

TERMS & CONDITIONS

The current version of this document is available on the Berden Village website www.berden.org.uk.

The Village Hall Committee and its Officers are responsible for running the Hall on behalf of the Parish Council, which owns the Hall, and hereinafter are referred to as the “Committee”.

1. Acceptance of Terms & Conditions

Having made a Provisional Booking, which has been Approved by the “Administrator” the “Hirer” shall be deemed to have understood and accepted these terms & conditions and also the ‘Useful Information for Hirers’, to have agreed to be bound by them, and to be responsible under these conditions for the actions of any persons admitted to the premises by them. The Hirer also undertakes not to allow any illegal activities during the period of hire.

2. Bookings – Period of Hire

The period of hire must include all necessary preparation and clearing up time to the stage where the premises are to the normal clean and tidy standard (a number of dustbins are located outside the Hall for all litter). Delivery of supplies or goods to the Hall in advance of the booked period will not be permitted, except by special arrangement with the Administrator by the Hirer and provided there is no interference with any earlier booking, and at the Hirer’s risk.

The activities of any caterers or other services engaged by the Hirer are subject to these limitations and it shall be the responsibility of the Hirer to see that they are complied with.

It is a condition of County Council licensing that entertainment at functions open to the public may not start before midday or continue after midnight, but clearing up may proceed after that time provided the period has been booked.

Failure of the Hirer to ensure that the premises are vacated entirely by the conclusion of the booked period will render them liable to an additional charge for the excess period at double rate per hour or part of an hour, whether public or private function.

3. Acceptance of Booking

The Hirer will receive an email from the Administrator confirming that their Provisional Booking has been accepted. The Committee will take all reasonable steps to ensure that the hall is available and fit for use during the entirety of the accepted booking. The Committee reserves the right to refuse any Provisional Booking without further explanation.

4. Payment of Hire Charges

An invoice will be sent by email to the Hirer by the Administrator. The full hiring fee must be paid by Bank Transfer in advance of the booking including any deposit, which will be held against cancellation, any damage, breakages, missing equipment, disruptive behaviour, nuisance and any abnormal cleaning time, which may have been made necessary (for regular block bookings see Clause 8).

The deposit will be refunded in full in satisfactory circumstances, or in part after making any necessary deductions as may be justified. Whilst always ready to receive and consider any representations by the Hirer the decision of the Committee on the withholding of any or part of the deposit is final.

The payment of the deposit does not indemnify the Hirer against any additional claims by the Committee for recompense in the event of excessive loss, damage or any other liability arising through infringements of these terms & conditions.

5. Type of Event

Every application for hire must give a description of the event that is proposed and state whether it is Private, or open to the Public. The booking may not be altered from the above-recorded particulars by the Hirer without reference to the Administrator.

If it is intended to sell alcohol at an event, advance notice of this fact must be provided, preferably in the “Optional Notes” field of the online application, and the responsibility for obtaining the necessary Temporary Event Notice (TEN) licence remains with the Hirer.

6. Cancellation of Booking and Refunds

To safeguard the venue, local residents, and/or hirers and their guests, the Committee reserves the right, in exceptional circumstances, to cancel any booking and deny access to the Hall or any part thereof at any time without notice.

In the event of the Hirer wishing to cancel a booking, they should give notice by email to the Administrator as soon as possible. If such notice is received by the Committee at least one week before the date of the booking, the fees paid will be refunded in full, including the deposit.

If the Hirer gives less than one week’s notice then they will receive only a proportion of the hiring charge depending upon the circumstances.

If the Hirer gives less than 24 hours notice of their intention to cancel their booking, thereby preventing the Committee from reletting the Hall, then the Hirer will forfeit 100% of the hiring fee. Their deposit will be refunded.

In exceptional circumstances, the Committee may, at their sole discretion, waive or modify this rule.

Re-letting, sub-letting or transfer of letting by the Hirer is not permitted. If Hirers lose the key or fail to return it to the Key Safe at the end of their hiring, they will be charged the cost of having a new key cut and possibly fitting of a new lock.

7. Limitations of Liability to Refund

Whilst every effort will be made to provide the Hirer with the accommodation booked, the Committee will not accept any claim for consequential loss or damage arising from non-availability of the accommodation beyond their control other than refund of the fees paid.

8. Local (Constituent) Organisations – Block Bookings

The Committee will operate special arrangements for bookings made by such organisations. For such ongoing bookings a deposit will not generally be required, provided the agreed hire charges for a given period are paid in advance.

9. Insurance

Please note that the Hirer is responsible for arranging insurance to cover all aspects of their event.

10. Licences

a) Alcoholic Liquor

Alcoholic liquor must not be sold at any public or private event unless an appropriate Temporary Event Notice (TEN) licence has been obtained from Uttlesford District Council. Committee Officers are entitled to request confirmation that such a licence has been obtained (by display of licence) before permitting the sale of liquor to proceed.

It shall be the responsibility of the Hirer to ensure that all the Laws and Regulations associated with such licences are strictly complied with. Please refer to the section on “Alcohol Licence” on the website <https://hallbookingonline.com/berden/documentation.php>

b) Television

The Berden Sports & Social Club has a TV licence covering the hall. If the Hirer wishes to use the TV and projector they must make a request by email to berdensportsandsocialclub@outlook.com A small charge will be made for the use of the projector.

c) Wifi

The hall has Wifi courtesy of Gigaclear. The cost of the Wifi is included in the hiring charge and the code is available to adult hirers on request.

11. Fire Precautions

The Hirer must observe all precautions against fire and provisions for evacuation of the premises if necessary. Emergency exits must not be obstructed inside or outside the Hall, and the exit signs must be illuminated while the Hall is in use.

Fire fighting equipment provided must not be repositioned, interfered with or misused.

The use of plastic decorative material is prohibited.

Paper and other inflammable decorations, cardboard, fabric or other materials for decorations or stage props must be treated to provide adequate flame resistance.

All combustible materials (even if flame treated) must be kept away from lights or other possible sources of ignition.

12. Consideration for Our Neighbours

The Hirer must respect our neighbours, and must not cause nuisance to them from traffic congestion or from unreasonable noise. The playing of music and the making of speeches and announcements is allowed inside the hall, but the playing of amplified music or loud announcements is not allowed outside as these can disturb our neighbours.

13. Care of Building and Equipment

The Hirer will be held liable for the full cost of repairing any damage to the building, decorations, fixtures, furniture or other contents occurring during the period of hire and such costs will be recovered from the Hirer.

The Hall installations, such as heating and lighting, must not be interfered with in any way, excluding switching of lights and ventilation, and the adjustment of the required temperature on the heating control. If any special provision or arrangements are required, advance application must be made.

Nails, hooks, adhesive tape, drawing pins or other devices must not be fixed or used to fix any article or paper to the walls, woodwork, doors and frames, etc. of the building.

Any balloons tied internally or externally must be removed together with any fixings and tape.

If repositioning of the furniture is required, this must be by arrangement with the Administrator and it must be replaced as required afterwards.

It is the Hirer’s responsibility to ensure that all security measures are carried out during the period of hire when the Hall is not occupied, and at the end of the hire. This includes lighting, heating and ventilation controls, and all doors and windows, as set out in the “Useful Information for Hirers’ – available on

<https://hallbookingonline.com/berden/documentation.php>

It is also the Hirer’s responsibility to report any damage or malfunction of the facilities at the earliest opportunity.

14. Food & Drink

If food & drink is served, every care must be taken to ensure that spillages are cleared up promptly to prevent damage to the hall. Spilt food is a hazard because of the risk of slipping over and also because it encourages mice and rats. The Village Hall is an old building in a rural location and is therefore at risk from rodents.

15. Cleaning Materials

Cleaning materials will be found in the cupboards under the kitchen sinks and equipment such as vacuum cleaner and brooms in the store room.