



Burton Green Village Hall — Standard Conditions of Hire

PLEASE NOTE – that you should book and pay for all the time you will be in occupation; this will include any time necessary for setting up, clearing down, and vacating the premises.

These Terms and Conditions will have been made available to the Hirer at the time of making the booking. By proceeding with the booking the Hirer is deemed to have accepted the Health and Safety Policy and these terms and conditions.

Regular bookings will be invoiced monthly (unless otherwise agreed) with full payment due 14 days after issue and are also subject to the Terms and Conditions of hire. Occasional hirers will be invoiced prior to the event and payment must be made in advance of the event.

1. Responsibility of the Hirer

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

- Being familiar with, and complying with, the guides provided for the use of the Village Hall
- Ensuring that the Premises are kept secure for the duration of the hire
- Supervision of the use of the Premises and the care of its fabric and contents
- 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 foyer, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish removed from the site 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, except for any facilities or room or public area in use by another continuing hire

- Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard
- Ensuring that no Barbeques, LPG appliances or highly flammable substances are brought onto the Premises
- The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order.
- Appliances must be used in a safe manner in accordance with the Electricity at Work Regulations 1989.
- Ensuring that they and their attendees recognise the fact that the Premises are situated in a residential neighbourhood and conduct themselves accordingly by, for example, taking care not to slam car doors, especially late at night, and not playing music or making other sounds at inappropriate levels

2. Use of premises

The Hirer shall not use the premises 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.

The Village Hall booking administrator, on behalf of the trustees, has the right to refuse any booking for whatever reason, including concern over potential noise levels and other nuisances especially to neighbours. With this in mind, the hall is unlikely to accept bookings for teenage and young adult parties.

If a booking in one hall involves children or vulnerable adults such that a safeguarding policy is required booking administration may refuse a booking in the other hall on safeguarding grounds.

Vehicles are parked at owner's risk, and may be parked only in the marked spaces. The space at the side of the hall is reserved for emergency vehicle use, but may be used temporarily for unloading.

No glue is to be used in the hall without properly protecting all flooring and furniture. Blue Tac must not be used on painted walls and if you wish to attach any decorations (i.e. balloons, banners etc), approval from Burton Green Village Hall must be obtained. No tap shoes must be used in the main hall or Tacon Room without the use of the protective mats which will be made available on request.

3. Insurance and indemnity

Burton Green Village Hall (BGVH) has public liability insurance. A copy is on display in the village hall notice board in the foyer. Business hirers and Regular hirers should have their own public liability insurance for the activities they are operating.

4. Bouncy Castle

For hirers who wish to use a bouncy please adhere to the following safety requirements

- The manufacturer's instructions and recommendations should be complied with at all times.
- The structure should be set up a suitable distance from fences, buildings and other property if outdoors and walls, partitions and similar structures if indoors.
- Inflatable should be securely anchored to the ground
- Safety mats should be used to cover any hard surfaces adjacent to any accessible parts of the inflatable
- Users should be required to remove footwear and any other hard or sharp objects from their person
- Users must not be permitted to climb onto or hang from the outside walls or to bounce on the front apron or entrance
- Only children of approximately similar age should use the structure at the same time with a maximum age of 12 years
- The structure must not be left unattended, adequate adult supervision must be provided. A guideline would be a ration of one adult to ten children
- The structure should not be used in high winds or wet weather.

5. Use of equipment

No equipment may be removed from the hall premises (unless special arrangements have been made when booking). Use of equipment inside the hall is on the following terms:

- Crockery and cutlery, if used, must be washed and replaced in original storage area. The cooker must be left clean, all tables wiped down before stacking and all rubbish taken away. The dishwasher if used must be rinsed and emptied. Instructions are provided. Any breakages must be declared and a fee may need to be paid.
- Use of tables and chairs: these shall be returned to the appropriate storage area after use having been checked for serviceability. Any failure of correct operation or breakage must be reported.

- Audio visual equipment: this equipment belongs to BGVH and is included
- Under the terms of this agreement. If you do require this equipment please contact the Bookings Team.

6. Licensing

Burton Green Village Hall does not have a Premises Licence and therefore hirers cannot sell alcohol. Users of the village hall may bring their own alcoholic drinks to events.

The hirer shall ensure that the Village Hall holds relevant licences for music under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

7. 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, please see <https://www.legislation.gov.uk/ukpga/1963/2/contents> for further information

8. 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 film.

9. Compliance with legislation relating to children or vulnerable adults

For all bookings involving children or vulnerable adults, except private parties where the Hirer is a family member, the Hirer is required to have their own safeguarding policy and must ensure that those who work with young people or vulnerable adults hold a current DBS certificate.

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. **Child Protection Policies are the responsibility of the Hirer.**

The hirer must acquaint themselves with BGVH's Vulnerable Users' Policy.

The Hirer shall take full responsibility for ensuring that permission is obtained from any individual (adult or child) engaged in an activity at the hall before taking their photograph (whether or not these photographs are intended for social media).

10. Public safety compliance

The Hirer shall comply with BGVH's Health And Safety Policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the BGVH Booking team.

1. The Hirer acknowledges that they have reviewed the Fire Safety Notice and Floor Plan within the hall and on the website addressing the following matters:
 - The action to be taken in event of fire.
 - This includes calling the Warwickshire 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.
 - Location of the first aid box.

2. 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 order
 - That all escape routes are free of obstruction and can be 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).
 - No decorations are to be put up near light fittings or heaters.

11. Noise

Please respect our neighbours and ensure minimum noise on entering and leaving the hall and car park. All doors must be closed after 22:30. The external space cannot be used for activities after 22:00. Amplified / loud music must cease at 23:00

12. Food, health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. (The Food Standards Agency offers advice for volunteers and charities providing food in village halls. See: <https://www.food.gov.uk/safety-hygiene/food-safety-for-community-cooking-and-food-banks>)

13. Smoking and vaping

Please be aware that the entire building is a non-smoking area in accordance with current legislation. This also includes the use of vaping within the building.

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 equipment that has been stored with the written approval of the BGVH Trustees, (for which a nominal charge may be made) must be removed at the end of each hiring period or fees may be charged until the items are removed.

15. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the booking admin team as soon as possible and complete the relevant section in the village hall's Accident Book. Certain types of accident or injury must be reported in accordance with Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR), see <http://www.hse.gov.uk/riddor/index.htm> for further information

Any failure of equipment belonging to the Village Hall must also be reported as soon as possible.

16. Animals

The Hirer shall ensure that no animals (including birds) except guide and assistance dogs are brought into the premises, unless previously agreed to by BGVH Booking Team. No animals whatsoever are to enter the kitchen at any time.

17. Notice Board and advertisements

The Hirer should seek permission from BGVH Booking Team to post information or advertisements on the Burton Green Village Hall notice boards in the foyer of the hall. Notices or advertisements must not be placed anywhere else on the premises. BGVH reserve the right to remove any notices which have not been given approval or are deemed inappropriate.

18. 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 BGVH Booking Team. 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.

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.

20. Cancellation

If the Hirer cancels the booking within 4 weeks of the event and the Village Hall is unable to conclude a replacement booking, the question of any repayment of the fee shall be at the discretion of the Village Hall.

The Village Hall reserves the right to cancel a hiring by written notice to the Hirer in the event of a national emergency, or similar force majeure situation that requires the Premises to be closed, or 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:

- such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
- 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 hire fees already paid, but the Village Hall shall not be liable for any resulting direct or indirect loss or damages whatsoever.

21. End of hire

The Hirer shall be responsible for:-

- leaving the premises and surrounding area in a clean and tidy condition - brushes and pans are available in the kitchen cupboard
- all lights and appliances switched off
- any contents temporarily removed from their usual positions properly replaced otherwise the village hall shall be at liberty to make an additional charge.
- Rubbish/recycling should be properly sorted into the appropriate bins at the side of the hall. Any waste that exceeds the capacity of the bins should be removed and disposed of by the hirer.
- the building properly should be left locked and secured unless directed otherwise

22. Key codes for Hirers

Users will be issued with a key code for entry to the village hall. This code should not be given to any organisation or individual outside the group without the prior permission of a BGVH Booking Team.

23. No rights

The Hiring Agreement constitutes permission only to use the premises for the specified purpose and confers no tenancy or other right of occupation on the Hirer. The Trustees reserve the right to refuse and/or cancel a booking.

24. Interruption of Regular Bookings

If a Hirer is a regular user, the Village Hall reserves the right to cancel all, or part of, certain bookings in favour of one-off community related bookings.

The application of these rules and conditions by BGVH shall be final and conclusive. These terms and conditions may be varied from time to time at the discretion of BGVH.