



Bishop Middleham Village Hall – Room Hire Terms & Conditions

Agreements with the Trustees of Bishop Middleham Village Hall (“the Village Hall”) for the hire of the Village Hall or any part thereof (‘the Premises’) are subject to these Room Hire Terms & Conditions.

By proceeding with your booking you are deemed to have accepted the Room Hire Terms & Conditions.

1. Hire description and charges

The Village Hall will confirm the booking details and charges on acceptance of the booking.

2. Undertaking of the Hirer

The Hirer undertakes to ensure that they have an understanding of the Room Hire Terms & Conditions for the time being in force. The Hirer undertakes to make the payments set out in this Room Hire Terms & Conditions Agreement.

3. Supervision by the Hirer

The Hirer undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in these Hire Terms & Conditions and any relevant licences. Hirers must be aged 18 years or over.

For all bookings involving children or vulnerable adults, except private parties where the Hirer is a family member, the Hirer is required to have their own safeguarding policy and must ensure that those who work with young people or vulnerable adults hold a current DBS certificate.

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. Child Protection Policies are the responsibility of the Hirer.

4. Responsibility of the Hirer

The Hirer shall be responsible during the period of hire for:

- Ensuring that access and use of the Premises (including setting-up and clearing-up where appropriate) is confined to the specified hire times.
- Ensuring that the Premises are kept secure for the duration of the hire

- Supervision of the use of the Premises and the care of its structure and contents
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons
- Ensuring that the Premises (including foyers, kitchen, kitchen appliances and toilets) are left clean and tidy with rubbish removed from the site at the end of the hire. Any charges incurred by the Village Hall due to breakages, inadequate cleaning, failure to re-place furniture or equipment etc. will be charged to the Hirer.
- Ensuring that all equipment, chairs and tables have been removed from the premises or returned to their storage positions safely, that the Premises are cleared of people, all lights switched off, and the building secured, except for any facilities or room or public area in use by another continuing hire
- Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular are not a fire hazard. No Blu-tack, drawing pins, adhesive tape or other fixing devices may be used.
- Ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner. The heating controls should not be touched by anyone except the Village Hall Caretaker.
- Ensuring that no animals (including birds), except assist dogs are brought into the building, without written permission of the Village Hall.
- Ensuring that no Barbeques, LPG appliances or highly flammable substances are brought onto the Premises
- Ensuring that their attendees are aware that the Premises are situated in a residential neighbourhood and should conduct themselves accordingly by, for example, taking care not to slam car doors, especially late at night, and not playing music or making other sounds at inappropriate levels
- Ensuring that their attendees are aware that the Village Hall is not responsible for loss or misuse of personal items and equipment.
- Ensuring that the Premises is not sub-let or used for any unlawful purpose nor do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof.
- Ensuring that there is no smoking, vaping or use of drugs on the Premises or its curtilage.
- Ensuring that hired storage facilities (where applicable) are locked at the end of each hire period. The Village Hall accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded.

- All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring period. The Village Hall may dispose of any items not removed at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.
- Ensuring that no advertising posters or notices of any kind are displayed anywhere at the Premises without permission of the Village Hall.

5. Bookings may be refused

The Trustees of Bishop Middleham Village Hall or a booking administrator on behalf of the trustees, have the right to refuse any booking for whatever reason, including concern over potential noise levels and other nuisances especially to neighbours.

6. Cancellation by Hirer

Cancellation of a booking by any hirer must be notified at least 24 hours in advance by emailing contact@bmvh.co.uk or sending a text message to 07384 782404

For hirers on monthly payment terms there is no charge for cancellation if the hirer has provided advance notification. If the hirer does not notify cancellation in advance the hire will be invoiced and due for payment under normal payment terms.

For hirers on payment in advance terms, The Village Hall will either (a) negotiate an alternative date or (b) reimburse 50% of the hire charge paid, provided (in both cases) the hirer has provided at least 24 hours notice of cancellation.

7. Cancellation by the Village Hall

The Village Hall has the right to cancel any booking that conflicts with an event organised by the Village Hall itself or if the purpose of hiring might be in any way improper or if the Premises is required as a Polling Station, for maintenance purposes or other force majeure situation.

In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the Village Hall shall not be liable for any resulting direct or indirect loss or damages whatsoever.

8. Payment terms

- For a single booking or any new customer, payment is due before the event.
- For a series of bookings, invoices are raised during the month and payment for each month's bookings is due seven days after month end.
- Storage charges are invoiced monthly and payment is due seven days after month end.
- The Village Hall has the right to cancel any future bookings and terminate the contract between the Village Hall and the Hirer if the Hirer fails to make payment on time.

- In the event of contract termination due to non-payment The Village Hall has the right to charge interest at 1.5% per month on the outstanding amount and claim any collection agency and legal costs incurred in addition to the sums due.

9. Relevant legislation

It is the responsibility of the Hirer to take reasonable precautions to ensure that their activities are carried out in a responsible way.

The Hirer shall ensure that they have all permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any authority or person in respect of the event. This includes where required a licence issued by the Performing Rights Society and any copyright permission.

The Hirer shall not apply for a Temporary Event Notice without the written permission of the Venue.

10. Safety

The Hirer shall ensure they are familiar with the following:

- Fire alarm points.
- Fire evacuation procedures
- Location of the first aid kit
- Location of the accident report book.

The safety information above is displayed on notices in both foyers of the building.