



Standard Conditions of Hire

(effective from March 2023)

Bulphan Village Hall CIO, Bulphan Village Hall, Church Road, Bulphan,
Essex RM14 3RU

www.bulphanvillagehall.co.uk bulphanvillagehall@gmail.com

Tel: 07483315885 Registered Charity Number: 1173308

By making payment and/or sending written confirmation, the Hirer is accepting all terms and conditions herein.

Bulphan Village Hall may be hired during the following hours:

- 09:00 – 22:30 Monday to Thursday
 - 09:00 – 23:00 Friday
 - 08:00 – 23:30 Saturday
 - 08:00 – 22:00 Sunday
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- The Hirer agrees not to exceed the maximum permitted number of 116 people including the organisers and/or performers.
 - The Hirer agrees to be present at the hall at the agreed opening time and remain in the hall for the duration of the booking. The Hirer must also be present at the hall at the event finish time, until the person locking up has done all checks.
 - It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence or that Bulphan Village Hall CIO deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Bulphan Village Hall CIO 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.
 - Payment / Deposits. A deposit dependent on the nature of the event is necessary to confirm any booking. The balance plus the refundable deposit will also be required for all events, parties and wedding receptions, to be paid 6 weeks before the event. The deposit will be refunded by cheque or bank transfer within 14 days of the event date if the Hall is deemed to have been left in a satisfactory condition.
 - On the day of the booking, there is no provision to reduce the booking time or request a refund.
 - These standard conditions must be made available to all Hirers either in hard or electronic copy or should be made available for all on the Village Hall notice board and website.
 - If the Hirer is in any doubt as to the meaning of any of the conditions, the Booking Secretary 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 the 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. As directed by the Booking Secretary, 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 (including the car park) 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 or unsuitable 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.

4. Insurance and Indemnity

a) The Hirer shall be liable for 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.

b) The Hirer shall be responsible for making arrangements to insure against any third party claims which lie against him or her (or organisation if acting as a representative) whilst using the Village Hall. (The Village Hall is insured against any claims arising out of its own negligence). The interior of the Village Hall is insured against third party risks, but equipment of any description brought onto the premises by hirers, including bouncy castles, or by persons attending their functions, is not so covered. Hirers must obtain insurance against such third party risks before the date of the hiring. The Village Hall trustees reserve the right to see written evidence that such cover has been obtained. In the event of evidence not being available for inspection from the hirer, the booking will be cancelled, and any fees paid will not be refunded

5. 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.

6. Premises Licence: The Hall holds a Premises Licence, which is displayed in the hall. The Designated Premises Supervisor can provide details.

7 Film: 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 films.

8. Childcare Act 2006: The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks should 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 Bulphan Village Hall CIO with a copy of their DBS check and Child Protection Policy on request.

9. 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 the Hall'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 the Hall's Health and Safety Policy.

10. The Fire Service: shall be called to any outbreak of fire, however slight, and details shall be given to the trustees.

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

- The action to be taken in the event of fire. This includes calling the Fire Brigade 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.
- Location of the First Aid box.

(b) In advance of any activity whether regulated entertainment or not 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 for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

11. 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 the premises and comply with any other licensing condition for the premises.

12. Drunk and Disorderly Behaviour and Supply of Illegal Drugs:

The Hirer shall ensure that in order to avoid disturbing neighbours to the Hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.

13. 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 Temperature Regulations. The premises are provided with a refrigerator and thermometer.

14. Stored Equipment: The Village Hall 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 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. The Village Hall 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 Bulphan Village Hall CIO 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.

15. Smoking: The Hirer shall, and shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

16. Accidents and Dangerous Occurrences: Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a trustee of Bulphan Village Hall CIO immediately and complete the relevant section in the Village Hall's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Village Hall Secretary will give assistance in completing this form and can provide contact details.

17. 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 and that (b) No internal decorations of a combustible nature (eg. polystyrene, cotton wool) shall be erected without the consent of the trustees. No decorations are to be put up near light fittings or heaters.

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

19. 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 the Village Hall. No animals whatsoever are to enter the kitchen at any time.

20. 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 trustee of the Bulphan Village Hall CIO 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.

21. 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.

22. 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 the Village Hall Booking Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall CIO remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Village Hall any damage caused to the premises by such removal.

23. No Rights: The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer. The Trustees of the Village Hall can exercise their right to enter the hall at any time.

24. Property. No furniture is to be brought into the hall for use at events unless agreed with the Bookings Secretary. Only the tables and chairs provided by the Hall may be used unless agreed with the Bookings Secretary. Tables and chairs are available free of charge to Hirer. These are not to be taken outside of the building. It is the responsibility of The Hirer to set out the items required and to return them on completion to their original stored position in a clean condition.

25.Complaints -The Hirer shall notify the Booking Secretary of any complaint relating to the hire of the Village Hall in writing within 14 days of the hire date

26. 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. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety.

27. Bouncy castles or other types of inflatables should not be placed under the projector. The hirer may hire only one bouncy castle per event with an indoor protective mat placed on the floor below the Bouncy Castle. A copy of the bouncy castle owner/company's liability insurance must be logged with the booking secretary no later than paying the final balance. The bouncy castle must not be higher than 10ft or 3m but preferably smaller.

When an individual is using a bouncy castle whilst wearing socks without shoes, hirers must be aware of any risks involved such as slipping on the floor.

The Hirer should be aware of the following:

- the Village Hall does not accept any responsibility should any such appliance activate the systems that protect the Hall's power supply. Any damage done to the Hall's electrical supply system is covered under section below.
- the Village Hall will not accept any responsibility for any inconvenience or loss, including consequential loss, that may occur due to a power failure caused by the above clause or by the power company supplying the Hall in the form of a general 'power cut'.

28. Cancellation: If the Hirer wishes to cancel the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Village Hall CIO.

1. More than 6 weeks' notice: No charge, but the deposit will be retained unless the Hall can be re-let

2. Less than 6 weeks' notice: No refund

The Village Hall reserves the right to cancel this 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 By-election.
- the Village Hall trustees 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.
- the premises becoming unfit for the use intended by the Hirer.
- 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 monies paid, but the Village Hall will not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

29. End of Hire:

a) The Hirer shall be responsible for leaving the premises and surrounding areas in a clean and tidy condition.

*An outside Euro bin is available to put bagged rubbish in. Please note exploding confetti canisters should not be put into the Euro bin but taken home and disposed of using a responsible method.

- b) Kitchen equipment must be cleaned and replaced in the cupboards provided. All breakages or damages must be reported to the Booking Secretary immediately.
- c) The Keyholder has instructions to close the Hall at the end of the booking time. It is the responsibility of the Hirer to ensure all persons and property including helpers, musicians, bar staff, etc. vacate the Hall by that time.
- d) The Hirer cannot leave until the Hall is properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge.
- e) A charge will be made if the keyholder is unable to lock up at the agreed time because the hall has not been vacated, tidied and/or left in an unacceptable state.
- f) A £50 charge for up to 30 minutes late, and a further £50 will be charged for each subsequent half hour, or part of.
- g) Further charges may be made for extra cleaning required or any damage or breakage.
- h) These charges will normally be deducted from the deposit before it is refunded.

