

Bramshaw Village Hall - January 2023

Hire Agreement and Standard Conditions of hire

*If the hirer is in any doubt as to the meaning of the following,
please telephone the booking secretary.*

**Tel 02381 943927 or 07780 697582
or email bookingbramshaw@gmail.com**

Electronic Signatures.

The parties agree that either party may use a computer-based system to issue certain Confirmations and that each such Confirmation executed by a party by means of an electronically-produced signature, shall have the same legal effect as if, such signature had been manually written on such Confirmation and that such Confirmation shall be deemed to have been signed by such party for the purposes of any statute or rule of law that requires such Confirmation to be signed. The parties acknowledge that, in any legal proceedings between them in any way relating to this Agreement, each party expressly waives any right to raise any defence or waiver of liability based upon the execution of a Confirmation by a party by means of an electronically-produced signature. This provision shall apply to all such Confirmations outstanding as of the date hereof and to all Confirmations in respect of Transactions entered into between **The Parties** after the date hereof.

The Parties

This **Agreement** is made between the **Bramshaw Trust Management Committee** (i) and the **Hirer** who is identified by their submission of an electronic **Booking Form** (ii) via the Bramshaw Village Hall website at www.bramshawvillagehall.co.uk. (see sample without data shown below) whereby in consideration of the sums defined by the **Hire Rates** (iv) mentioned the **Committee** agrees to permit the **Hirer** to use the **Premises** or part thereof (iii) for the purpose and the **Hire Period** all submitted on the **Booking Form**.

i **Authorised representative of The Bramshaw Trust Management Committee:**
Elaine Lippiatt, Booking Secretary, Tel 02381 943927 or 07780 697582 or email bookingbramshaw@gmail.com

ii **Booking Form**

Book an event at Bramshaw Village Hall

A refundable security deposit to cover any loss and/or damage to the hall is required as follows:
Parties and large meetings £100; Wedding receptions or parties where alcohol is consumed £250.

A deposit is refunded on satisfactory inspection of hall after your event.

Making an online booking confirms your acceptance of all the hall booking [terms and conditions](#) and your booking will be transacted on this basis.

Please note that your booking will **only** be approved if you supply a full name, full address with a post code and your contact telephone number.

Fields marked * must be filled in.

Your Name *	Telephone *
Email Address *	Email Address Again *
Address *	
Privacy on Public Calendar* ?	
<input checked="" type="radio"/> Show Event Information <input type="radio"/> Private Event	
Your Organisation	Your Website
Optional	URL (Optional)
Event Title *	Number Attending* ?
Name of Event	
Date *	
7/01/2023	
Facilities Required *	
<input type="checkbox"/> Main Hall <input type="checkbox"/> Community Room <small>The main hall hire includes use of kitchen and a side room</small>	
Fixed session times:	
Morning • 09:00 - 13:00 (9am - 1pm) Afternoon • 13:30 - 17:30 (1.30pm - 5.30pm) Evening • 18:00 - 23:59 (6pm - 11.59pm)	
Start Time (24-hour-clock) *	Finish Time *
12:30	12:30
<small>Must be four-digit 24-hour clock. e.g. 0900 or 1630.</small>	<small>Must be four-digit 24-hour clock. e.g. 0900 or 1630.</small>
Event Description *	
Brief Description	
Message for the Administrator	
Optional	

iii **The Premises**

Bramshaw Village Hall, Row Hill, Bramshaw, Hampshire SO43 7JE

iv **Hire Rates**

The hire rate specific to this agreement is calculated by the choice of Room(s), session(s), type of hire and purpose of hire described by the **Hirer** in their submission of an electronic booking form and these details are confirmed in the room hire confirmation and request for payment. The current room hire rates are:

Bramshaw Village Hall Room Hire Rates January 2022			
	AM	PM	EVE
Main Hall (including kitchen and green room)			
Basic hire rate	£50.00	£50.00	£90.00
Discounted hire rate for residents of the parishes	£30.00	£30.00	£60.00
Business hire rate	£60.00	£60.00	£110.00
BVH clubs and associations (series bookings)	£25.00	£25.00	£25.00
Community Room			
Discounted hire rate for residents of the parishes	£30.00	£30.00	£30.00
BVH clubs and associations (series bookings)	£20.00	£20.00	£20.00
Business hire rate	£50.00	£50.00	£50.00
Wedding packages			
Wedding Gold Package From lunch time Friday to Lunch time on Sunday, a total of 48 hours of hire of the premises, including Main Hall, Kitchen, Green Room and Garden		<i>Please note that for all wedding packages, there is a refundable deposit of £250 required. This is refunded subject to the premises being returned in the condition it was found and our inspection confirms that no loss or damage to the premises or items included in the hire has been incurred</i>	PLUS Additional £250 refundable deposit
Basic hire rate	£550.00		
Discounted hire rate for residents of the parishes	£400.00		
Wedding Silver Package All day Saturday a total of 14 hours of hire of the premises, including Main Hall, Kitchen, Green Room and Garden		<i>Please note that for all wedding packages, there is a refundable deposit of £250 required. This is refunded subject to the premises being returned in the condition it was found and our inspection confirms that no loss or damage to the premises or items included in the hire has been incurred</i>	PLUS additional £250 refundable deposit
Basic hire rate	£250.00		
Discounted hire rate for residents of the parishes	£200.00		

v **Hire Period**

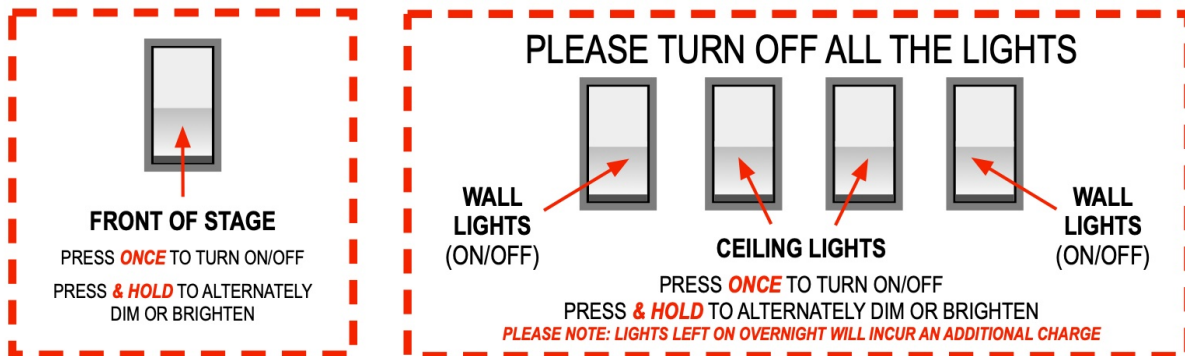
The hire periods specific to this agreement are set out as follows and chosen by the Hirer using the online booking form. The choice of period(s) sets the amount of hire charge. The hire periods are non-negotiable and form part of this agreement. The current room hire rates are:

Morning:	9.00am - 1.00pm	(0900hrs - 1300hrs)
Afternoon:	1.30pm - 5.30pm	(1330hrs - 1730hrs)
Evening:	6.00pm - 11.59pm	(1800hrs - 2359hrs)

For the purposes of this **Agreement**, the term **Hirer** shall mean an individual hirer, or where the hirer is an organisation, the authorised representative. Where an organisation is named in the Hiring Agreement, that organisation shall also be considered the Hirer and shall jointly and severally be liable hereon with the person who signs the Hiring Agreement.

1. **The Hirer** will, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage however slight or change of any sort, and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.
2. **The hirer** shall not use the premises for any purpose other than that described in the hire agreement and shall not sub-hire or use the premises or allow the premises (including the car park) to be used for any unlawful purpose or in any unlawful way, nor do anything or bring into the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcoholic liquor their own without written permission.
3. **The hirer** shall be responsible for obtaining such licenses that may be needed.
4. **The hirer** shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
5. **The hirer** shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Local Magistrates Courts or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment.
6. **The Hirer** shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
7. **The hirer** shall ensure that any electrical appliances brought to the premises and used there shall be safe, in good working order, certified safe by a qualified electrician and used in a safe manner.
8. **The hirer** shall indemnify the committee for the cost of repair of any damage done to any part of the premises, including the curtilage thereof, and all the contents of the buildings, which may occur during the period of the hiring.
9. If the **Hirer** wishes to cancel the booking more than 28 days before the date of the event, a full refund will be given. If the cancellation is made more than 14 days before the date of the event, a 50% refund will be given. If the cancellation is made less than 14 days before the date of the event no refund will be given.

10. **The Hirer** shall make sure that no annoyance is caused to people living locally, either by excessive noise from the hall, cars revving, singing in the car park, or any other activity (including firework displays) in contravention of Environmental Legislation relating to noise pollution. The Hall should be cleared by 11:59 pm and hirers and guests are asked to leave the car park quietly.
11. **The Hirer** shall ensure that no dogs except guide dogs are brought into the hall, unless agreed with the Committee.
12. **At the end of the hiring**, the hirer shall be responsible for:
 - leaving the premises (including toilets) and surrounds in a clean and tidy condition, properly locked and secured.
 - Cleaning equipment for use by hirers can be found in the chair store in the blue metal cupboard on the left. There is also a large “V” scissor action floor sweeper located in the chair store.
 - All rubbish should be placed in the locked wheelie bin situated opposite the South Wing entrance door. The wheelie bin key is kept on the wall alongside the sink in the kitchen.
 - Clean all tables and chairs, fold tables and return to the chair store, with chair stacks limited to 10 chairs of the same type.
 - Floors and surrounds swept and the whole left clean and tidy.
 - Make sure that all doors and windows are shut, windows secure and doors locked, lights extinguished and external doors locked and secure.
 - The main hall uses retractable switches - to operate refer to the diagram below, a copy of which is mounted alongside the light switches in the hall.



- The keys are to be returned to and secured in the key box at the front door immediately after a hiring.

Please comply with all of the above, otherwise the committee shall be at liberty to make an additional charge, or by withholding all or part of the deposit.

13. **The Committee** reserves the right to cancel this hiring in the event of:
 - the hall being required for use as a Polling Station, for a Parliamentary or Local Government Election or Bye-election.
 - if in the opinion of the committee they have been misled in the hiring application

Take great care when moving items across the dance floor.

Bramshaw Village Hall is proud to offer one of the best dance floors on the south coast. The Trustees inspect the floor regularly and damage can be linked to a specific hall hire period. Damage to the floor costs a minimum of £500 to repair.

If, in the course of your activities, you use heavy items or items with spikes or metal legs on the floor, please be aware that this could cause damage. Please lift or use the trolley in the chair store to move the items and take great care when moving items and equipment across the dance floor.

All **liquid spills** must be promptly removed as water ingress will cause the boards to swell and cup, causing serious damage.

- if in the opinion of the committee the hiring is liable to cause a breach of these or other statutory regulations
- if the committee decide, more than 28 days prior to the booking, for any reason.

In the event of cancellation by the committee the hirer shall be entitled to a refund of any deposit paid.

14. **In the event** of the hall or any part thereof been rendered unfit for the use for which it has been hired, the committee shall not be liable to the hirer for any resulting loss or damage whatsoever.
15. **The Hirer** shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989. Safeguarding of the children is the responsibility of the hirer.

Schedule of special conditions

16. **The limit of occupancy** of the Hall is 200 (two hundred) persons. Any excess shall be just cause for the committee to terminate a hire. The hirer shall note that this number includes all stewards, band-members, waiters and waitresses and all of the helpers for whatever purpose.
17. **Nails, tacks, screws, pins** or other like object shall not be driven into any part of the Hall structure, nor shall any placards or articles be fixed there too. No electric light bulb shall be removed.
18. **All functions are to terminate by 11:59 pm**
19. **No copyright material** should be performed without the license of the copyright owner or agent. The hirer shall indemnify the committee against any claim from infringement of copyright which may occur during the hiring.
20. **The committee** shall not be responsible for loss of, nor damage to, any property nor for any loss, damage or injury which may be occurred by, or happened to, any person or persons using the hall or car park; nor for any loss resulting from the breakdown of any machinery, failure of electricity supply, water leakage, fire, or act of God or terrorist which may occur during the period of the letting neither shall the

committee be responsible for any loss incurred by the hirer due to the closure of the hall prior to the higher date resulting in the cancellation of the booking.

21. **The Hirer** shall make good and pay for any damage caused to any neighbouring house, garden or personal property caused by any act or neglect of the hirer or anyone to whom the hirer is responsible or anyone permitted by the hirer to enter the premises.
22. **Any Member of the management committee of the Trust**, Police Constable, Fire Officer or other legally appointed agent, has a right of entry to the hall during hiring.
23. **It is the Hirer's responsibility** to maintain good order in the hall during the period of the hire. If as a result of complaints an Officer of the Committee deems it necessary to engage the assistance of the Police to maintain order prior to, during or after a hiring, any costs incurred shall be born by the hirer.
24. **The committee** reserves the right to terminate any entertainment, meeting, dance or party that is considered to be overcrowded or not properly conducted. The committee shall not be responsible for any subsequent loss by whosoever incurred.
25. **The grand piano** situated in the main hall is a professional instrument and is not to be moved or played without permission from the Trustees. The instrument is available for hire by accomplished pianists - please email bramshawtrustee@gmail.com for details.

26. **Use of bouncy castles at Bramshaw Village Hall**

• **Public liability insurance**

Bramshaw Village Hall's public liability insurance policy does not cover the use of any bouncy castle, or other such sports, leisure and entertainment equipment within the village hall or within its grounds.

• **Safe use of bouncy castles**

We recommend that you read the ROSPA web site advice about the hire and safe use of bouncy castles (<https://www.rospace.com/leisure-safety/advice/bouncy-castles/>) before you hire any bouncy castle, or other such sports, leisure and entertainment equipment.

We recommend that bouncy castle equipment should only be hired from, and set up by, reputable hire companies, who provide **you** (the **hirer** of the bouncy castle equipment) with comprehensive safety guidance regarding your operation (possibly including your setting up and dismantling) and your safe supervision (of all users at your party public/event) of the bouncy castle.

• **Public liability insurance for the use of bouncy castles**

Reputable bouncy castle hire companies should have their own public liability insurance to cover their equipment and the setting up and dismantling of the bouncy castles.

However, please note that a bouncy castle hire company's public liability insurance:

- a) only covers **them** (i.e. the bouncy castle hire company);
- b) it does not cover **you** (i.e. the **hirer** of the bouncy castle equipment) or anybody you allow to use the bouncy castle equipment at your party/event.

Bramshaw Village Hall management committee will only allow the use of bouncy castles and similar equipment within the village hall and its grounds if hirers:

- a) provide **evidence** that they have **obtained appropriate public liability insurance** for the use of a bouncy castle within the village hall (i.e. **you**, the **hirer** provide our Bookings Secretary with a copy of your own public liability insurance for your use of a bouncy castle within Bramshaw Village Hall at your party/public/event; and
- b) confirm (by providing a signed copy) that they have read and agreed with our separate 'Terms of conditions for use of a bouncy castle at Bramshaw Village Hall (See document section)

Bramshaw Village Hall - Hirer's check list before vacating premises

DURING USE

- 1 Immediately clean any liquid spillages on the maple dance floor
- 2 If the sound limiter is triggered", " power to the hall sockets will be cut and you will need a key holder Trustee to attend to reset the sound limiter.

BEFORE LOCKING UP

- 1 Empty the **bins** in the kitchen and the three toilets in the main lobby and place the bin bags in the locked wheelie bin in the car park (key in kitchen above sink).
- 2 Ensure the **patio door** is fully closed and locked.
- 3 Ensure all **windows** are closed and locked.
- 4 Ensure the **fire exit** in the main hall is locked.
- 5 Turn off all **lights** in the hall", " lobby", " kitchen and toilets.
- 6 Sweep the **maple floor** using the scissor broom kept in the chair store to remove any debris.
- 7 Remove any food residue from the **maple floor** using equipment in the cleaning cupboard in the chair store.
- 8 Return all **chairs and tables** to the chair store", " stacking chairs in their respective types no more than 10 chairs high.
- 9 Check no **taps** are running in the ladies'", " gents' or disabled toilets.
- 10 Check no **cisterns** are continually filling up in the ladies'", " gents' or disabled toilets. To stop", " rotate the cistern button clockwise to release the valve.
- 11 Check the south side entry **doors** has not been opened using the push bar and left unlocked.
- 12 Check the **water heater** in the kitchen has been turned off.