

IMPORTANT – PLEASE READ

Broomfield Village Hall Charity

These standard conditions apply to all hiring of the Village Hall. If the Hirer is in any doubt as to the meaning of the following, the Charity Administration Officer should immediately be consulted. Hirers should be aware they are entering into a contract that could be used in evidence should legal action become necessary.

Throughout the hiring agreement (booking form) and conditions of hire:

- Broomfield Village Hall Charity may be referred to as “the Charity”, “Village Hall” or “BVHC” and this includes the Village Hall Charity trustees, employees, volunteers, agents and invitees.
- The hirer named on the booking form, referred to as “the hirer” also includes members of the organisation’s management committee (if appropriate), its employees, volunteers, agents and invitees

In consideration of the hire fee, Broomfield Village Hall Charity agrees to permit the hirer to use the specific hall described, for the period(s) stated in the hiring agreement.

The regular hire may be terminated by one calendar month’s notice in writing by either party, (Broomfield Village Hall Charity or the Hirer)

Payment and Damage Deposit:

New regular hirers must initially book for an agreed period, usually six weeks, and payment is due, in full, within 14 days of booking the hall otherwise the booking will be cancelled. During the initial hire period, if hirers wish to continue with the booking they should confirm this to the Administration Officer, a contract will then be prepared and once signed and returned the 15% regular hirers’ discount and monthly invoicing will be applied.

Regular hirers will be invoiced on a monthly basis and payment is due within 14 days of the invoice date. Failure to pay by invoice due date will result in the hall being unavailable for sessions until the outstanding fees are paid in full. Any continuation of late payment will result in cancellation of future bookings.

A damage deposit is required and must be paid by bank transfer no later than one month before commencement of the hire period. The damage deposit will be returned within 2 weeks of when the hire period ends providing no loss, damage, extra cleaning or caretaking duties have been incurred. Any outstanding hire fees will be deducted from the damage deposit.

None of the provisions of this Agreement 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 Agreement.

STANDARD CONDITIONS OF HIRE

1. Age: All hirers MUST be over the age of 25

2. Hirer in attendance and Supervision: The hirer confirms that he/she will be in attendance throughout the hiring period. *Once the Village Hall has been opened by the Caretaker, the responsibility of the Village Hall and the contents shall remain the responsibility of the Hirer throughout.*

(a) Care and Supervision of Premises: The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care and safety from damage however slight or change of any sort. The Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

(b) Behaviour: The hirer is responsible for the behaviour of all persons present at their event/class and whilst using the premises and premises car park.

3. Use of Premises: The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

PLEASE NOTE THE FOLLOWING:

The Central Foyer: is for use of all those within the Village Hall and therefore should not be taken over by any one group/class. It is also the main route of emergency exit for all within the Village Hall and must not be blocked or obstructed by either groups or persons or personal belongings.

No Gum: No chewing gum/bubble gum is permitted on the premises.

Decorations/Notices/Signs – Decorations/notices/signs are not permitted to be attached to the painted interior walls of the building. They may be attached to the doors, windows or partition wall using blue tack or string. No sellotape or drawing pins should be used. It is not permitted to attach anything to the floor of the building. Any repairs required for damage caused will be charged to the Hirer and deducted from the damage deposit.

Bouncy Castles/Inflatables: are NOT PERMITTED and prohibited by Village Hall insurers.

STRICTLY NO BBQs – The use of BBQs on the premises is NOT PERMITTED and NOT covered by the Village Hall insurance. If any accident results due to failure to comply, the hirer will be responsible for ALL DAMAGE & REPAIRS personally.

Smoke, snow and Bubble machines: are not permitted to be used anywhere in the village hall. When lighting candles on celebration cakes, please ensure they are not positioned directly beneath a smoke sensor. Glitter balloons are not permitted.

4. Insurance and indemnity

(i) The Hirer is liable for:

- a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of the hirer's negligence, to any part of the premises including its curtilage or its contents
- b) costs arising from accidental and malicious loss or damage and for loss or damage arising out of the Hirer's negligence done to the Village Hall's WiFi service (if any)
- c) all claims, losses, damages and costs made against or incurred by Broomfield Village Hall Charity, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the Hirer's use of the premises (including the storage of equipment) and use of the WiFi service (if any), and
- d) all claims, losses, damages and costs made against or incurred by BVHC as a result of any nuisance caused to a third party as a result of the hirer's use of the premises and/or the use of the WiFi service (if any), and subject to sub-clause 4(ii), the hirer must indemnify BVHC against such liabilities.

(ii) Broomfield Village Hall Charity will take out adequate insurance to insure the liabilities described in sub-clauses 4(i)a) and 4(i)b) above and may, in the Charity's discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 4(i)c) and 4(i)d) above. BVHC will claim on its insurance for any liability the hirer incurs but you must indemnify us against:

- a) any insurance excess incurred and
 - b) the difference between the amount of the liability and the monies Broomfield Village Hall Charity receive under the insurance policy.
- (iii) Where BVHC do not insure the liabilities described in sub-clauses 4(i)c) and 4(i)d) above, the hirer must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to the Administration Officer. If the hirer fails to produce such policy and evidence of cover, BVHC will cancel this Agreement and re-hire the premises to another hirer. Broomfield Village Hall Charity are insured against any claims arising out of the Charity's own negligence.

5. Gaming, Betting and Lotteries: The Hirer shall ensure that there is no contravention of the laws relating to gaming, betting and lotteries.

6. Licences: Proof of public liability insurance and membership of professional associations, qualifications etc. and “The Music Licence” from PPL PRS Limited will also be required with bookings where applicable.

7. Music: The Deregulation Act 2015 requires the hirer to have written permission for performance of live music and the playing of recorded. Completion and signature of the booking form confers that permission. The hirer must ensure the relevant PRS and PPL licences are held.

8. Film: The hirer must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The hirer must ensure they have the appropriate copyright licences for film. Completion and signature of the booking form confers permission under the Deregulation Act 2015 to show a film.

9. Safeguarding children, young people and adults at risk: The hirer must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, the hirer must provide BVHC with a copy of the hirer’s Safeguarding Policy and evidence relevant checks have been carried out through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

10. Public Safety Compliance: The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority and the hall risk assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

(i) Hirers should be aware of the dangers of clothing catching fire whilst utilising the cooker in the kitchen;

(ii) Hirers should not allow children in the kitchen

(iii) The Hirer acknowledges that they have received instruction in the following matters (see information folders in kitchen/kitchenettes):

- The action to be taken in event of fire. The Fire Brigade must be called to any outbreak of fire, however slight and the caretaker must be informed. It is the responsibility of the Hirer or their nominated representative to evacuate the building.

- The location and use of fire equipment. See information folder for location of fire equipment. This equipment should not be deployed without due cause and any misuse resulting in repair/replacement of the equipment will be charged in full to the hirer.

- Escape routes and the need to keep them clear. All hirers must familiarise themselves with the whereabouts of emergency exits and under no circumstance whatsoever should these be obstructed or blocked but must be kept free with adequate room in all directions from their use in case of emergency.

- Method of operation of escape door fastenings.

- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(v) In advance of any hiring the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.

- That all escape routes are free of obstruction and can be safely used.

- That any fire doors are not wedged open.

- That exit signs are illuminated.

- That there are no obvious fire hazards on the premises.

Covid-19 The hirer must comply with current Government requirements with regard to social distancing and hygiene measures including any requirement to carry out a risk assessment to ensure appropriate measures have been taken to ensure compliance.

11. Noise: Persons attending the Village Hall are not permitted to congregate outside the building. All outside doors must be kept closed whilst disco music or any other noise generating activity is in progress. All hirers and their guests must vacate the premises in an orderly, quiet manner so as not to cause nuisance to surrounding residents.

12. Drunk and disorderly behaviour and supply of illegal drugs: The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. No illegal drugs may be brought onto the premises. No **drinks** shall be carried outside, into the car park or on the grounds of the Charity. Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. BVHC will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

13. Health and Hygiene: The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer.

14. Electrical Appliance Safety: The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

15. Stored Equipment: The Broomfield Village Hall Charity accepts no responsibility for any stored equipment or other property brought on to 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 if left behind must be collected within 48 hours or will be disposed of by the Charity.

16. No smoking: In accordance with the Health Act 2006 the Village Hall is a non-smoking establishment and as such, no smoking whatsoever is permitted within the building. There is a clearly signed designated smoking area in the Village Hall grounds and smoking is not permitted in any other areas. The hirer must ensure that anyone wishing to smoke does so in the smoking area and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

17. Accidents and Dangerous Occurrences: The Hirer must report all accidents involving injury to the public to the Premises Manager **as soon as possible** and complete the relevant section in the Village Hall's accident book. Any failure of equipment belonging to the Village Hall must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the local authority. The Village Hall will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR 2013).

18. Explosives and Flammable Substances: The hirer shall ensure that: (a) Highly flammable substances are not brought into, or used in any part of the premises and that; (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of Broomfield Village Hall Charity. No decorations are to be put up near light fittings or heaters. (c) **No lit candles are to be used in any circumstances.**

19. Heating: The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Broomfield Village Hall Charity. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

20. No Animals: The Hirer shall ensure that no animals (including birds) (with the exception of fully trained guide dogs, hearing dogs and assistance dogs) are brought into the premises, other than for a special event agreed to by Broomfield Village Hall Charity. No animals whatsoever are to enter the kitchen at any time.

21. Fly posting The hirer must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep indemnified us

accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

22. Sale of goods

Hirers must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the hirer must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

23. Wi-fi: Hirers wishing to use the Wi-fi service will be required to sign Broomfield Parish Council's Wireless Network Terms of Service and Acceptable Use Policy, this should be requested at the time of booking.

24-26 see Wi-fi policy above

27. (a) Cancellation by Hirer: Cancellations of individual sessions made more than 3 weeks in advance will result in a refund which will be credited to the next invoice. Cancellations with less than 3 weeks' notice will be considered on an individual basis but a refund is not guaranteed. Sessions cancelled due to sickness will result in a refund carried over to the next invoice, provided that the caretaker is informed immediately by phone and with a follow up email to the office. Continued cancellations will result in a review of the contract.

(b) Cancellations by the Charity: The Broomfield Village Hall Charity reserves the right to cancel any bookings in the event of the Hall(s) (1) being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, or (2) in the event of an emergency requiring closure of the premises or use of the premises as a shelter for victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters in which case the Hirer shall be entitled to a refund of any hiring fee and/or deposit already paid. The Charity also reserves the right to cancel the hiring at any time, up to and including the date of hire, should it be found that the Hall(s) have been hired by person(s) misrepresenting the purpose of hiring and description thereof. In this instance the Hirer will forfeit the right to refund.

In the event of the Hall(s) or any part thereof being rendered unfit for the use to which it has been hired, the Charity shall not be liable to the Hirer for any resulting loss of damage whatsoever.

28. Commencement and End of Hire: The Hirer shall be responsible for arriving and for leaving the premises at the required time and must not leave the hall unoccupied at any time during the hire period. Hire times must include all set up and clear away time required by caterers, technicians, entertainers and others. **Failure to vacate the premises at the agreed time will result in extra charges that will be deducted from the damage deposit.** The hirer is responsible for leaving the surrounding area in a clean and tidy condition. Tables used should be wiped clean of any food/drink/debris before returning to storage and floors to be swept. Any items temporarily removed from their usual positions should be properly replaced, otherwise the Charity shall be at liberty to make an additional charge. The hirer shall indemnify the Charity for the cost of repair of any damage done to any part of the property, including surroundings or the contents of the building which may occur as a result of the hire.

29. No alterations or additions may be made to the premises nor may any fixtures be installed or be attached in any way to any part of the premises without the prior written approval of the Administration Officer or Premises Manager. Any alteration, fixture, fitting or attachment so approved shall, at the discretion of the Broomfield Village Hall Charity, remain in the premises at the end of the hiring. It will become the property of the Broomfield Village Hall Charity unless removed by the hirer who must make good any damage to the satisfaction of the hall or, if any damage caused to the premises by such removal.

30. No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer.

Last updated: 29.9.23