

Barton-le-Clay Village Hall

Terms and Conditions of Hiring – effective from 1st May 2023

Parties

1. Barton-le-Clay Village Hall Registered Charity Number **No. 308187** (“BVH”) operates the Barton-le-Clay Village Hall (“the Premises”).
2. The “Hirer” is a person, organisation or entity hiring the Premises or any part thereof.

Bookings and Hirings

3. All applications for the hire of space, rooms or facilities in the Premises (“the Hire or Hiring”) are subject to acceptance by BVH and agreement by the Hirer to these terms and conditions of hiring (“the Booking Conditions”).
4. A booking form must be completed using the online booking system at <http://bartonleclayvillagehall.co.uk/calendar/>, or if assistance is required by calling the Booking Officer.
5. The person completing an online booking or signing the booking form shall be considered to be the Hirer.
6. Where an organisation is named on the booking form, that organisation shall be jointly and severally liable with the Hirer to meet the Booking Conditions.
7. All provisional bookings are to be treated as a request until accepted by BVH and the non-refundable booking invoiced and paid in full.
8. The booking fee amount will be shown on the invoice or notified by email.
9. The balance of the Hiring fee (total sum less the non-refundable booking fee), is payable no less than fourteen (14) days before the commencement of the Hire.
10. If the booking is being made less than fourteen (14) days before the date of Hire then the non-refundable booking fee and balance of the Hiring fee are payable on receipt of confirmation of a booking and an invoice sent to the Hirer by the Booking Officer.
11. A booking is only to be treated as confirmed once the booking fee shown on the hiring invoice has been paid in full and a written confirmation received from BVH.
12. The payment date will be shown on your invoice. If the invoice is not paid by the due date, the BVH Management Committee reserves the right to cancel your booking and any future bookings.
13. BVH reserves the right not to accept or confirm a booking request.
14. A non-refundable deposit of £50 should be made at the time of booking. This will be deducted from the final hiring fee.
15. All charges must be agreed with the Hirer at the time of booking and a non-refundable deposit of £50 must be paid. The balance of the hire charge must be paid to the Booking Officer no later than 14 days prior to the event.
16. BVH has two tiers of hire charges for Regular Hirers and Event bookings which can be found on our website.

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Debt Management for Regular Hirers

17. BVH have both a legal duty and otherwise general responsibility to ensure effective income management and that all monies due to the Village Hall are paid promptly to support the delivery of services.
18. Regular Hirers must pay their invoice within 30 days or the debt management policy will be implemented.
19. The debt management policy follows 3 stages, which are outlined within the policy

Access to the Hall/Period of Hire

20. Bookings relate only to the specific rooms and days and times hired. Hire periods will be in 30 - minute units. A minimum booking of 1 hour is required.
21. Hire periods must be long enough to allow for any setting up of and putting away/dismantling any furniture/equipment. If more time is required, the hirer should extend the hire period.

Cancellation by The Hirer

22. Cancellations will be accepted up until 30 days prior to the event.
23. Cancellation of more than 14 days prior to a booking may result in loss of the 25% of the full amount paid at the discretion of the Management Committee. Cancellation within 7 days or a no-show may incur the full hire charge at the discretion of the Management Committee

Cancellation by BVH

24. BVH reserves the right to cancel a booking if through unexpected or emergency circumstances it is necessary to do so and in those circumstances the Hirer shall be contacted and informed as soon as possible
25. In the circumstances of an emergency cancellation of the Hiring the Hirer will be entitled to a full refund of any Hiring fee and Deposit paid.
26. BVH Management Committee reserves the right to cancel a booking by written notice in the following circumstances:
 - the premises being required for use as a **Polling Station** for a Parliamentary or Local Government election or by-election
 - BVH Management Committee reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements or unlawful or unsuitable activities will take place at the premises as a result of the hiring
 - the premises becoming unfit for the use intended by the hirer
 - an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
27. In any such case the hirer shall be entitled to a full refund of any deposit and /or payments already paid, but BVH shall not be liable to the hirer for any resulting direct or indirect loss or damages whatsoever.

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Hirers Responsibilities

28. The booking or hire of the Premises or any part thereof does not entitle the Hirer to use or to enter the Premises at any time other than the specific hours for which a booking has been made unless prior arrangements have been agreed with the Booking Officer.
29. The Hirer shall not sub-let the Premises or any part thereof.
30. At the end of the Hire the Premises or the part hired must be left with **all** doors and windows closed and in a clean and orderly state.
31. All furniture or equipment used by the Hirer should be re-placed in the same location and storage format (pictures are in the store room) from which it was taken.
32. No pins, nails, stickers or similar fixings may be used other than on existing notice boards in the foyer.
33. Cleaning equipment is provided in the kitchen, main hall, chair store and cleaners cupboard for use by the Hirer to ensure the Premises, tables & chairs are left in a clean and tidy state.
34. Refuse must be put into waste type plastic bags and placed in the large bin outside the main building in the car park area, the site agent will show hirers where it is located.
35. Charges will be payable if the requirements set out herein are not met, or for damage or a requirement for additional cleaning
36. Any accidents or damage must be reported to the Site agent, caretaker, Chairman or Booking Officer as soon as possible.
37. The Hirer shall ensure only their invited guests or holders of valid tickets are allowed into the Premises and to the room or part hired.
38. The Hirer shall ensure good lawful order is kept in the Premises or any part thereof during the hiring, and in respect of the conduct of all persons attending their event. BVH may charge the Hirer for any expenses that are incurred to preserve order prior to, during, or after any Hire.
39. Noise must be kept to an acceptable level in relation to the neighbouring housing.
40. If the windows or doors are opened then the level of noise within the Premises or hired part thereof must be reduced accordingly.
41. Any event held or Hiring by a Hirer must cease by 12 midnight unless specific consent to an alternative time has been obtained from BVH.
42. The Hirer shall ensure that all persons invited to the Premises leave without making undue noise. Complaints from the neighbours or Central Bedfordshire Council may lead to future requests to hire the Premises or any part thereof being declined.
43. BVH accepts no responsibility for any vehicles or property brought to or left on or near to the Premises during or after the Hiring, and reserves the right to dispose of any vehicles or property left uncollected for more than seven days and to retain the sale proceeds. Motor vehicles are parked at the owner's risk.

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44. No furniture or equipment belonging to BVH is to be removed or taken from the Premises at any time.
45. Smoking (including use of e-cigarettes, vaping or similar activity) or the use of illegal drugs is not permitted anywhere inside nor close to the Premises in accordance with the law and compliance with the Health Act 2006
46. The Hirer shall take good care of the premises and shall not cause or permit any damage to the hall or equipment or any part thereof. The management committee may charge the Hirer for any extra expense that they may incur as a result of the booking.
47. Any electrical or other equipment brought to the Premises must be certified safe, compliant with all relevant regulations including Fire and Electrical safety and current good practice, in good working order, and used in a safe manner.
48. The Premises electrical systems must not be overloaded nor modified in anyway.
49. The Hirer is responsible for all licensing requirements applicable to their Hire including Gaming, Betting and Performance licenses and for ensuring compliance with all specified requirements relating to the use of the Premises by the Hirer.
50. Child and Vulnerable Adult Protection Policies and enforcement are the responsibility of the Hirer.
51. The Hirer is responsible for their own insurance in respect of the Hire and shall indemnify and keep indemnified BVH and each of the Trustees against any claim directly relating to the Hire or the Hirers use of the Premises.
52. The Hirer must not do anything nor bring onto the Premises anything which may endanger the Premises or individuals attending the Premises or render invalid any insurance policies, regulatory approvals or licenses relating to the Premises, details of which are available on notice boards in the Premises or on request.

Capacity

53. The maximum number of people allowed in the premises at any one time should not exceed the following:
 - a) Main Hall
 - (i) Dining and Dancing - 180.
 - (ii) Dancing only – 220
 - (iii) Closely Seated Audience – 220
 - b) Committee Room & Chiltern Room
 - (i) Dining and Dancing – 50
 - (ii) Closely Seated Audience – 50

Sale of Goods

54. The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales.
55. The Hirer shall ensure that the total prices of all goods and services are prominently displayed, as

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shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

Food, health and hygiene

56. You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.
57. The premises are provided with a refrigerator and dishwasher.

WI-FI

58. BVH has WI-FI available, the password is on the noticeboard in the foyer.
59. When using the Wi-Fi service, you agree at all times to be bound by the following provisions:
- (i) not to use the Wi-Fi service for any for the following purposes:
 - a) disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or breaching any laws;
 - b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - c) interfering with any other persons use or enjoyment of the Wi-Fi service; or
 - d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
 - (ii) to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

Termination of the WI-FI service

60. We have the right to suspend or terminate our Wi-Fi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:
- (i) if you use any equipment which is defective or illegal;
 - (ii) if you cause any technical or other problems to our Wi-Fi service;
 - (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service;
 - (iv) if you resell access to our Wi-Fi service; or
 - (v) if you use our Wi-Fi service in contravention of the terms of these Terms and Conditions.

Availability of the WI-FI service

61. BVH makes no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times.
62. It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on.
63. The availability and performance of our Wi-Fi service is subject to all memory, storage and any other

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limitations in your device. Our Wi-Fi service is only available to your device when it is within the operating range of BVH.

64. We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our Wi-Fi service or wireless communications networks generally.
65. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our Wi-Fi service.
66. Network speed is no indication of the speed at which your Wi-Fi enabled device or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

Bar and Alcohol

67. For all regulated entertainment functions where the general public attend by paying an admission and purchase or receive alcohol a licence holder or an approved nominated person are the only people authorised to sell/serve alcohol.
68. All nominated persons must obtain written authority to serve alcohol which must be signed by a current licence holder and shown in a prominent position behind the bar.
69. Under no circumstances can anyone under the age of 18 years old be allowed alcohol. Any person buying or giving alcohol to a minor will be in breach of the hire agreement and asked to leave the premises.
70. Alcohol may not be sold or supplied without a license issued by the relevant Licensing Authority provided by BVH upon request at the time of booking.
71. The Hirer is responsible for ensuring that all their guests or attendees at an event comply with the law as regards alcohol.
72. No alcohol is to be served after 11.30pm unless special permission is given by BVH.

Drunk and disorderly behaviour and supply of illegal drugs

73. The hirer must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:
 - (i) no one attending the event consumes excessive amounts of alcohol
 - (ii) no illegal drugs are brought onto the premises.
74. Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. BVH will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

Fire and Emergency

75. Under no circumstances should naked flames be allowed inside the building i.e. candles, liquid fuel, gas, barbeques, indoor fireworks etc.
76. All Fire exits and emergency escape routes must be kept clear at all times, fire break doors kept shut when not in use and under no circumstances are fire alarm points to be covered up, disconnected or

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otherwise rendered ineffective or not visible.

77. The Hirer shall be made aware of all fire and evacuation procedures, position of firefighting equipment and emergency exits. Fire exits must not be obstructed at any time.
78. In the event of a fire or emergency the chief organiser of the event will be responsible for ensuring that all of the premises are fully evacuated and notifying the emergency services as soon as possible.
79. To comply with current regulations, Hirers should note that they must appoint one able bodied person to be responsible for each disabled person. That person would be expected to ensure that the disabled person was evacuated from the premises in the event of fire or an emergency.
80. The Hirer must report all accidents involving injury to the public to a member of the management committee as soon as possible. All details must be recorded in the accident book which would be made available. There is a first aid kit in the kitchen.
81. All parties shall show respect to other users and allow access to the corridors, toilets, exits & foyer, in the event that more than one Hirer is using different parts of the building. The Hirer is responsible for all their guests or attendees in the case of an emergency, including fire.
82. It is the Hirers responsibility to inform their guests and attendees as to the location of the Fire Exits and to ensure they are aware of the various ways to exit the Premises in case of emergency or fire.
83. The Premises are equipped with red emergency alarm press buttons, an electronic audible Fire Alarm, fire extinguishers, emergency lighting and designated fire exits (identified by the emergency exit sign above each of them).
84. The fire extinguishers should only be used as directed in the instructions adjacent to them, and when it is considered safe to do so without endangering the Hirer or their guests or other users of the Premises.
85. On discovering a fire that cannot be dealt with by use of the fire extinguishers a red emergency alarm button should be pressed, which will set off the electronic sounders throughout the Premises.
86. On hearing the Fire Alarm or when requested to do so by BVH, a person nominated by BVH or at the request of the Emergency Services the Premises must be vacated immediately using the designated fire exits (which all have internal unlocking devices turned anti-clockwise for exit).
87. When vacating the Premises as a result of an emergency or fire guests and attendees should assemble on the car park but in all circumstances so as to be at a safe distance from the Premises.
88. In the event of an emergency evacuation of the Premises all equipment and personal belongings should be left where they are, and under no circumstances re-enter the Premises to retrieve any such item until told it is safe to do so by a responsible person with actual knowledge of the state of the Premises or by the Emergency Services.
89. As soon as possible after discovering a fire and setting off the alarm the Hirer should call the emergency services on 999 and not assume someone else will make that call.
90. The Hirer is responsible for making sure their guests and attendees are aware of the emergency facilities and their use as well as the procedures set out in these Booking Conditions.

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91. These provisions are for the safety of all users of the Premises and to meet the requirements under the Fire Regulations that came into force in 2006.
92. The Hirer confirms on accepting the Booking Conditions that they understand the procedures set out above as regards emergencies and fire and that it will be their responsibility to ensure compliance during the period of the Hire.

TV Licensing

93. BVH has no TV licence and no mobile devices should allow screening of live TV whilst on the premises.

PRS Music Licensing

94. Community events and community groups are covered by the above licence held by BVH.
95. The licence does not cover copyrighted theatrical performances. The songwriter, composer for publisher must be contacted on these occasions, an individual copyright licence will normally be required.

BVH Responsibilities

96. BVH will make available the Premises or any part thereof for the time booked by the Hirer providing the non-refundable deposit and full hire fee has been paid.
97. Unless otherwise agreed in writing, if payment of the Hiring Fee and non-refundable Deposit have not been paid in full at least fourteen (14) days before the Hiring date BVH shall not be obliged to make the Premises available or any part thereof and the Hiring shall be deemed to have been cancelled.
98. So far as is reasonably possible at the commencement of the Hire BVH shall provide all equipment, tables, chairs and other facilities included in the Hire in good working order, clean and usable by the Hirer.
99. BVH shall take reasonable care but will not be responsible for any loss of or damage to any property or equipment belonging to the Hirer, or any injury which may be incurred by any person or persons invited to, or using the Premises or relevant part during the Hiring, arising from any cause whatsoever which is beyond the control of BVH
100. BVH reserves the right to enter the Premises or any part thereof at any time and to take any action it considers reasonable and necessary in the interests of good order, safety or to ensure compliance with these Booking Conditions and/or applicable legal requirements.

General Data Protection Regulations (GDPR)

101. BVH shall comply with the GDPR. The Hirer consents to BVH holding their personal data and to brief details of the Hire being included and visible in the Prem