



A Community Project

**Registered Charity Number: 1141946. Company Number 7198428**

## **Batheaston New Village Hall - Terms and Conditions of Hire v 1.1 8th Feb 2023**

These standard terms and conditions of hire apply to all hiring of the “Batheaston New Village Hall”, also known as the “Patsy Townsend Village Hall” (hereafter, also referred to as BNVH) and they form part of the agreement of hire between the Batheaston New Village Hall Trustees (hereafter referred to as the ‘Trustees’ and the person who has signed the Booking Form (referred to as the ‘Hirer’).

1. **Applications** – all bookings for the hire of Batheaston New Village Hall shall be made via our website booking calendar. The Hirer must be aged over 18yrs. The facilities must not be used for purposes other than stated on the application. Where an organisation is named on the application, the organisation will be jointly liable with the Hirer under these conditions.
2. **Hire Charges**  
Hire Charges – will be in accordance with the pricing as displayed on the website, at the time of the booking.
  - a. Payment for all bookings shall be made in advance.
  - b. 50% deposit will be needed to confirm a booking date.
  - c. Payment of any remaining balance shall be no later than 14 days prior to the date of the hiring.
  - d. Hirers of regular or block bookings shall make payment monthly in advance.
  - e. Damages and breakages will be charged for. For larger events we also reserve the right to charge a damage and breakage fee on booking at the discretion of the Booking Manager. This will be returned within 14 days of the hiring provided that the premises have been left clean, tidy and in good order and there has been no damage or breakage for which the cost will be deducted. If the cost of any damage or breakage is greater than the deposit, the additional cost will be charged to the Hirer. Where no damage waiver has been taken at time of booking and if premises are not left clean and tidy and in good order after the hire we reserve the right to further invoice for our cleaning charge at £15 per hour.
  - f. Wedding Package Hire - Please see website page for terms.

### 3. **Cancellation** by hirer.

For one off bookings the following will apply:

- a. Cancellation 4 weeks or more before the event - No charge will be made and deposit will be refunded.
- b. Cancellation between 4 and 1 week before the event - 50% of the room hire charge will be due therefor deposit will not be refunded.
- c. Cancellation less than 1 week before the event – The full room hire charge will be due and hirer will be invoiced for the outstanding balance.

Hirers with regular or block bookings shall give 30 days notice of termination during which time the hire fee will be due-

### **Cancellation by the Hall Management Team**

- d. In exceptional circumstances, regular Hirers and occasional Hirers may be requested by the Bookings Manager to make way for other Hirers / uses, e.g. Wakes or emergency meetings. Such a request will only be granted by the Trustees should it be in the best interests of the Community and /or the hall. As much notice as possible will be given for any such request
  - e. In any such case the Hirer shall be entitled to a full refund of the hiring charge if already paid, but the Trustees shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.
  
4. **Supervision** – during the hire, the Hirer shall be responsible for the supervision of the premises, the fabric and the contents; maintaining good order and behaviour. The Hirer may be required to provide stewards for large events. Due regard must be paid to other users and local residents. The Trustees reserve the right to have a presence at any event.
  
5. **Travel Planning** – There is very limited parking provided at the Batheaston New Village Hall and there is also very limited on street parking.
  - a. Hirers are requested to ask their attendees to consider walking, cycling or car sharing if at all possible
  - b. A Travel Leaflet will be made available showing parking options away from Batheaston New Village Hall and also listing local bus services, cycle and walking routes.
  
6. **Use of Premises** – the Hirer shall not use the premises for any purpose other than as agreed with the Bookings Manager, and shall not sub-hire or share use with any person or organisation not named as the Hirer on the booking form. The Hirer shall not exceed the number of persons agreed on the booking form at any one time nor allow the premises to be used for any unlawful purpose or in any unlawful way or do anything to bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
  - a. Generally, the hall will be available for hire between 09:30 and 23:00 each day (Sunday until 22:30). For earlier opening times or later extensions to the evening closing times, please speak to the Bookings Manager. The Bookings Manager will also advise on the need to avoid congestion around the site at school drop off / pick up times.
  - b. BNVH has a maximum capacity of 155 persons attending an event. This number will include all those supporting the event, kitchen, actors, back stage etc. (Recommended maximum numbers for different room layouts are shown on the “Facilities” page of the website)
  - c. With the exception of full exclusive hire, all Hirers shall share use of the car parking and entrance area, toilets, kitchen and outside space when other internal or external parts of the premises are in use at the same time.
  - d. Hirers wishing exclusive use of the kitchen may do so by arrangement at the time of booking and with payment of a kitchen use fee.
  - e. Helium balloons, fireworks, disposable barbecues and Chinese lanterns are not allowed.
  - f. Hirers are requested to avoid the use of single use plastics

7. **Licences** – Entertainment and the sale of alcohol may be allowed ONLY by persons approved/supervised by the Trustees and in accordance with Statutory Licensing Regulations and the authorisation of the Premises Licence.
  - a. All Hirers will be provided with the full terms of the hall’s premises licence including all hours for licensable activities and areas where this may take place and all conditions of the licence both mandatory and those specific to the licence. Any planning conditions which are additional to the premises licence will also be set out. The Hirer must acknowledge having not only received but read and understood these matters and agree that he/she/the Hirer and all persons working for the Hirer in any capacity involving the sale of alcohol and provision of licensable activities will be made aware of and abide by them. See <https://www.batheastonhall.org/wp-content/uploads/2023/02/BNVH-Premises-Licence.pdf>
  - b. It is an offence to serve alcohol to persons under the age of 18 years. Nor will alcohol be served to persons who may be considered to be intoxicated. Trustees reserve the right to an immediate termination of an event where there is indication of alcohol related behaviour or disturbance.
  - c. The Hirer shall ensure that nothing is done on the premises in contravention of the law related to gaming, betting and lotteries.
8. **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.
  - a. The level of amplified music must be kept to reasonable levels and all doors and windows should be kept closed as far as practicable.
  - b. The Hirer must provide a contact number at the time of booking so that the hirer may be contacted during the period of hire.
9. **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;
  - a. care shall be taken to avoid excessive consumption of alcohol.
  - b. No illegal drugs may be brought onto the premises.
  - c. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity.
  - d. 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.
  - e. The Hirer shall not stage or allow to be staged any performance involving danger to the public, or of an offensive or sexually explicit nature.
10. **Insurance and Indemnity** – Hirers are strongly advised to ensure they take out suitable insurance to cover themselves for making good any damage or meeting a claim from an injured person at an event for which the organisers could be held responsible.
  - a. The Hirer will indemnify the Trustees and the Hall’s employees, volunteers, agents and invitees against all actions and claims, including costs of repair of any damage done to any part of the premises, and including damage to or loss of property or injury to persons as a result of the use of the premises by the Hirer.
11. **Public Safety Compliance** – The Hirer shall be deemed to have read and agree to comply with the Health and Safety Policy and to comply with the Fire and Evacuation Procedure, (available on display in the hall, on the website and on request).

The Hirer shall ensure;

- a. that firefighting equipment and facilities are not misused.
  - b. that all means of exit are kept free from obstruction.
  - c. that no smoking is allowed within the building.
  - d. that flammable substances and naked flames are not used on the premises.
12. **Safeguarding children, young people and adults at risk** – It is the Hirers responsibility to ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with current legislation. When requested, you must provide the Bookings Manager with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported to the Trustees.
13. **Food, Health and Hygiene** – It is the Hirers responsibility when preparing, serving or selling food to observe all relevant food health and hygiene legislation and regulations. This will include clear labelling of foods to ensure those with food allergies can make informed choices.
- a. A refrigerator is provided for storage of meats and dairy products.
  - b. Hirers are requested to avoid the use of single use plastics in the preparation and serving of food
14. **Safety of Electrical and Free Standing Appliances** – The Hirer shall ensure that any electrical appliances or free standing appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner and in accordance with appropriate regulation and legislation.
- a. The Hirer shall not bring additional heating onto the premises without prior written consent of the Trustees.
  - b. No form of Liquified Propane Gas Appliance may be used in the building whatsoever.
15. **Accidents and Dangerous Occurrences** – the Hirer must report all accidents involving injury to the public to the Bookings Manager as soon as possible and record the incident in the Hall's Accident Book.
- a. Any failure of equipment must also be reported as soon as possible.
  - b. Serious accident or injury must be reported on a RIDDOR form or equivalent (information available from the Bookings Manager).
16. **Animals** – the Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the premises, other than for a special event agreed to by the Trustees. No animals whatsoever are to enter the kitchen at any time.
17. **Sale of Goods** – if selling goods on the premises, the Hirer shall comply with Fair Trading Laws and any code of practice used in connection with such sales.
18. **Stored Equipment** – The Trustees accept 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. In respect of stored equipment, failure by the Hirer to pay any charges due, or to remove the said equipment within 7 days after the agreed storage period has ended will, at the discretion of the Trustees, result in disposal of any such items.

19. **Alterations, Decoration and Special Effects** – 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.
  - a. Only LED tealights and LED candles may be used.
  - b. No dry ice or smoke machine may be used inside the premises.
  - c. Any failure to comply with any of the above resulting in activation of fire safety systems and response by emergency services will require the Hirer to meet the full charges and costs.
  
20. **End of Hire** – the Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition.
  - a. Any contents moved from their usual position should be replaced.
  - b. All electrical appliances and heating should be turned off unless otherwise directed.
  - c. All refuse / recycling should be taken off site unless alternative arrangements have been agreed with the Bookings Manager.
  - d. The hirer should check if other hirers are in the building and if the hall is empty then it should be properly locked and secured unless directed otherwise by the Bookings Manager.
  - e. Any keys issued should be returned to the Bookings Manager as arranged.
  
21. **No Rights** – The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.