

Terms and Conditions of Hire

Deposit Definitions

The Charity	Beech Village Hall and Recreation Ground
BVHMC	Beech Village Hall Management Committee or their representative
The Hirer	The individual or organisation that makes the booking for the Hall's facilities.
The Hall	The Beech Village Hall and Recreation Ground facilities including the Hall buildings, Village Green and car park, and the Recreation Ground between Medstead and Wellhouse Roads.
Regular Hirer	A Hirer who uses the Hall for more than 10 events and 40 hours a year.

It is hereby agreed that the Standard Conditions of Hire, together with any additional conditions imposed under the Premises Licence or that the Beech Village Hall Management Committee (BVHMC) deem necessary, shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the BVHMC and the Hirer.

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.

BOOKINGS AND FINANCE

1) Deposit

A refundable Security Deposit may be required at the time of booking. This will be refunded within 10 working days following the event date, less any deductions for cleaning and/or damages.

2) Payment of Invoices

a) Hirers:

- i) A minimum payment of the Security Deposit, £100 or the full hire charge must be paid in order to confirm a requested booking.
- ii) Full payment of the hire charge must be made 30 days prior to the Hirer being granted access to the Hall and grounds, unless agreed otherwise.

b) Regular Hirers:

- i) Full payment of the hire charge must be made by the last day of the month of hire.

3) Cancellation

a) Cancellation by the Hirer: In the event that the Hirer cancels the booking, this must be done in writing to BVHMC, and the following charges will be applied:

- (a) 28 days or more notice: No charge and Security deposit will be returned if applicable.
- (b) Less than 28 days and more than 13 days' notice: 50% of the hire cost.
- (c) Less than 14 days' notice: 100% of the hire cost

b) Cancellation by the Charity: The BVHMC reserves the right to cancel any booking or to change hire charges:

- i) Without notice for any booking that has not been confirmed.
- i) By giving 4 weeks written notice to the Hirer for a confirmed booking.
- ii) By written notice to the Hirer of a confirmed booking in the event of:



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- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- (b) the Village Hall management committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- (c) the premises becoming unfit for the use intended by the Hirer.
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit and hire charge already paid, but the Charity shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

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CHILDREN AND YOUNG ADULTS

1. Children's Parties

Individuals hiring the Hall for activities for children must review our Safeguarding Policy, comply with the safeguarding requirements in section 5 below, and ensure appropriate supervision of children by their parents at all times.

2. Young Adults' Parties (Adults aged between 18 and 22)

Such bookings require the specific approval of the Bookings Manager.

Parties primarily for young adults under 22 years of age will not be permitted unless supervised by an adult or adults over the age of 21 years and at a ratio of 1:20.

The leading supervisor's name and contactable mobile telephone number must be given at the time of booking.

ALCOHOL SALES AND MUSIC

1. The Village Hall holds two licences:
 - a. A Premises Licence, which governs the sale of alcohol and the provision of entertainment, and limits when these activities may take place.
 - b. A Music Licence from PPL and PRS For Music, which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, and television or by performers in person.
2. If any other licences are required, the Hirer must obtain them.
3. Alcohol may be consumed on the premises, but the sale of alcohol by a Hirer is not allowed unless *either* the bar manager is a Personal Licence Holder *or* a Temporary Event Notice (TEN) has been obtained for the event. Hirers needing to apply for a TEN must forward a copy of the Approval Notice to BVHMC before the event date and strict observance of the terms of the TEN is required.
4. Alcohol must not be supplied to persons under the age of 18 years under any circumstances.
5. All licensable activities (e.g. playing of music and sale of alcohol) shall cease by 22:30 hours and the premises are to be vacated by 23:00 hours.
6. No alcohol shall be consumed outside the premises after 22:30 hours.

END OF HIRE

1. The Hirer must ensure that all persons, including helpers, musicians, and bar staff as well as guests, vacate the Hall.
2. The Hirer is responsible for leaving the halls, kitchen, toilets and surrounding areas in a clean and tidy condition.
3. Kitchen equipment must be thoroughly cleaned and replaced in the cupboards.
4. All bottles and rubbish must be removed from the Hall and taken offsite for disposal.
5. Any items, such as chairs and tables, that have been moved must be returned to their usual positions.
6. The Hall must be properly locked and secured with all lights, taps and heating turned off, windows and doors closed and locked (unless directed otherwise).
7. All breakages or damages must be reported to the Booking Manager as soon as possible.

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The key should be returned promptly to the Bookings Manager as directed. A charge of £100 will be made if the keys for the Village Hall are lost or otherwise not returned to the Booking Manager.

8. The BVHMC may make an additional charge if any of these requirements are not complied with.

COMPLAINTS, ACCIDENTS AND INCIDENTS

The Hirer must notify BVHMC of any accident or incident as soon as possible, and must notify BVHMC of any complaint relating to the hire of the Village Hall in writing within 14 days of the hire date.

HIRER'S OBLIGATIONS AND RESPONSIBILITIES

1. The Hirer

The Hirer, not being a person under 21 years of age, agrees to be present during the hire or be represented by an authorised person and to comply fully with this Hire Agreement. Furthermore, the Hirer, or their representative, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for:

- a. Supervision of the premises, the structure and the contents; their care, safety from damage however slight or change of any sort;
- b. 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 and damage to the Village Green.
- c. Parking is not allowed on the grass unless specifically authorised.
- d. As directed by BVHMC, the Hirer shall make good or pay for all damage (including any accidental damage) to the premises, car park or to the fixtures, fittings or contents and for loss of contents.

3. Use of premises

- a. 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 on to the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
- b. BVHMC reserve the right to refuse admission to any person or persons without reason.
- c. No entrance charge may be made to attendees at private events without the written permission of BVHMC.

4. Noise

- a. The Hirer shall ensure that the minimum of noise is made on arrival and departure and in compliance with the Premises Licence strictly limit any noise after 22:30.

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- b. Music may only be played indoors at a reasonable volume and all music, recorded or live, must cease by 22:30 hours.
- c. The Hall is fitted with a noise pollution system which will cut power to sound systems when the limit is breached.
- d. The Hirer shall ensure that there is no outside performance of live or recorded music without the written permission of BVHMC.
- e. The Hirer shall respond positively and politely to any and all concerns from disturbed neighbours about excessive noise or unacceptable behaviour.

5. Safeguarding Vulnerable Users

Where the Hirer has attendees deemed as 'Vulnerable Users' the Hirer must take additional steps to safeguard them and those who may come into contact with them.

Vulnerable Users are defined as children under 18 years of age or any person who may be in need of services by reason of mental or other disability, age or illness; and who may not be able to take care of themselves, or is unable to protect themselves against significant harm or exploitation.

- a. **Individuals hiring the Hall for activities for children** must review our Safeguarding Policy and ensure appropriate supervision of children by their parents at all times. Individuals hiring the Hall for the purposes of holding activities where Ofsted registration is required should show their registration and their own Child Protection Policy. Safe recruitment processes should be used by the Hall users to appoint staff who will be working with children or vulnerable adults in any kind of activity.
- b. **Organisations hiring the Hall** must have a documented Safeguarding policy. Any adult working with children or vulnerable adults or who have unsupervised access, must have a current, satisfactory and appropriate Disclosure and Barring Service (DBS) check in place.
 - i. It is the hirer's responsibility to ensure that these are in place before the hiring takes place.
 - ii. BVHMC may ask to see evidence of this.
 - iii. It is the hirer's responsibility to ensure that anyone who has not had this check is never left alone with a child or vulnerable adult
- c. All Hirers must satisfy themselves that the premises and facilities are suitable for the needs of any vulnerable users.
- d. In the event of a child or vulnerable adult not being collected after an event, the responsibility of dealing with the situation rests solely with the Hirer, who if necessary must seek advice or involvement from the authorities or Police.
- e. The Hirer must ensure appropriate supervision of children and/or Vulnerable adults at all times
- f. If the Hall is in use by multiple users, the Hirer is responsible for ensuring other users are aware of the presence of children or vulnerable adults, and for providing the appropriate level of extra supervision required in shared areas.

6. Health & Safety

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- a. The Hirer is responsible for keeping a list of attendees so that a Roll Call can be completed following any forced evacuation of the premises
- b. The Hirer is responsible for understanding and for advising all attendees:
 - a. of the location of fire exits, extinguishers, first aid kit and fire assembly points that are indicated on the Hall's Notice Board;
 - b. that no smoking, naked flames or candles are permitted in the Village Hall;
 - c. that all entrances, exits and fire exits must be kept clear.
 - d. the procedure in the event of fire, accident or incident
- c. The Hirer must report the details of all and any incidents or accidents to the BVHMC

7. Public Safety Compliance

- a. The Hirer must comply with all conditions and regulations made in respect of the Hall by the Local Authority, the Licensing Authority and UK health and safety legislation.
- b. The Hirer must act positively where they can reasonably do so, to prevent injury, ill health or any danger arising from their activities or operations.
- c. The Hirer must familiarise themselves with:
 - i. The action to be taken in event of fire
 - ii. The location and use of fire equipment
 - iii. Escape routes and the need to keep them clear.
 - iv. Method of operation of escape door fastenings.
 - v. The importance of closing fire doors in the event of a fire.
- d. In advance of any event which constitutes regulated entertainment, at which alcohol is sold or provided, or which is attended by children, the Hirer must ensure that:
 - i. All fire exits are unlocked and panic bolts in good working order.
 - ii. All escape routes are free of obstruction and can be safely used.
 - iii. Any fire doors are not wedged open.
 - iv. Exit signs are clear.
 - v. Any fire hazards on the premises are supervised.

8. Means of escape

- a. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- b. Emergency lighting, smoke and heat alarms must not be switched off or otherwise tampered with.

9. Outbreaks of fire

- a. The Fire Brigade must be called to any outbreak of fire, however minor.
- b. The Hirer must ensure that the building is completely evacuated and attendees assembled on the Village Green.
- c. The Hirer must ensure that attendees do not attempt to re-enter the building until given approval by the Fire Brigade
- d. The Hirer must report to the Fire Brigade Officer and a Roll Call taken to ensure all persons are safe and/or inform them of any missing persons and their last known position.

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- e. The Hirer must notify the Bookings Manager and document details of the incident to BVHMC.

10. Electrical Appliance Safety

The Hirer should be aware of the following:

- a. the Hirer must 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 required the Hirer must make use of it in the interests of public safety.
- b. the BVHMC does not accept any responsibility should any such appliance activate the systems that protect the hall's power supply. The cost of rectifying any damage done to the Hall's electrical supply system will be recovered from the Hirer.
- c. the BVHMC will not accept any responsibility for any inconvenience or loss, including consequential loss, that may occur due to a power failure caused by that above, or by the power company supplying the Hall in the form of a general power cut.

11. Food 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. A refrigerator and freezer may be hired on the premises.

12. Insurance and Indemnity

The Beech Village Hall & Recreation Ground Charity accepts no liability for any loss or damage incurred during the hire of the Hall and grounds. It is the responsibility of the Hirer to take out specific insurance for the event if required. The Hirer shall be liable for:

- a. the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises, and
- b. all claims, losses, damages and costs made against or incurred by the BVHMC, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
- c. all claims, losses, damages and costs made against or incurred by the BVHMC, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, the Hirer shall indemnify and keep indemnified accordingly each member of the BVHMC and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

13. Accidents and Dangerous Occurrences

- a. The Hirer must report the details of any accident, injury, incident or malfunctioning equipment or facilities to BVHMC as soon as possible using our Accident or Incident reporting form.

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- b. The Hirer must report certain types of accident or injury to the UK Health and Safety Executive (HSE) using an online Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) report.
 - i. BVHMC will give assistance in completing this form.
 - ii. The list of circumstances that must be reported is maintained online by the HSE.

14. Sale of goods

If selling goods on the premises, the Hirer shall comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, 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.

15. Film shows

If showing films, the Hirer must ensure that they have the appropriate licence. Children shall be restricted from viewing age-restricted films classified by the British Board of Film Classification.

16. Drones

The Hirer shall ensure that Drones or Unmanned Aerial Vehicles (UAVs) are not flown from the Hall or grounds without the written permission of the BVHMC. Subject to BVHMC approval:

- a. All operators must comply with Civil Aviation Authority (CAA) legislation and guidance, outlined in the Drone and Model Aircraft Code, which covers operator ID, Flyer ID, safety, privacy, where UAVs can fly legally, and any authorisations and precautions that may be required.
- b. Flights will be limited to
 - i. One UAV operating for a maximum of 20 minutes in any one day.
 - ii. The UAV must remain within the perimeter of the Village Green at all times.
 - iii. The operator must not film people without their permission.

17. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

18. Deliveries

Deliveries to the Village Hall may only be made during the hire period (unless agreed otherwise by BVHMC) and must be supervised by the Hirer or their authorised representative. Fire exits must not be obstructed as a result of any such deliveries.

19. Stored Equipment

The BVHMC 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 sanctioned stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day until the same is removed.

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Failure by the Hirer, either to pay any charges in respect of stored equipment due and payable, or to remove the same within 7 days after the agreed storage period has ended, may result in the BVHMC disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

PROHIBITIONS

1. Smoking

The Hirer shall ensure compliance with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision must be asked to leave the premises.

2. Gaming, Betting and Lotteries

The Hirer must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

3. 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,
- b. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of BVHMC.
- c. No decorations are to be put up near light fittings or heaters.
- d. No naked lights, including candles, are permitted without prior consent of the Bookings Manager.

4. Heating

- a. The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of BVHMC.
- b. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used in any event.

5. Unacceptable Behaviour

- a. The Hirer shall ensure that excessive consumption of alcohol is controlled and that drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity.
- b. Alcohol must not be served to any person suspected of being under the age of 18.
- c. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way must be asked to leave the premises and the grounds.
- d. No illegal drugs may be brought onto the premises.
- e. No activities leading to a disturbance of the peace or that are offensive to public feelings are allowed, e.g. profanity, nudity, striptease, impropriety of language, dress, dance or gesture.

6. Fly posting

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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 shall indemnify and keep indemnified each member of the BVHMC accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

7. Fireworks

The Hirer must ensure that Fireworks are not ignited from the Hall or grounds.

8. Animals

- a. The Hirer must ensure that no animals (including birds) except guide dogs are brought onto the premises, other than for a special event agreed to by the BVHMC.
- b. No animals whatsoever are to enter the kitchen at any time, nor any part of the premises where food is present.

9. Dangerous and Unsuitable Performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

10. Alterations

- a. No alterations or additions may be made to the premises, nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written or emailed approval of the Bookings Manager.
- b. No sticky tape or blue/white tack may be used on the walls or blinds.
- c. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the Bookings Manager, remain in the premises at the end of the hiring. It will become the property of the BVHMC unless removed by the Hirer, who must make good to the satisfaction of the Bookings Manager any damage caused to the premises by such removal.

ON THE COMPLETION OF OUR BOOKING FORMS AND/OR SUBSEQUENT INVOICE PAYMENT FOR THE HIRE OF BEECH VILLAGE HALL, THE HIRER IS ACCEPTING ALL TERMS AND CONDITIONS HEREIN.

bookings@beechvillage.org.uk