THE BOUVERIE HALL

Goddard Road, Pewsey, Wiltshire, SN9 5EQ
Registered Charity Number 240583

TERMS AND CONDITIONS OF HIRE

These Terms and Conditions, for The Bouverie Hall ("TBH") Information Sheet and Booking Form constitute the Terms and Conditions of Hire.

1. General

1.1. The TBH is responsible for the building and contents of the TBH. The Parish Council is responsible for the car parking facilities.

1.2 The Booking is subject to the Terms and Conditions of Hire for The Bouverie Hall

1.3 The location shall be as specified by the Hirer on the Booking Form.

1.4.1 The Hirer shall not sub-hire the location for any use during the period of hire.

1.5 No animals and/or birds, except guide dogs, are permitted access to the location without the prior written consent of the TBH.

1.6 No animals/and or birds are permitted access to the kitchen of the TBH. No child under the age of 16 is permitted entry to the Kitchen

1.7 No term shall be amended without the prior written consent of the Hirer and TBH.

1.8 The Terms and Conditions of Hire are not intended to, or will operate to confer any benefit on any person who is not named as a Hirer on TBH's Booking Form.

1.9 TBH shall keep the Hirer's details solely for the purpose of the period of Hire and shall not disclose them to any third party without the prior consent of the Hirer.

1.10 The TBH reserves the right to request payment of a refundable deposit against breakages, damage and any costs the TBH is put to by reason of breach of these terms and conditions.

2. Obligations of Hirer

2.1 The Hirer shall be responsible for all persons present at the location during the period of hire and shall ensure that the Terms and Conditions of Hire are not breached.

2.2 The Hirer agrees to comply with all legal requirements relating to health & safety, insurance, safeguarding, food safety, hygiene, alcohol and entertainment license requirements.

2.3 Where appropriate, the Hirer shall ensure reasonable adult supervision is provided during the period of hire.

2.4 The Hirer shall ensure that the capacity for the location shall not be exceeded during the period of hire.

2.5 The Hirer shall ensure that the quiet enjoyment of persons hiring rooms in the vicinity of the location shall not be disturbed.

2.6 The Hirer shall ensure that any electrical appliances brought on to the location for use during the period of hire shall be electrically certified as safe and in good working order, and shall be used in a safe manner, using residual current circuit breakers where appropriate.

2.7 The Hirer and its guests shall not use the location for any unlawful purpose. The Hirer agrees not to breach any law relating to gaming, betting and lotteries.

2.8 The Hirer agrees not to permit any illegal substance to be brought on to or used at the location.

2.9 The Hirer agrees not to permit any LP Gas appliances or highly flammable substances to be brought on to or used at the location.

2.10 The Hirer agrees not to breach any Fair-Trading regulations. If selling goods on the premises the Hirer agrees to comply with the fair-trading code of practice.

2.11 The Hirer agrees not to breach any copyright, design and patent legislation during the period of hire.

2.12 The Hirer shall obtain the prior consent of the TBH prior to permitting any public advertisement of its event at the location.

3. Hirer's obligations in respect of the supply of alcohol and provision of public entertainment

3.1 The supply of alcohol and/or provision of public entertainment by the Hirer during the period of hire is subject to the prior consent of the TBH and must be notified to the TBH as a Special Condition on the TBH's Booking Form.

3.2 The Hirer agrees that it will obtain a Premises Licence for the event should any regulated entertainment and licensable activities be taking place during the period of hire.

3.3 The Hirer agrees to be liable for the cost of acquiring any necessary license for the supply of alcohol and/or provision of any public entertainment on the location during the period of hire.

3.4 The Hirer agrees not to breach the Premises Licensing Act, particularly in connection with events including public dancing, music, stage plays, films or similar entertainment.

3.5 The TBH holds a Performing Rights Society Licence (see section 12)

3.6 The Hirer agrees not to breach any conditions and/or regulation imposed by the Local Authority, Licensing Authority and Health and Safety Executive during the period of hire.

4. Events involving Children and/or Vulnerable Adults

4.1 The Hirer agrees not to breach any legislation in respect of safeguarding and caring for children and/or vulnerable adults during the period of hire.

4.2 The Hirer agrees, on request by the TBH, to provide the TBH with a copy of its DBS Check and its child protection policy.

4.3 The Hirer accepts that the kitchen is not wheelchair accessible and is out bounds to Children under the age of sixteen years.

4.4 The TBH is under a duty to report any concerns relating to the safeguarding of children and/or vulnerable adults to the police.

5. Hirer's Indemnity

5.1 The Hirer shall indemnify and keep indemnified the TBH in respect of:

i) the cost of repair of any damage to the location during the period of hire;
ii) any claim arising from or in respect of any breach of the TBH Terms and Conditions of Hire;
iii) any claim in respect of damages, including damage for loss of property and/or personal injury arising out of or in connection with its use of the location during the period of hire, including any storage of property or equipment by the Hirer.

6. Insurance

6.1 The Hirer shall, on request by the TBH, provide a copy of its insurance policy in respect of its event at the location. Failure to do so will render the Hirer's Booking void and entitle the TBH to re-book the period of hire to a third party.

6.2 The TBH shall not be liable for any cost and/or damage incurred by the Hirer in respect of clause 6.1 above.

6.3 The Hirer agrees to arrange its own insurance in respect of any items stored at the location and is not entitled to rely on TBH's insurance policy.

7. Hirer's Property

7.1 The TBH is not liable for any loss and/or damage in respect of the Hirer's property or its guests' property during or after the period of hire.

7.2 The Hirer agrees that the TBH is entitled to dispose of any of its property, or its guests' property, after 14 days from the date of notification to the Hirer by the TBH that its property has been left at the location.

7.3 The Hirer agrees to indemnify the TBH for all costs incurred in respect of clause 7.2

8. Alterations

8.1 The Hirer agrees not to make any alteration, to include any temporary decoration, to the location without the prior consent of the TBH.

8.2 The Hirer agrees to indemnify the TBH for any damage caused as a result of making any alteration to the location, notwithstanding the Hirer has obtained the prior consent of the TBH that it may make an alteration to the location.

9 **Regular Periods of Hire**

9.1 The Hirer agrees that regular periods of hire by the Hirer will be subject to the TBH Terms and Conditions of Hire.

9.2 The Hirer agrees to give three weeks' notice to the TBH in the event that it does not require its regular period of hire.

9.3 In the event that a Hirer fails to give the TBH notice in accordance with clause 9.2, and should the TBH not be able to rebook the periods of hire to a third party, the Hirer agrees that the TBH is entitled to charge the Hirer for the Bookings even though these are not required by the Hirer.

9.4 The TBH is entitled to book out a Hirer's regular period of hire to accommodate special requirements and at its discretion.

9.5 The TBH shall not be liable for any cost or damage incurred by the Hirer in respect of Clause 9.4 above.

10 Cancellation by the Hirer of a non-regular Booking

10.1 The Hirer agrees to give 48 hours' notice to the TBH to cancel its event.

10.2 In the event that the Hirer does not give the TBH notice in accordance with clause 10.1, the Hirer agrees that the TBH is entitled to charge the Hirer for Booking.

10.3 In the event that the Hirer has given notice to the TBH in accordance with clause 10.1, but the TBH is unable to rebook the period of hire to a third party, the Hirer agrees that the TBH is entitled to charge the Hirer for the Booking.

11 Cancellation by the TBH

11.1 The Hirer agrees that the TBH is entitled to cancel the Hirer's Booking should the location be required for use as a Polling Station for a Parliamentary or Local Government election, bye-election, referendum or the TBH reasonably believes that:

i) The Hirer is in breach of the TBH Terms and Conditions of Hire; or
ii) such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements; and/or
ii) the location has become unfit and unsafe for the use intended by the Hirer

11.2 In the event of clause 11.1, the Hirer agrees that the TBH shall refund the Hirer the Booking fee but that the TBH shall not be liable for any other cost or damage incurred by the Hirer arising out of the cancellation of the Booking.

12. Music Licensing (PRS for Music & PPL)

12.1 **PRS for Music.** TBH holds a valid **PRS for Music licence**, which permits the performance of musical works (live or recorded) within the premises. This licence covers all hirers and events held at TBH.

12.2 **PPL (Phonographic Performance Ltd).** TBH **does not** provide a PPL licence. Hirers are responsible for obtaining their own PPL licence **if they use recorded music in a way that requires PPL permission**, including but not limited to:

- Fitness, dance, yoga, or exercise classes using recorded music
- Ticketed or paid-entry events featuring recorded music
- Any commercial activity involving recorded music

12.3 **Events Exempt from PPL.** A PPL licence is **not required** for:

- Private family events (e.g., weddings, birthdays, anniversaries)
- Events where no recorded music is used
- Use of royalty-free or licence-free music

12.4 **Hirer's Responsibility.** Where a PPL licence is required, the Hirer must:

a. Obtain the licence directly from PPL PRS Ltd prior to the event (see pplprs.co.uk or call them on 0800 086 8820 (a one-off licence is £14 as at March 2026);
b. Provide evidence of the licence to TBH Committee upon request;
c. Accept full liability for any infringement of copyright arising from their use of recorded music.

12.5 **Indemnity**
The Hirer agrees to indemnify and hold harmless TBH, its Trustees, and its Committee from any claims, penalties, or legal actions arising from the Hirer's failure to obtain the appropriate music licences.

13. Restriction of benefit of the hire agreement

13.1 The Booking and none of the Terms and Conditions of Hire are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Hire Agreement

13.2 The Booking is not deemed to amount to a tenancy or other right of occupation in favour of the Hirer.

14 Agreement

14.1 By placing a Booking with the TBH, the Hirer agrees:

i) to the TBH Terms and Conditions of Hire; and
ii) that the information is correct as set out in the Booking Form; and
iii) to receipt of the TBH Instructions for using the Hall