

Bromham Village Hall Hire Terms & Conditions

If the **Hirer** is in any doubt as to the meaning of the following, the Village Hall Office should immediately be consulted.

For the purposes of these conditions, the term **HIRER** shall mean an **individual hirer** or, where the **hirer** is an **organisation**, the **authorised representative**.

1. Period of Hire

The Hall may be open for events from 7am on any day, but where 'Public Entertainment' is permitted, from Noon Monday to Friday and from 9am Saturday and Sunday. All events must be completed by midnight Monday to Saturday and 10pm Sunday. The **period** booked **must include** time required for **preparation prior to the event** and **clearing up after the event**. The **caretaker** is **NOT** authorised to extend or vary the period of hire.

2. Terms of Payment

The booking will be **confirmed** on payment of the **deposit of £30**. The **balance** of charges in respect of each hiring must be paid a minimum of **four weeks** before the event date. The total charges in respect of each hiring must be made, if within four weeks of the required date, accompanied by the returnable cash Damage Deposit (see below). If the application is not granted all monies will be refunded.

3. Damage Deposits

A Damage Deposit **will** have to **be paid in advance**. The **hirer** will be informed at the time of booking if this is required, and the amount. This deposit is to be paid in **cash**, at the time of **payment** of the balance of hire charges (**normally at least four weeks before the event**). This deposit **will be refunded** in full after the event by Bromham Village Hall **if no damage or loss or extra cleaning work** is required after the event, and the **terms of letting have been adhered to**. Additionally, further charges may be levied, if necessary, because of excessive damage done or additional work being needed which is not covered by the amount of the Damage Deposit paid. The Damage Deposit may also **not be returned** if undue noise or other disturbances are caused by the hire, especially if complaints are received from third parties. **In the event that Bromham Village Hall staff must be called out to deal with a problem caused by the hirer or any person attending their event (such as resetting an incorrectly set off fire alarm) the Trustees may charge the hirer an additional fee for this.**

4. Cancellation of Booking

If the **Hirer** wishes to cancel the booking before the date of the event and the Trustees are unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Trustees. **The Trustees reserve the right to cancel any hiring** in the event of the hall being required for use as a Polling Station for a Parliamentary, European or Local Government election or by-election, in which case the **Hirer** shall be **entitled to a refund of any deposit/monies already paid. Regular Hirers (4 weeks' notice of cancellation required).**

5. Unfit for Use

In the event of the hall, or any part of Bromham Village Hall premises or playing fields, being rendered unfit for the use for which it has been hired, the Trustees shall not be liable to the **hirer** for any resulting loss or damage whatsoever.

6. Refusal of booking

The **Trustees reserve the right** to refuse a booking without notice or to cancel this hiring agreement at any time, either before or during the term of the agreement, upon giving notice in writing to the **hirer**.

The **Hirer** shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the **hirer** to the Committee. But the Committee shall not be liable to make any further payment to the **hirer**.

7. Public Liability Insurance

Bromham Village Hall Trustees insurers provide cover up to £5,000,000 for those that use the hall for private or social purposes.

Commercial users (**defined as individuals, groups or organisations that are making a profit or financial gain out of using the building**) **are not covered by the Trustees policy and must arrange their own insurance.**

All **Hirers** are responsible for making arrangements to insure against third party claims, which may arise while using the Village Hall.

Claims may be judged invalid if any hirers or users fail to observe the

- Terms and Conditions**
- Guidelines and Notices issued or erected by the Trustees**
- Relevant Licensing Conditions**
- Current Health & Safety requirements**

NB. If the **hirer** proposes to use Bouncy Castles or engage in any other hazardous activity the **Trustees must be informed**, in writing, in advance, as additional conditions may apply. The Bouncy Castle provider should carry public liability insurance up to the value of £5,000,000, a copy of which is required by the Village Hall Trustees prior to the event.

8. Alcohol

The Bar Service is included if requested at the time of booking and must be used to provide alcohol consumed on the premises. Under NO circumstances are Hirers or their Guests permitted to bring in their own alcohol to consume or sell on the premises.

9. Public Entertainment

The hall is licensed for public entertainment consisting of:

- The performance of plays**
- The exhibition of films**
- Indoor sporting events**
- The performance of live music**
- The playing of recorded music**
- The performance of dance**
- Entertainments similar to those in 4, 5, 6**
- Making music**
- Dancing**
- Entertainment similar to those in 8 or 9**

The sale of alcohol under the Licensing Act 2003. Full details of the licence are available from the Trustees.

NB: Use of the licensed premises otherwise than in accordance with the terms of the licence may render the licensee and any other person (including hirer) who allows the premises to be so used, guilty of an offence under the Act and liable on summary conviction to a fine not exceeding level 5 of the Standard Scale.

NB: If an entrance fee is charged for the event and music, singing (live or recorded) or dancing is to take place, the Committee will meet any liability to the Performing Rights Society.

10. Use of Premises

The **Hirer** shall use the premises for Entertainment, Classes, Clubs, Physical Development (e.g. games, sports, dance) and Recreation (i.e. parties and celebrations).

The **Hirer** 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 persons or property or render invalid any insurance policies in respect thereof.

The **Hirer** shall ensure that Equipment and Facilities, are used in the manner and for the purpose for which they were designed, and only by those who are confident to make proper and safe use of them. Any failure of equipment either that belonging to the hall or brought in by the **hirer** must be reported as soon as possible.

11. Fire

The **Hirer** shall comply with all conditions and regulations made in respect of the premises by the Fire Authority. The Fire Brigade shall be called to any outbreak of fire, and the circumstances shall be reported to the Trustees. The **Hirer** must ensure that all equipment and facilities provided for use in the event of a fire are not tampered with.

Real flame (for candles, lamps, lanterns, flambeaux etc.) shall not be used. No naked flame, candles or equipment, are to be used. THIS IS A NO SMOKING BUILDING.

12. Fireworks & Chemicals

Hirers must not bring, fire or light Pyrotechnics (fireworks), bonfires, and firearms, as these are strictly forbidden within the hall, in the car park or on the surrounding playing fields at all times.

The **hirer** must not bring any chemicals into the building without the prior written consent of the Trustees. In the event that consent is given, the **hirer** must make arrangements for the safe temporary storage of the chemicals and their complete removal at the end of the hire period.

13. 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. All electrical equipment brought into the Hall must be P.A.T tested. This certificate must be available and produced on request. Where a residual circuit breaker is provided the **hirer** must make use of it in the interests of public safety. Electrical equipment provided by the Trustees for the use of **hirers** is inspected regularly. It however, the responsibility of the **hirer** to ensure that the equipment is fit for use, is used safely and only for its intended purpose.

14. Accidents & First Aid

The **Hirer** must provide a first aid kit and other facilities, including first aid training, commensurate with the activities to be carried on.

The **Hirer** must report all accidents or near misses involving injury to the public to the Trustees, in writing as soon as is reasonably practical; such events will be recorded in the Accident Report Book.

15. Health and Hygiene

The **Hirer** shall, if preparing, serving, or selling food observe all relevant food health and hygiene legislation and regulations. It is the responsibility of the user to ensure that the temperature of the refrigerator and freezer is suitable for purpose.

16. Gaming, Betting and Lotteries

The **Hirer** shall ensure that no activities take place, on or in relation to the premises in contravention of the law relating to gaming, betting, and lotteries.

17. Supervision

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 to avoid obstruction of the highway and/or disturbance to local residents.

The **Hirer will ensure** that all activities are carried out in a safe manner and in accordance with the most recent health and safety guidance provided for that activity.

The **Hirer** will ensure that **All Entrance** and **Exit doors** and corridors shall be kept unlocked and unobstructed during the time the premises are open to the public.

The **Hirer** will ensure that there shall be an adequate number of attendants on duty whenever the premises are open to the public. **No person under 18 years of age shall be engaged in the capacity of attendant at the premises.** The minimum number of attendants must be at least: **2 adults for up to 100 persons, 3 adults for 100-249 persons and 4 adults for 250+ persons. Attendants must be familiar with the evacuation and emergency procedures.**

The **Hirer** will ensure that no person other than attendants shall be allowed to sit or stand in the gangways, passages or staircases during any performance or entertainment and the gangways, passages and staircases shall be kept entirely free from chairs or any other obstruction.

Hirers are not permitted to allow overcrowding in such manner as to endanger the safety of the public or to interfere unduly with their comfort.

All public parts of the premises shall be kept properly and sufficiently ventilated to the satisfaction of the Licensing Authority.

The **Hirer** shall take all reasonable steps to ensure that any noise emanating from the premises, is such as not to cause injury to the hearing of any persons on the premises or annoyance to residents in the locality, including the Village Hall Car Park, before, during or after the event.

The **Hirer** shall ensure that **no animals** (including birds) **except guide dogs** are brought into the hall, **other than for a special event agreed to by the Trustees**. No animals whatsoever are to enter the kitchen at any time.

The **Hirer** shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children.

The **Hirer** shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Hall, and shall indemnify the Trustees accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

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

18. End of Hire

The **Hirer** shall be responsible for leaving the premises and surrounding area in a clean and tidy condition. All tables and chairs are located and stacked safely and in stacks no higher than 8 per stack. Any contents temporarily removed from their usual positions shall be properly replaced, otherwise the Trustees shall be at liberty to make an additional charge. The caretaker will unlock the hall at the beginning of the hiring and secure the hall at the end of the hiring. **The Hirer shall ensure that the hall is not left unattended at any time during the hiring nor at the end until the caretaker takes charge.**

The Hirer shall ensure that the minimum of noise is made on arrival and departure.

Schedule of Special Conditions

YOU MUST

- Vacate the Hall at the stated time and leave the premises **quickly and quietly**.
- Leave the premises in a clean condition, **with all chairs and tables returned to their original positions**
- All rubbish should be placed in the bins to the side of the Village Hall
- Keep noise to a minimum on leaving the building and when in the car park
- Keep ALL windows and doors shut during the period of hiring – except in an emergency.**

UNDER NO CIRCUMSTANCES ARE THE FOLLOWING ALLOWED:

- Setting off ANY fireworks** either in the **hall** or on the **Playing Field** or surrounding area.
- Use of party poppers** or **Confetti** of any description in the hall.
- Use of candles** or any **naked flame** anywhere on the premises.