

Bramshaw Village Hall - May 2021

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

Weddings and parties require a £250 deposit

Fields marked * must be filled in.

<p>Your Name *</p> <input style="width: 95%;" type="text"/>	<p>Telephone *</p> <input style="width: 95%;" type="text"/>
<p>Email Address *</p> <input style="width: 95%;" type="text"/>	<p>Email Address Again *</p> <input style="width: 95%;" type="text"/>
<p>Address *</p> <input style="width: 95%;" type="text"/>	
<p>Privacy * </p> <p> <input type="radio"/> Show Contact Info <input checked="" type="radio"/> Hide Contact Info <input type="radio"/> Private Event </p>	
<p>Your Organisation</p> <input style="width: 95%;" type="text"/>	<p>Your Website</p> <input style="width: 95%;" type="text"/>
<p>Event Title *</p> <input style="width: 95%;" type="text"/>	<p>Number Attending * </p> <input style="width: 95%;" type="text"/>
<p>Date *</p> <input style="width: 95%;" type="text"/>	
<p>Facilities Required *</p> <p> <input type="checkbox"/> Main Hall <input type="checkbox"/> Community Room <input type="checkbox"/> Committee Room </p> <p style="background-color: yellow;">The main hall hire includes use of kitchen and a side room</p>	
<p>Fixed session times:</p> <p>Morning • 09:00 - 13:00 (9am - 1pm)</p> <p>Afternoon • 13:30 - 17:30 (1.30pm - 5.30pm)</p> <p>Evening • 18:00 - 23:59 (6pm - 11.59pm)</p>	
<p>Start Time (24-hour-clock) *</p> <input style="width: 95%;" type="text"/>	<p>Finish Time *</p> <input style="width: 95%;" type="text"/>
<p style="background-color: yellow;">Must be four-digit 24-hour clock.</p> <p>e.g. 0900 or 1630.</p>	
<p>Event Description *</p> <div style="border: 1px solid #ccc; padding: 5px; min-height: 40px;"> <p>Brief Description</p> </div>	
<p>Message for the Administrator</p> <div style="border: 1px solid #ccc; padding: 5px; min-height: 40px;"> <p>Optional</p> </div>	

Review the Booking
Cancel

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 May 2021			
Main Hall (including kitchen and green room)	AM	PM	EVE
Basic hire rate	£50.00	£50.00	£90.00
Discounted hire rate for local residents	£30.00	£30.00	£60.00
Business hire rate	£60.00	£60.00	£110.00
Bramshaw Village Hall clubs and associations	£25.00	£25.00	£25.00
Community Room			
Basic rate	£30.00	£30.00	£30.00
Discounted rate for local residents	£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 24 hours of hire of the premises, including Main Hall, Kitchen, Green Room and Garden			
Basic hire rate	£550.00	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 incurred	
Discounted hire rate for local residents	£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			
Basic hire rate	£250.00	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 incurred	
Discounted hire rate for local residents	£200.00		

v **Hire Period**

The hire periods specific to this agreement are set out as follows and chosen by the Hirer using on theline 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 describing the hiring agreement and shall not sub higher or use the premises or allow the premises (including the car park) to be used for any unlawful purpose or in any unlawful way it nor do anything or bring into the premises anything which may in danger 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 this may be needed, whether for the sale or supply of intoxicating liquor, from the performing rights Society, from photographic performance Ltd or otherwise and for the observance of the same.
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 or stage please.
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 bought by him 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 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 higher shall we be responsible for leaving the premises (including toilets) and surrounds in a clean and tidy condition, properly locked and secured. All rubbish should be placed in the wheelie bin situated opposite the South Wing entrance door. All spillage shall be wiped up, tables and chairs cleaned, tables folded and stored away, 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 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, by with holding 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
 - 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 of 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 and it only fit and proper persons have access to the children.

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, tax, 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.