

Broadwas Village Hall

Charity Number 523106

STANDARD TERMS & CONDITIONS OF HIRE

Hiring agreements with the Trustees of Broadwas Village Hall Trust ("the Village Hall") for the use of Broadwas Village Hall or any part thereof ("the Premises") are subject to these Terms and Conditions of Hire ("the Hire Conditions").

1. Undertaking of the Hirer

The Hirer undertakes to ensure he / she has an understanding of the Hire Conditions for the time being in force.

2. Supervision by the Hirer

The Hirer undertakes to be present, or arrange for sufficient competent representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in the Hire Conditions and any relevant licenses.

3. Responsibility of the Hirer

The Hirer shall be responsible during the period of the hire for :-

☐ Ensuring that the number of people using the Premises does not exceed that permitted for those rooms as displayed on the Premises.

☐ Supervision of the use of the Premises and the care of its fabric and contents.

☐ Ensuring that no stiletto heels and metal tipped footwear are worn in the main hall and appropriate soft foot ware is use when playing games.

☐ Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons

☐ Ensuring that the Premises (including kitchen and toilets) are left clean and tidy with rubbish removed at the end of the hire

☐ Ensuring that all equipment, chairs and tables have been returned to their storage positions safely, the Premises are cleared of people, all lights switched off, and the building secured by use of the keys supplied, except for any facilities or room or public area in use by another continuing hire

☐ 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 or access road

☐ Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure.

☐ Ensuring that no animals (including birds), except guide dogs are brought into the building, without written permission of the Village Hall on the occasion of a special event or hire agreed to by the Village Hall

☐ Ensuring that NO animals whatsoever enter the kitchen at any time

☐ Ensuring that any electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner, using Residual Current Circuit Breakers where appropriate

☐ Ensuring that no LPG appliances or highly flammable substances are brought onto the Premises

4. Fire Safety

The fire alarm system has break glass call points adjacent to each exit door.

Emergency lights operate automatically if there is a mains power failure.

The Hirer shall :-

☐ Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and directions given to the Village Hall.

☐ In case of an evacuation ensure that everyone has left the building paying special attention to separate rooms and toilets.

☐ Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event

The Evacuation Meeting Place is :- the main car park

No person may re enter the hall without prior permission of the Fire Service.

5. Use of the Premises

The hirer shall not :-

☐ sub-let or use the Premises for any purpose other than that described in the Booking Form

☐ use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way

☐ do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof

☐ allow the use of drugs on the Premises or allow smoking in the Building

6. Car Parking

Vehicles may be parked neatly so as not to obstruct the entrance / exit. The space at the side of the hall is for deliveries and emergency vehicle.

7. Authority required for the supply of alcohol on the premises

Under no circumstances may alcohol be supplied or consumed on the Premises without the specific written authority of the Village Hall. The Village Hall will require that the Hirer be responsible for obtaining a Temporary Event License, but no Hirer may seek such a licence without the consent of the Village Hall. Alcohol may not be served to any person under the age of 18 years.

8. Compliance with legislation relating to children and vulnerable adults

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. The Village Hall policy is displayed on the foyer notice board. Child Protection Policies are the responsibility of the Hirer.

9. Compliance with other legislation :-

The hirer shall ensure that users

☐ do not contravene the law relating to gaming, betting, and lotteries

☐ comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.

A breach of this condition may result in prosecution by the Local Authority.

10. Indemnity

The Hirer shall indemnify and keep indemnified each of the Trustees of the Village Hall and their employees, volunteers, agents and invitees against:

(a) the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises

(b) against all actions, claims, and costs of proceedings arising from any breach of the Village Hall Conditions

(c) all claims in respect of damages, including damage for 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

As directed by the Village Hall, 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

11. Insurance

Commercial hirers must provide Public Liability insurance (£5,000,000 minimum indemnity)

12. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to an authorised representative of the Village Hall as soon as possible, and complete the relevant section in the Village Hall's Accident Book. Any failure of equipment, either that belonging to the Village Hall, or brought in by the Hirer must also be reported as soon as possible

13. Stored Equipment

The Village Hall accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is excluded.

All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The Village Hall may dispose of any such items after 7 days at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

14. No Alterations

No alterations or additions may be made to the Premises. No fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the Village Hall. Any attachment so approved must be removed by the hirer who must make good to the satisfaction of the Village Hall any damage caused to the Premises by such removal. Hirers must produce a certificate that any decorations comply with fire regulations. No Blu-tack, drawing pins or adhesive tape may be used.

15. Cancellation by the hirer

If the Hirer cancels the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the Village Hall may, at their discretion, require a further payment of hire fees or withhold part of the deposit and hire charge already paid.

16. Cancellation by the Village Hall

The Village Hall reserves the right to cancel a hiring by written notice to the Hirer in the event of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum or if the Village Hall reasonably consider that:

- a) such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- b) unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
- c) the Premises have become unfit for the use intended by the Hirer

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

17. Interpretation

In these Conditions words importing the singular only and the masculine gender only shall respectively include the plural and the feminine gender and vice versa unless inconsistent with the context.