

# **Breachwood Green Village Hall**

Chapel Road, Breachwood Green Hitchin SG4 8NX

## **Conditions of Hire**

All applications for hiring of Breachwood Green Village Hall (the Premises) shall be made on the booking system <https://hallbookingonline.com/breachwood/> or from the Bookings Clerk by emailing [clerk@kwpc.org.uk](mailto:clerk@kwpc.org.uk). Where a booking is accepted you will receive a confirmation by email. No application will be deemed to be accepted until this is issued.

Bookings are not secure until a refundable deposit of £100 is paid, an invoice will be issued for this. The full hire charge should be paid a minimum of 14 days before the function. The deposit will be refunded after the event providing the following conditions have been adhered to and no damage has occurred. It may be retained in full or in part if any of the conditions have been breached.

## **Supervision**

The Hirer must be present at the event and will notify the Management Committee immediately of any damage, loss or breakage at the Premises whether caused by the Hirer or not. The Hirer is responsible for and damage, loss or breakage, however caused, which may occur during the period of hire, and shall reimburse the Management Committee for the cost of making good if it exceeds the £100 deposit.

## **Use**

The Premises shall only be used during the time and for the purposes stated on the application form. The hirer shall not sub-hire or assign the Premises or any part of it. The hirer should not bring anything into the Premises that endanger it or invalidate any insurance policies in respect of the Premises.

The Hirer shall not permit any unlawful activities to be carried out in the Premises

The Hirer shall not install or use any sound equipment, additional lights (including spotlights) or heating appliances of any kind other than those provided at the Premises, unless by prior arrangement with the Management Committee

The use of portable liquid propane gas (LPG) heating appliances, gas cannisters to fill balloons, lighted candles or vaporised imitation smoke is prohibited.

No engine or article of an inflammable or explosive nature, or producing an offensive smell, or any oil, gas or similar substance shall be brought into the Premises without the written consent of the Management Committee

No internal decorations of a combustible nature should be erected in the Premises without the consent of the Management Committee. These must not be put up near the heaters or light fittings.

Nails, screws, tacks or bolts shall not be driven into walls or any part of the building. Self-adhesive tape should not be attached to the walls.

If using amplified music (e.g. for a disco) the Hirer should ensure that the volume is turned down by 11pm

### **Compliance with Regulations**

The hirer must comply with all regulations in force at the time of hiring, including but not limited to:

Premises Licence, Performing Rights and Phonographic Performance, Public Entertainment, Gaming, Betting & Lotteries, Sale of Alcohol (Temporary Event Notice), Health and Hygiene, The Children's Act 1989, Fair Trade Laws and codes of practice, Health Act 2006,

The Hirer is responsible for obtaining any licence required in connection with the hire that is not held by the Management Committee.

The Hirer must indemnify the Management Committee for any costs arising from the failure to observe these rules.

### **Public Safety**

The Hirer must comply with all conditions and regulations made in respect of the Premises by the Fire authority, Local Authority, and the Licensing Authority.

#### **Fire**

The Hirer should familiarise themselves with the emergency exits, escape routes, firefighting equipment, and assembly points. A plan showing the exits and location of fire fighting equipment is displayed in the foyer.

The Hirer should ensure that all emergency exits, and escape routes should be kept clear and that exit signs are visible at all times

In the event of a fire the fire brigade should be called, and the Management Committee should be informed of the details.

#### **Electrical appliances**

The Hirer shall ensure that any electrical appliances brought into the Premises are in a safe, good working order.

#### **Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public to the Management Committee as soon as possible and complete the relevant section of the accident book which is located in the kitchen. Any failure of equipment belonging to the Premises or brought in by the Hirer should be reported to the Management Committee as soon as possible.

#### **Indemnity**

The Hirer indemnifies the Management Committee against all claims arising from use or hire of the Premises or of any equipment, fixtures or fittings provided, in so far as the claims do not fall within the responsibility of the Management Committee as owner occupier of the Premises.

The Hirer is advised to give serious consideration to insuring against claims or losses which may arise as a consequence of their hire of the Premises.

No liability is accepted by or on behalf of the Management Committee for injury, loss or damage to persons or property resulting from the hire or use of the Premises, fixtures, equipment, fittings, or facilities provided, whether during the period of hire or otherwise, unless the injury, loss or damage arises from negligence of the Management Committee, its agents or associates.

## **Cancellation**

### **By the Hirer**

In the event of cancellation within 21 days preceding the event, the full hire charge will be forfeited. Should the Premises subsequently be let, reimbursement is at the discretion of the Management Committee.

### **By the Management Committee**

The Management Committee reserves the right to cancel, without notice, the hire agreement if the Hirer fails to observe these conditions. This will not release the Hirer from any obligations under the hire agreement or any right to remedy which the Management Committee has under the agreement and the Management Committee shall be entitled to keep any deposits paid and so sue for any balance outstanding.

The Management Committee reserves the right to cancel the hire agreement by written notice at any time if they believe that the continued hiring would not be in the interest of good management of the Premises (as to which the decision of the Management Committee shall be final). In this case the Management Committee shall not be liable to damages or otherwise of its actions under this clause. On termination of the agreement under this clause the Management Committee may, at its discretion, return any deposit paid but shall not be liable to the Hirer for any loss or damage he may sustain arising out of such termination.

Priority will be given to use of the Premises for electoral purposes or in the event of a local or national emergency. Any bookings clashing with such events must be forfeited. Any monies paid in respect of such bookings will be refunded in full, but the Management Committee will not be held responsible for any other losses resulting from the cancellation.

If the Premises becomes unfit for the use intended by the Hirer the Management Committee shall cancel the agreement by written notice. Any monies paid in respect of such bookings will be refunded in full, but the Management Committee will not be held responsible for any other losses resulting from the cancellation.

### **End of Hire**

The Hirer shall be responsible for leaving the Premises and surrounding area in a tidy and clean condition. All lights, water and heating should be turned off and refuse placed in the external bin in the car park. Any equipment or contents used should be properly replaced in their usual positions. The Premises must be properly locked, the alarm set and the keys replaced in the key safe.

The Hirer shall ensure that persons leaving the Premises do so in an orderly manner with minimum noise and with consideration for residents.

The Management Committee accepts no responsibility for any stored equipment or other property brought into or left at the Premises and all liability for loss or damage is hereby

excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of day the property remains in the Premises.

The Management Committee reserves the right to dispose of any property left in the Premises for more than 7 days without prior consent and to charge the Hirer any costs incurred in the disposal

### **Rights**

The agreement to hire the Premises constitutes permission only to use the Premises and confers no tenancy or other right to the occupier.

None of the provisions of the agreement to hire the Premises are intended to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person other than the Management Committee and the Hirer

### **Parties for Teenagers**

Applications to hire the Premises for parties consisting mainly of persons between the ages of 13 to 20 inclusive will not normally be accepted except from village residents.

No application for the hire of the hall will be accepted from persons under the age of 21 unless booked by a parent or guardian.

The hirer must undertake to have one person over the age of 21 for every 10 young people attending and a maximum of 100 persons total must not be exceeded

The hirer is responsible for maintaining good order among young persons attending a function, both inside and immediately outside the premises.

No alcohol shall be brought on to the premises except for the consumption by persons over the age of 18 and by prior arrangement with the Management Committee. The Hirer is responsible for ensuring that no alcohol is consumed by persons under the age of 18.

The Management Committee may perform spot checks during the hiring to ensure compliance with these conditions.

### **Disabled Users**

The Hirer is responsible for ensuring the safe evacuation of wheelchair users and other people with disabilities in the event of an emergency.

**THE HIRER'S ONLINE BOOKING SHALL CONSTITUTE ACCEPTANCE OF THESE CONDITIONS**