

# **Burcot Village Hall Hiring Agreement – 2024**

## **Standard Conditions of Hire**

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay. In these Conditions, "you" means the Hirer and "we" and "us" means the trustees for the time being of Burcot Village Hall.

### **1. Supervision:**

You hereby accept responsibility for:

- (a) being in charge of and on the premises at all times.
- (b) ensuring that all provisions in these Conditions and the Booking Form relating to management and supervision of the premises are met.
- (c) supervision of the premises, the fabric and the contents.
- (d) care of the premises, safety from damage however slight, or change of any sort.
- (e) 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.

As directed by us, you must 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.

### **2. Use of premises:**

You must not use the premises (including the car park) for any purpose other than that described in the Booking Form. You must not sub-hire or use the premises, or allow the premises to be used, for any unlawful or unsuitable purpose or in any unlawful way. Nor should you do anything, or bring on to the premises anything, which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission. You are responsible for obtaining such licences as may be needed e.g. for the sale or supply of alcohol.

### **3. Insurance and indemnity: You are liable for:**

- (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents.
- (b) All claims, losses, damages and costs made against or incurred by us, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises.
- (c) You as the hirer shall ensure that any third party entertainer booked, or any supplier of equipment at an event, holds the necessary Insurance/Permits required.

N.B Burcot Village Hall insurance does not cover any equipment that is brought into the hall such as Soft Play/Bouncy Castles. You as the hirer need to make your own arrangements as you might be held personally liable for injury.

Details of the Village Halls Public Liability insurance cover is displayed in the hall.

### **4. Gaming, betting and lotteries:**

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

### **5. Music Copyright licensing:**

We **DO NOT** hold a music licence(s) from Performing Right Society (PRS) and the Phonographic Performance Licence (PPL). You must hold such licence(s) or ensure licences are held if required.

### **6. Film:**

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film.

### **7. Safeguarding children, young people and vulnerable adults:**

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

## **8. Public safety compliance:**

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment or otherwise, particularly in connection with any event at which alcohol is sold or provided or which is attended by children. You must also comply with our Health and Safety Guidance/ Statement.

## **9 Noise:**

Burcot Village Hall is in the heart of the village in a residential area. You must ensure that the minimum of noise is made on arrival and departure. **Music must finish by 10.30 pm, guests must have left, clearing up completed and all grounds cleared by 11pm at the latest. No music to be played outside. Use of the outside space is limited to 7pm.**

## **10. Drunk and disorderly behaviour and supply of illegal drugs.:**

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- (a) no one attending the event consumes excessive amounts of alcohol.
- (b) no illegal drugs are brought onto the premises.

## **11. Food, health and hygiene:**

You must, 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 relevant regulations relating to food temperature. The premises are provided with a refrigerator.

## **12. Electrical appliance safety:**

You must ensure that any electrical appliances brought by you onto the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

## **13. Stored equipment:**

We accept 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 must be removed at the end of each hiring or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

#### **14. Smoking:**

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 by ensuring that anyone wishing to smoke does so outside and disposes of cigarette ends etc. in a tidy and responsible manner.

#### **15. Accidents and dangerous occurrences:**

You must complete the relevant section in our accident book and report the accident to us as soon as possible to [contact@burcot.org.uk](mailto:contact@burcot.org.uk)

#### **16. Explosives and flammable substances:**

You must ensure that:

(a) Highly flammable substances are not brought into, or used in any part of the premises. E.g Fireworks and bonfires are not permitted

(b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

#### **17. Heating:**

The Hall has programmed heating which is effective when external doors are closed. This also helps with noise disturbance. Please avoid trying to adjust the controls, as these are set for maximum effectiveness. You must ensure that no unauthorised heating appliances are used on the premises without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

#### **18. Animals:**

No animals may be brought into the village hall except for Guide dogs, Hearing and assistance dogs.

#### **19. Fly posting:**

You 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.

## **20. No alterations:**

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval.

## **21. Sale of goods:**

You must, if selling goods on the premises, comply with all relevant legislation, including that relating to Fair Trading and any relevant code of practice. In particular, you 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.

## **22. Cancellation:**

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, return the deposit or require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

(a) the premises being required for use as a Polling Station for local or Parliamentary elections or by- elections.

(b) our reasonably considering that such hiring will lead to a breach of licensing conditions or other legal requirements or that unlawful or unsuitable activities will take place at the premises as a result of this hiring.

(c) the premises becoming unfit for your intended use.

(d) an emergency requiring use of the premises as a shelter for the victims of disasters.

In any such case you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

## **23. General Data Protection**

We will need to process data in relation to you, your enquiry and hire of the hall. Personal information about you may be processed and retained as part of our records. We may need to share information about you with third parties. Such information will be processed according to the principles of the Data Protection Act and the General Data protection Regulation. Details of the Village hall's Data protection policy available on request. [contact@burcot.org.uk](mailto:contact@burcot.org.uk)

## **24. CCTV**

CCTV has been installed outside our Village hall for the purpose of safety and security and to discourage crime, anti social behaviour, loss or damage to the hall and to give reassurance to members of the public and hirers. This policy works on conjunction with our Data Protection Policy.

## **25. End of hire:**

You are responsible for leaving the premises, including the grounds, clean, tidy, properly locked/ secured and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge.

**Chairs** should be stacked no more than 6 high. The chair carrier must be used to avoid damage.

**Decorations** should be completely removed.

**Rubbish** should be removed or put in outside yellow bin provided in the carpark.

**Lights** must be turned off.

**Hall and Kitchen** must be clean and tidy and the dishwasher emptied, no dishes left on the drainer.

**Key** to be returned to KeySafe.

## **26. No rights:**

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

**This Conditions of Hire policy (including Health and Safety Guidance) is reviewed annually. Next review October 2024.**

## **HEALTH AND SAFETY GUIDANCE**

### **Alcohol and Substance Abuse:**

The Hirer should ensure that no one attending consumes excessive amounts of alcohol or brings illegal drugs onto the premises.

### **First Aid:**

A First Aid Kit is available in the kitchen. There is also an accident folder. Any accident should be logged at the time it happens and signed. Please inform us if you enter an accident into the folder. [contact@burcot.org.uk](mailto:contact@burcot.org.uk)

### **Fire Safety:**

The Hirer must:

- Familiarise themselves with all fire exits and fire equipment. See Fire Plan displayed in the Hall.
- Ensure that all exits are free from obstruction at all times.

In advance of any activity whether regulated entertainment or not **you must** check the following items:

- (a) That all fire exits are unlocked and panic bolts are in good working order.
- (b) That all escape routes are free of obstruction and can be safely used for instant free public exit.
- (c) That any fire doors are not wedged open.
- (d) That exit signs are illuminated.
- (e) That there are no fire-hazards on the premises.

### **You must:**

- (a) Call the Fire Service to any outbreak of fire, however slight, and give details to us, [contact@burcot.org.uk](mailto:contact@burcot.org.uk)
- (b) Ensure that emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied.

**Use of Kitchen:**

- Children should be supervised at all times.
- If preparing and/or serving food, please observe all relevant food, health and hygiene legislation and regulations.
- Hot Tap: Instructions for use can be found on the window behind of the sink.

**Please use with caution. It can produce scalding water!**

**Electrics:**

- The Hirer should ensure that all appliances brought into the premises are in good, safe working order.

**Playground & Road Safety:**

- The Hall is close to a main road. The premises are fitted with gates which can close to contain children who may be playing outside.
- Children should be supervised at all times when using the playground.

**This Conditions of Hire policy (including Health and Safety Guidance) is reviewed annually. Next review October 2024.**