

Bramley Village Hall

Hiring Agreement

AGREED as follows:

In consideration of the hire fee Bramley Village Hall Trust agrees to permit the Hirer to use the Bramley Village Hall for the purpose and period(s) described in the on-line Booking Form.

PLEASE NOTE: Regular users/bookings take precedence over new bookings and, at present, are only entered onto the system for the next 12 months. If your booking is further ahead than 12 months, please call 07464 749997 to discuss your booking. Your booking may be cancelled if the date is more than 12 months ahead.

Please read the Conditions below relating to the hire of rooms/space within Bramley Village Hall in conjunction with the Standard Terms and Conditions.

The Hirer (except regular Hirers) agrees to supply a Special Deposit of £100 where this is requested to cover damages/breakages. A transfer/cheque for this deposit should be paid or delivered before the event.

If the Special Deposit is paid by BACS:

Bramley Village Hall Trust; Sort Code: 23 05 80; Account No: 46922069; Reference: Please use your Invoice Number

A Special Deposit cheque will be destroyed within 14 days of the termination of the period of hire or if paid by BACS the Special Deposit will be returned by BACS provided that no damage or loss has been caused to the premises and/or contents nor have any complaints been made to the appropriate Trust about noise or other disturbance during the period of the hiring as a result of the hiring. If the hirer fails to leave the hall in a tidy and clean condition and extra cleaning is needed, this charge will be deducted from the deposit.

The Hirer shall pay the Special Deposit (where requested) and Booking fee as soon as possible after receiving acknowledgement of your booking request before the event for which Bramley Village Hall has been hired.

Please refer to our Cancellation Clause (No.21) in our Standard Terms and Conditions

Setting up and tidying away must be included within the hired time.

Setting up and tidying away is the responsibility of the Hirer.

All equipment must be returned to its rightful place and the facility left clean and tidy.

Bramley Village Hall Trust (BVHT) will, where possible, give the Hirer one month's notice if the premises will be unavailable but reserve the right to cancel the booking at any time if circumstances require it.

The Hirer will require the necessary licences and public liability insurance as necessary.

The Hirer agrees to produce information regarding licences, insurance and membership when requested to do so by BVHT.

CONTACTS

Cat Hayward - Bookings@bvht.org.uk

Raghavendra Vaishampayan - Treasurer@bvht.org.uk

Gareth Jones - Chairman@bvht.org.uk

07464 749997 (answerphone)

BVHT has a Premises Licence and other permissions authorising the following regulated entertainment and licensable activities at the times indicated.

Bramley Village Hall		
The performance of plays	Weekdays	08.00 – 23.00
	Weekends	08.00 – 23.00
The exhibition of films	Weekdays	08.00 – 23.00
	Weekends	08.00 - Midnight
Indoor sporting events with an audience	Weekdays	08.00 – 23.00
	Weekends	08.00 – 23.00
Boxing or wrestling entertainment	N/A	
Performance of live music	Weekdays	08.00 – 23.00
	Weekends	08.00 - Midnight
Playing of recorded music	Weekdays	08.00 – 23.00
	Weekends	08.00 - Midnight
Performance of dance to an audience	Weekdays	08.00 – 23.00
	Weekends	08.00 – 23.00
Making Music	Weekdays	08.00 – 23.00
	Weekends	08.00 – 23.00
Dancing	Weekdays	08.00 – 23.00
	Weekends	08.00 – 23.00
Provision of hot food after 23.00	Weekdays	Temporary Event Notice required
	Weekends	
Sale of alcohol to all adult users of the building	Weekdays	Temporary Event Notice required
	Weekends	

If you wish alcohol to be available at your event you will need to seek written permission from BVHT in order for a bar to be provided by or arranged with the BVHT's Management Committee or for a Temporary Event Notice to be given for the event.

The hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.

Main Hall	120
Committee Room	50
Bramley Room	50
Frith Room	20

Where a licensable activity will take place, the Hirer acknowledges receipt of a copy of the conditions of the Premises Licence, in accordance with which the hiring must be undertaken and agrees to comply with all the obligations therein. In order to hold a licensable activity on the premises or on part of the premises not covered by the hall's Premises Licence a Temporary Event Notice (TEN) will need to be given to the authority. The Hirer shall obtain the written consent of the BVHT's Management Committee on the form provided for this purpose before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit to the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the BVHT Management Committee and other local voluntary organisations.

The Hirer agrees with BVHT's Management Committee to be present (by the Hirer's authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

It is hereby agreed that the Standard Conditions of Hire, together with any additional conditions imposed under the Premises Licence (see clause 2.3) or that the BVHT deems necessary, shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between BVHT 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.

Bramley Village Hall

Standard Terms & Conditions

Standard Terms and Conditions of Hire

These standard conditions apply to all hiring of BVHT's premises. If the Hirer is in any doubt as to the meaning of the following the Bookings Secretary or other relevant person should immediately be consulted.

1. Age

The Hirer, not being a person under 18 years of age, 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:

- 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 so as to avoid obstruction of the highway and safe collection by responsible adults of any children in the care of the hirer.

As directed by BVHT 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.

3. Use of premises

The Hirer shall not use the premises for any purpose other than that described in the Booking Form and shall not sub-let 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 the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

4. Gaming, betting and lotteries

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

5. Licensable activities

BVHT holds a Performing Rights Society (PRS) for Music Licence and a Phonographic Performance Licence (PPL) which permit the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the premises, the Hirer should ensure that they hold the relevant licence or that BVHT holds it.

6. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and BVHT's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided, or which is attended by children. The hirer shall also comply with BVHT's Health and Safety Policy which can be provided on request.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Service and evacuating the hall;
- The location and use of fire equipment;
- Escape routes and the need to keep them clear;
- Method of operation of escape door fastenings;
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order;
- That all escape routes are free of obstruction and can be safely used;
- That any fire doors are not wedged open;
- That exit signs are illuminated;
- That there is no obvious fire hazard on the premises.

7. 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) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

8. Outbreaks of fire

The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the appropriate person of BVHT.

The village hall has no telephone so you are advised to bring a fully charged mobile telephone for use in case of emergency.

9. Health and 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 Safety (Temperature Control) Regulations 1995. The kitchens are provided with a refrigerators.

10. 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 and any subsequent legislation. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

11. Insurance and indemnity

(a) The Hirer shall be liable for:

(i) the cost of repair of any damage (including accidental and malicious damage) done to any part of Bramley Village Hall (BVH) including the curtilage thereof or the contents of BVH;

(ii) all claims, losses, damages and costs made against or incurred by BVHT, its 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

(iii) all claims, losses, damages and costs made against or incurred by BVHT 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 and, subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of BVHT's Management Committee and BVHT's employees, volunteers, agents and invitees against such liabilities.

(b) BVHT shall take out adequate insurance to insure the liabilities described in sub-clause (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a)(ii) and (iii) above. The Association shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of BVHT's Management Committee and BVHT's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where BVHT does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to BVHT's authorised representative. Failure to produce such policy and evidence of cover will render the hiring void and enable BVHT to rehire the premises to another hirer.

BVHT is insured against any claims arising out of its own negligence.

12. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member BVHT's Management Committee as soon as possible and complete the relevant section in BVHT's accident book. Any failure of equipment belonging to BVHT or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury **must be reported**. BVHT's Authorised Representative will give assistance in making this report. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

Basic First Aid kits are supplied and maintained by BVHT. These are located in the Main Kitchen and the Bramley Room kitchen. Please note that BVHT is not responsible for the supply of First Aid beyond this. BVHT recommend that all Hirers have a nominated First Aider present at their event.

13. Explosives and flammable substances

The Hirer shall ensure that:

(a) Highly flammable substances (inc. balloons filled with flammable gas) are not brought into, or used in any part of, the premises and that;

(b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the relevant Trust. No decorations are to be put up near light fittings or heaters. No candles, pyrotechnics or other devices involving the use of real flame are used on the premises.

14. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of BVHT. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

15. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours and to avoid violent or criminal behaviour care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

Alcohol may only be sold by members of BVHT's Management Committee or by professional bar services with the written permission of BVHT's Management Committee and in full compliance with the premises licensing conditions.

16. Animals

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

17. Compliance with the Children Act 1989 and subsequent legislation, including work with vulnerable adults

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 subsequent legislation and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide BVHT with a copy of their DBS Check and Child Protection Policy a DBS Reference Number on request.

18. Fly posting

The Hirer shall 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 BVHT's Management Committee 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.

19. Sale of goods

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. 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 and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

20. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

21. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and BVHT is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of BVHT as follows:

Cancellation of a booking by a Hirer must be made to the BVHT Bookings Clerk (bookings@bvht.org.uk) and will only be effective once confirmed by them. The cancellation will be effective from the day of receipt of such notice. If the Hirer needs to cancel a booking, for whatever reason, they will then become liable to pay BVHT a cancellation fee as follows:

- 8 weeks prior to event - no charge
 - 4 weeks prior to event - 50% charge
 - 2 weeks prior to event - 75% charge (25% refund)
- Less than 2 weeks - full charge (no refund)

This Cancellation Fee will be deducted from any refund of the Hire Charge due. The Special Deposit will be returned in full.

BVHT reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (b) BVHT 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 already paid, but BVHT shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced; otherwise BVHT shall be at liberty to make an additional charge. All equipment, inc. tables and chairs, must be left in a clean condition. Smoking is not permitted anywhere in the buildings. All rubbish is secured in suitable sacks and placed in the bins provided outside. The heating controls are left as the Hirer found them. Any keys should be returned to the Caretaker or Bookings Secretary on departure or to a nominated key holder as instructed.

23. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at Bramley Village Hall and comply with any other licensing condition for the premises.

24. Stored equipment

BVHT 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 hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring, or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

BVHT may use its discretion in any of the following circumstances:

- (a) 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;
- (b) failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in BVHT 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.

25. No alterations

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 approval of BVHT's Authorised Representative. The Hirer must remove all such articles at the end of the hiring unless otherwise agreed with BVHT. Any unauthorised articles left on the premises will be disposed of by BVHT as it thinks fit. The Hirer will make good to the satisfaction of BVHT any damage caused by such installation and removal.

26. No rights

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

27. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature which are likely to bring BVHT into disrepute or cause offence to the general public shall not be given.

28. Data Collection

How We Use Your Personal Information

By 'personal information' we mean names, addresses, emails and phone numbers and possibly details on incidents. We may use this information to:

- communicate with you
- keep financial records i.e. provide an audit trail to identify source of income
- make it easier for you to make future bookings
- deal with enquiries and incidents
- inform you of other events in Bramley Village Hall that may be of interest to you

Security of Data

- personal data we hold will not be shared with any third parties
- Data will be held securely at all times and disposed of carefully

29. BVHT's Rights

Bramley Village Hall Trust reserve their rights over lettings and have right of entry to the appropriate premises at all times.