



# BURGHFIELD VILLAGE HALL TERMS & CONDITIONS OF HIRE

## **1. Definitions**

- 1.1 Burghfield Village Hall (BVH) is owned by Burghfield Parish Council (BPC) and managed on its behalf by its Community Committee.
- 1.2 BVH is administered by Burghfield Parish Council staff who on behalf of BPC receive and confirm bookings, arrange access, inform Hirers of the terms and conditions of hire, and monitor adherence to these.
- 1.3 The Hirer refers to the person or organisation hiring BVH for any event. It is the Hirer's responsibility to ensure that any persons on the premises for the duration of their booking adhere to the terms and conditions of hire set out in this document.

## **2. Acceptance of Terms and Conditions**

2. Use of BVH is subject to the following Terms and Conditions. By making a booking and/or using BVH the Hirer accepts and agrees to these Terms and Conditions. The Hirer agrees to abide by and enforce the Terms and Conditions of Hire and sign the Hire Agreement (covering a period of up to 12 months) before using any of BVH Facilities. Any incident arising from a breach of the Terms and Conditions of Hire will be the sole responsibility of the Hirer. Any such breach will result in loss of deposit and could incur additional charges.

## **3. Opening Hours**

3. BVH is available for hire between 8:00am to midnight throughout the year (music may not be played beyond 11.00pm).

## **4. Village Hall Equipment and Facilities**

- 4.1 BVH comprises the Main Hall, Longton Hall, Hipwell Room, West Wing, Kitchen, Tea Point, and the West Wing kitchen – each of which is available for hire. *NB the kitchens may be subject to shared use.*
- 4.2 The booking of facilities within the hall shall entitle the Hirer to the use of BVH equipment by agreement with the BPC, such as tables and chairs, kitchen equipment and utensils if the kitchen has been booked, on the condition that all equipment is returned, clean and undamaged at the end of the booking.
- 4.3 Car Parking: Parking is available in the car park for up to 20 cars. Vehicles must not be parked on the highway or at the entrance or exit from BVH. There are two disabled bays. BPC advises the Hirer to supervise parking when a high attendance is expected and reminds Hirers that parking on pavements is not permissible. Hirers are encouraged to arrive by coach/minibus whenever possible.
- 4.4 Any damage or failure of equipment must be reported to the BPC.
- 4.5 Storage: The permission of the BPC must be obtained before goods or equipment can be stored in the premises overnight.

## **5. Booking Process and Conditions**

- 5.1 BVH may be hired by anyone 18 years old or over.
- 5.2 If the Hirer is not known to BPC, the Hirer will be asked to produce personal identification and proof of address.



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- 5.3 Bookings will only be considered on a completed Booking Form submitted to the BPC and deposit paid (where applicable)
- 5.4 BPC reserves the right to refuse a booking of BVH or any other Parish facility if it considers that the hiring would lead to a breach of the Terms and Conditions of Hire or if for any reason the premises are considered unfit for the intended use.
- 5.5 The Hirer agrees to indemnify BPC for the cost of repairs of any damage done to any property or contents during the hire.
- 5.6 The Hire of BVH does not entitle the Hirer to occupy the premises at any time other than the specific hours for which the Hall has been hired unless prior arrangements have been made with BPC.
- 5.7 Entry is via a personalised code, forwarded to the hirer prior to the intended hire period. The Hirer agrees:
- 5.7.1 that the code will only be used for the intended purpose.
- 5.7.2 that the code will not be shared with any third party.
- 5.7.3 to take responsibility at the end of the hire period, to ensure that the premises are left clean and tidy, the doors and windows locked, and the front door secured.
- 5.7.4 that if the code is lost or misplaced, to inform BPC immediately.
- 5.8 By entering into this agreement, the Hirer accepts that BPC will hold their details for the purpose of carrying out the booking. BPC will not use this information for any other purpose apart from this and/or any future bookings the Hirer may make.

### **6. Hire Charges and Payment Policy**

- 6.1 BPC reviews and sets hall booking fees annually on or around 1st April each year. The fee applicable to a booking shall be that in force at the time the event is held (i.e. all advance bookings will be subject to any revision in hire rates formally approved by BPC).
- 6.2 A deposit of £50 is required for all weekend daytime parties and must be paid at the time of sending the completed booking form. Receipt of both is required in order to confirm a booking.
- 6.3 For bookings less than £100, the full amount will be due within ten days of receipt of the booking form.
- 6.4 The balance of the hire fee, if applicable, must be paid at least 28 days before the event or at the time of booking if this is less than 28 days before the event.
- 6.5 For private weekend evening parties a refundable deposit of £250 will be due at the same time as the balance of the hire fee against accidental damage or loss to the premises and/or contents caused by the Hirer or any person associated with the event. Deductions may also be made in the event of extra cleaning costs or if the building is not vacated at the agreed time.
- 6.6 If any damage exceeds the refundable deposit paid above, BPC reserves the right to recover all further incurred costs from the Hirer.

### **7. Cancellations**



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7.1 Cancellation by the Hirer will incur the following charges:

<b>Notice given to cancel a booking</b>	<b>Charge</b>
More than 14 days	25% of the total hire charge
Within 14 days	50% of the total hire charge
Within 7 days	100% of the total hire charge

7.2 BPC reserves the right to cancel any hiring by written notice to the Hirer in the event of:

7.2.1 the premises being required as a Polling Station;

7.2.2 BPC considering that the hire will lead to a breach of the licensing conditions, legal or statutory requirements, or that unlawful or unsuitable activities will take place as a result of the hire;

7.2.3 the premises becoming unfit for the use intended by the Hirer;

7.2.4 an emergency requiring use of the premises as a shelter for victims of disaster.

7.3 In any such case the Hirer shall be entitled to a full refund of any money already paid, but BPC shall not be liable to the Hirer for any resulting direct or indirect loss or damage whatsoever.

## **BEFORE YOUR BOOKING**

### **8. Insurance**

8.1 BPC's Public Liability Insurance shall be extended to each organisation or person whilst using BVH (during a booking agreed with BPC), subject to their fulfilment of the Terms and Conditions of the cover (available on request). This Public Liability cover shall not apply to any organisation or person using the hall for commercial or business purposes. Such organisations or persons should arrange their own Public Liability Insurance. All Hirers are advised to consider the need for their own Public Liability or other insurance to cover their activities.

8.2 BVH insurance does not cover items owned by hall users. Equipment brought into and/or left in BVH is entirely at the owner's risk.

8.3 It is the Hirer's responsibility to ensure that any sub-contractor, who provides equipment, or a service has appropriate Public Liability Insurance.

### **9. Licences**

9.1 Where music is to be played, the Hirer shall ensure that it holds a Performing Rights Society Licence and Public Performance Licence which permits the use of copyright music in any form (e.g.



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record, CD, tapes, radio, television or by performers in person). If other licences are required in respect of any activity in the Hall, the Hirer must ensure that they hold the relevant licence and, where necessary, bear the cost of such licence.

9.2 Sale of Alcohol: BVH is not licensed for the sale or supply of alcohol. No alcohol is permitted to be sold for consumption in any part of the premises without express permission of the BPC in writing. With written agreement from BPC the Hirer will be responsible for submitting the necessary Temporary Event Notice (TEN) to the Licensing Authority and the Police no later than 10 working days before the event. A copy of the TEN must be on the premises during the event. The Police and Local Authority have rights of entry to the premises to assess the likely effect of the TEN on crime prevention.

### **10. Health and Safety**

10.1 Maximum Capacity: To comply with Fire Authority and Local Authority conditions the number of persons occupying CVH is restricted to:

- **80 for a seated event; or**
- **140 if not seated.**

10.2 The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, the Licensing Authority or otherwise, particularly in respect of any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

10.3 Upon commencement of the hire, the Hirer must ensure that they have received instruction in the following matters:

10.3.1 the action in the event of fire, including calling the Fire Brigade and evacuation of the Hall; the Fire Brigade shall be called however minimal the fire;

10.3.2 the location of the fire and first aid equipment;

10.3.3 escape routes and the need to keep them clear;

10.3.4 method and operation of emergency exit door fastenings.

10.4 In advance of entertainment the Hirer shall check to ensure that:

10.4.1 all fire exits are unlocked and escape routes clear of obstruction;

10.4.2 fire doors are not wedged open;

10.4.3 exit signs are illuminated;

10.4.4 there are no obvious fire hazards on the premises.

10.5 Smoke machines and/or dry ice machines are not permitted in BVH as they activate the fire alarm. Any call out of a BPC representative or fire alarm company to disarm the fire alarm will be charged to the Hirer at BPC's then-current rate.

10.6 Barbeques are not permitted.



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10.7 Candles are not permitted (celebration cake candles are permitted).

10.8 Electrical Equipment Safety: The Hirer shall ensure that any electrical equipment brought by them to the premises is in good working order and has been Portable Appliance Tested (PAT) within the past year.

### DURING YOUR BOOKING

#### **11. Supervision**

11.1 The Hirer must not engage in any activity which prevents them from exercising general supervision.

11.2 All functions for persons under 18 years must be stewarded by an adequate number of adults and with a minimum of 1 adult per 10 young persons and a minimum of three adults at all times.

11.3 All supervising adults must be aware of their essential roles with respect to fire and other emergencies.

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

11.4.1 the premises, the car park and grounds, the fabric and the contents; their care, safety from damage however slight or change of any sort;

11.4.2 the behaviour of all persons using the premises whatever their capacity;

11.4.3 car parking arrangements so as to avoid obstruction of the highway.

#### **12. Sale of Goods**

12.1 If selling goods on the premises, the Hirer shall comply with the Sale of Goods Act 1979 (as amended).

#### **13. Loss of Property**

13.1 BPC accept no responsibility for damage to, or the loss of, or the theft of any Hirer's or user's property or effects.

#### **14. Prohibitions**

14.1 Smoking. The entire Village Hall is a NON-SMOKING venue.

14.2 Fireworks and Pyrotechnics: There is a total ban on the use of fireworks or any form of pyrotechnics within, or in the grounds of BVH.

14.3 Animals: The Hirer shall ensure that no animals (including birds) are brought into any part of BVH or its grounds. The only exceptions will be guide dogs or any assistance dog, or a special event agreed by BPC.

14.4 Betting, Gambling and Lotteries: Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries and the Hirer shall ensure that the requirements of the relevant legislation are strictly observed.

14.5 Sub-letting. The Hirer shall not sublet BVH or any part thereof.



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### **15. Nuisance**

15.1 BVH is a community facility primarily for the benefit of Burghfield and other local residents. It is located in a residential area and any use of BVH must be made with due consideration to nearby residents. Hirers and organisers of events in BVH are responsible for ensuring that the noise level at their function is not such as to interfere with others within the premises or to cause inconvenience or annoyance to occupiers of nearby houses.

15.2 Live and recorded music may not be played outside except during official village events.

15.3 The Hirer is responsible for minimising all undue noise on arrival and departure especially late at night.

15.4 It is the responsibility of the Hirer to ensure that all electrical equipment is disconnected before departure.

15.5 BPC reserves the right to terminate a booking where the hiring has become disorderly, where offensive material or behaviour is in evidence, or where it deems noise to be excessive and causing a nuisance; and to report such matters to the appropriate authorities. In such case, no refund of any BVH fees will be made.

15.6 If a member of BPC is called out to BVH as a result of a complaint from a resident or for any other reason, during the hire period, a call out fee will be charged to the Hirer at BPC's then-current rate, or deducted from any deposit held.

### **AT THE END OF YOUR BOOKING**

#### **16. At the end of the booking, the Hirer will be responsible for:**

16.1 leaving the hall in a clean and tidy condition, including removing all food and drink from the building, disposal of refuse into the wheelie bins provided, or if the bins are full, removed from the site;

16.2 ensuring that all internal doors are closed, external doors and windows are closed and locked and the building is left in a safe condition and, with particular regard to fire safety, ensuring that all electrical appliances and lights are turned off;

16.3 Should the Hirer not vacate the premises at the end of the hire period, additional time will be charged at twice the applicable rate. In addition, a further call-out fee may be levied.