



## **Brookvale Village Hall – Terms and Conditions of Hire**

### **Terms Used in this Agreement**

For the purposes of this agreement:

- (a) The term “The Hirer” means an individual hirer or, where the hirer is an organisation, a named authorised representative acting on behalf of that organisation.
- (b) The term “The management Committee” or “Association” means the elected Management Committee (Trustees) of Brookvale Community Association.
- (c) The terms “The Premises”, “Village Hall” and “Hall” means Brookvale Village Hall, Lower Brook Street, Basingstoke, Hampshire, United Kingdom.

British Law will govern this agreement between you (the Hirer) and us (the Management Committee). If any provision of this agreement is found to be invalid or unenforceable by a Court of Law, it will be severed and will not affect the remainder of the agreement that will continue in full force and effect.

### **Responsibilities of the Hirer**

It is the Hirer’s responsibility to read through this agreement and understand the Terms and Conditions of Hire. If the Hirer is in any doubt as to the meaning of any of the following conditions, the Hall Booking Agent should be contacted immediately for clarification.

One-off Hall Booking Agent:	Cathy Williams
Telephone:	01256-462688
Regular Hirers Booking Agent:	Cathy Williams
Telephone:	01256-462688

E-mail: [hall@brookvale.org.uk](mailto:hall@brookvale.org.uk)

By signing this agreement, the Hirer states that they fully understand all of the conditions laid out in this agreement and agrees to comply with all of these conditions.

### **The Management committee rights**

1. The Management Committee reserves the right to refuse bookings.
2. The Management Committee reserves the right to cancel a booking by giving notice in writing to the hirer at any time and shall return to the hirer any monies paid, but shall not be liable for any loss sustained as a result of the cancellation.
3. In the event of any breakdown, leakage or accident whatsoever or of repairs or renewal consequent thereon rendering the closure of the facility or any interruption of any booking either before or during the booking the Management Committee and any persons acting under their directions shall not be held responsible by the hirer for any monies lost.
4. The Management Committee will not accept liability for any loss, damage or injury how so ever and by whom so ever caused, whether to property or persons, sustained by any person or persons on the premises (refer to 25).
5. No organisation booking the facilities may grant broadcast or filming rights without prior consent of the Management Committee.
6. During a Hire the Committee reserves the right to enter the Village Hall at any time, and to use the Committee Room at any time, and if the Hirer is found to be using the Hall for any purpose other than that stated on the Hiring Agreement shall be entitled to ask the Hirer to leave with no refund of monies already paid.

### **Responsibilities of the Hirer**

7. Rooms must not be used for any purpose other than that stated in the Hirer’s application.

8. The Hirer must ensure that the maximum number of persons on the premises does not exceed 100 and that they leave on time. The BCA reserves the right to shut the Hall if attendance is found to exceed capacity
9. At the end of the booking, the Hirer must ensure that all their property is removed and the area left in good order. Any tables and chairs used must be wiped clean and returned to their place. Hirers are responsible for leaving rooms in a clean and tidy condition; kitchen equipment must be washed and placed back from where it came. All rubbish resulting from the hire must be taken away from the Village Hall and disposed of properly by the Hirer. Furnishings must not be taken outside the building or moved from one room to another without prior permission. All spillages must be removed immediately. Hirers must allow for their preparation and clearing up within the period of hire.
10. Loss or damage to equipment, fixtures and fittings must be reported as soon as possible, Hirers must accept financial responsibility for any such loss or damage. Drawing Pins, Sellotape, Blu-tac etc, must not be used to fix items to walls.
11. Equipment and appliances brought onto the premises by Hirers' (eg: kitchen and disco equipment) must meet current Health & Safety legislation. The electricity supply in the Village Hall is protected by a residual circuit breaker and, in the interests of public safety, the Hirer must only use the sockets provided. No unauthorised heating appliances shall be used on the Premises without the prior consent of the Committee
12. Highly flammable substances must not be brought into, or used in any part, of the Premises. No special effects may be used on the premises i.e.: pyrotechnics, strobe, lasers, smoke, real flame or firearms.
13. The Hirer must ensure that no animals (including birds), with the exception of guide dogs, are brought into the Village Hall, other than for a special event agreed to by the Committee. No animals whatsoever are to enter the kitchen at any time.
14. Any additional equipment required other than that provided by the Management Committee is the responsibility of the hirer; such equipment must not be left on the premises without prior consent. In the event that property or rubbish is left the Management Committee reserves the right to make reasonable charges for its removal.
15. Vehicles are left at the owners' risk. The obstruction of other vehicles, pathways or gates is not permitted

### **Supervision**

16. Hirers using the facility are required to ensure that inconvenience to our neighbours or other Hall users is kept to a minimum, The Management Committee reserves the right to reduce noise levels. Failure to do so will result in loss of the Damage deposit.
17. This building operates a "No Smoking" policy. The national "no smoking" policy requires smokers to use the sand bucket provided if smokers wish to smoke outside. The sand bucket must be returned CLEAN to the cupboard at the end of a Hire.
18. Internal doors must be kept open while the Hall is occupied, and closed securely on leaving the building. Ensure all Fire Doors and Exits are kept clear at all times.
19. Fire Prevention Act: The Hirer, or a responsible person nominated by him/her (and over 21 years of age) must be in charge of and present in the premises at all times, when members of the public (the Hirer's guests) are present (please see appendix 1). The Hirer must ensure they are familiar with the those instructions in the case of fire.
20. The Hirer must comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
21. The Hirer must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
22. The Hirer must ensure that any activities exclusively for Vulnerable People comply with various Government Acts.

## **Licences**

23. The Hall is covered by a Premises Licence.
24. The Hirer is responsible for obtaining any licences that may be needed for events or for the sale or supply of intoxicating liquor, from the Performing Rights Society, from Phonographic Performance Ltd or otherwise and for the observance of the same.
25. The drinking, dispensing or selling of alcohol is not permitted on the premises without prior permission / authorization being given by the Management Committee. The 2003 Licensing Act requires that all temporary events wanting to partake in the consumption and selling of alcohol must be sanctioned by the Police and Local Authority Licensing Unit. A Temporary Events Notice must be submitted to them and agreed, allowing 10 working days notice before the event
26. Gambling for profit is strictly forbidden on these premises.
27. The subletting of rooms is strictly forbidden.

## **Indemnity**

28. The Village Hall insurances do not cover hirers` own individual activities; groups/persons using the Hall do so at their own risk. Organised groups using the Hall are expected to arrange their own insurance cover; evidence of this fact may be asked for. The Village Hall is insured against any claims arising out of its own negligence.

## **Accidents and Dangerous Occurrences**

29. The Hirer must report all accidents involving injury to the public to a member of the Committee as soon as possible, and log it in Village Hall 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. Certain types of accident or injury must be reported on a special form to the Local Authority. The Hall Booking Agent will provide assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.
30. Any Health and safety related risks identified while hiring must be reported in the day book

## **Payment**

31. From the initial day of booking, the Community Association will reserve the facilities normally for a period of 14 days and issue a 'Booking Form'. The Hirer must pay as a Deposit at least one third of the cost of the booking. Reservations must be confirmed by sending the necessary Hiring Deposit and Booking Form within 14 days from the initial day of booking. The balance must be paid at least 7 days before the Hire commences. By making payment, you will be accepting these terms and conditions.
32. The Damage Deposit (normally £100 unless waived by the Management Committee) is to be paid 7 days before the event for which the Village Hall is hired and will be refunded within 28 days of the end of the hire provided that no damage or loss has been caused to the Premises and/or contents during the period of the hire as a result of the hiring.
33. Payments must be by cash or cheque. Full payment must be received at least 7 days before the date of the hire. Payment may still be due for any cancellation received within 5 days of the event.
34. If the Hirer wishes to cancel the booking before the date of the event and the Committee is unable to obtain a replacement booking, the question of the payment or the repayment of the fee must be at the discretion of the Committee.
35. Any event that continues beyond its allotted time by more than 15 minutes may be liable to excess charges at least equivalent to the normal booking rate. Time must be allowed for the setting out / cleaning up of rooms within the time booked.

36. Any Hirer paying by cheque which is subsequently dishonoured is liable for the additional charges incurred by the Association.
37. The Committee reserves the right to cancel this hiring in the event of the Village Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, or if essential unexpected maintenance to the Village Hall must be undertaken. The Hirer shall be entitled to a refund of any amount already paid. The Committee will make every effort to give as much advance warning of any cancellations as possible and will also endeavour to schedule maintenance works outside of already booked hours.

## **Appendix 1 Brookvale Village Hall – Emergency Instructions**

### **Emergency Procedures**

The Hirer acknowledges that he/she has received instruction in the following matters:

1. The action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the Hall.
2. The location and use of fire fighting equipment (including diagram of location of equipment).
3. Escape routes and the need to keep them clear.
4. Method of operation of escape door fastenings.
5. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

### **Emergency Precautions**

6. In advance of the event the Hirer must check the following items:
7. That all fire exits are unlocked and panic bolts are in good working order.
8. That all escape routes are free of obstruction and can be safely used.
9. That any fire doors are not wedged open.
10. That there are no obvious fire hazards on the Premises.
11. That there is no obvious Health and safety Risks
12. Note that the Committee is not responsible for a Hirer's First Aid, so all Hirers must provide their own First Aiders, and either associated equipment or ensure they know where the Hall's First Aid box is located.

### **Other Emergency Related Conditions**

13. The Fire Brigade must be called to any outbreak of fire, however slight, and the details must be submitted to the Committee.
14. All means of exit from the Premises must be kept free from obstruction and immediately available for public exit.
15. Please log all accidents and use of First Aid items in the Accident Book. Its location will be pointed out by the Booking Officer
16. Any Health and Safety related risks identified while hiring must be reported in the day book

### **17. Smoking Policy**

The national "no smoking" policy requires smokers to use the sand bucket provided if smokers wish to smoke outside. The sand bucket must be returned CLEAN to the cupboard at the end of a Hire.

### **18. Permitted Hours of Performances**

The Premises must not be used for public entertainment except between the hours of 9:00am and 11:30pm unless special permission has been issued by Basingstoke & Deane Borough Council and by the Committee.

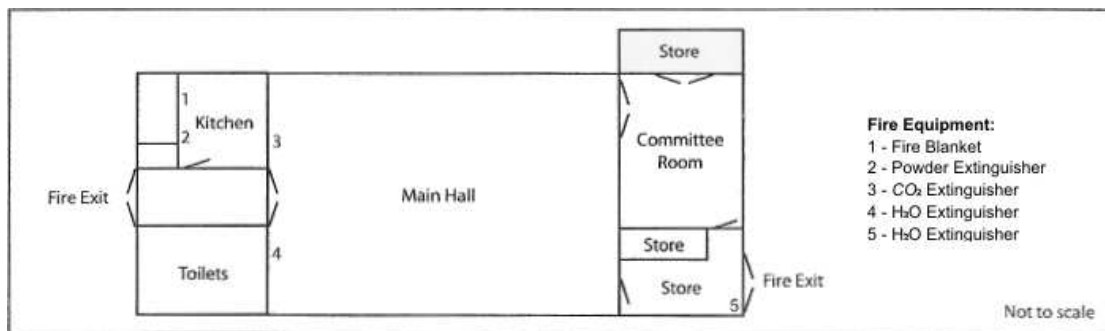
In the event of an Emergency please call:

Chris Hall on 07981250573

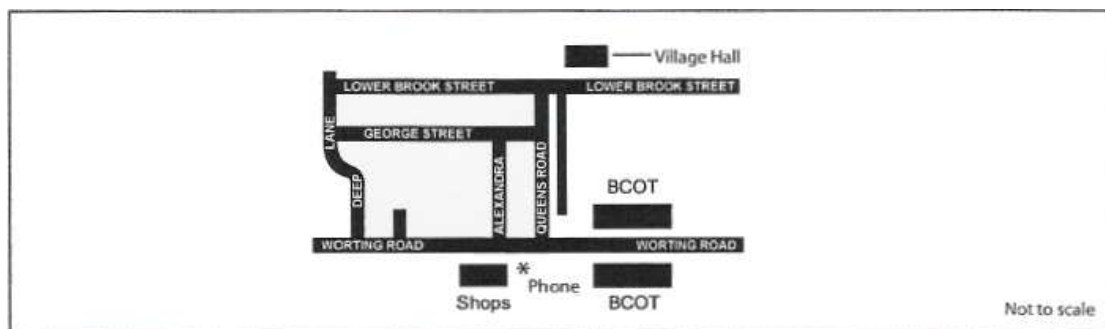
Non emergency 01256 351074

## Fire Safety

Location of Fire Exits and Fire Equipment must be noted by the user before the Hall is occupied. You should demonstrate the operation and locations of all fire exits to your guests at the beginning of your function/letting. Please see the fire plan of the Hall below.



In the event of a fire, the Hall must be evacuated in an orderly manner using the appropriate exits and the Fire Brigade must be called by dialing 999. The Fire assembly point is located at the top of the car park.



The nearest public telephone is in Worting Road. Please see the street plan above.

Any comment or observation regarding your hire should be addressed to the Hall Management Committee.

**We wish you a successful function**

**Please keep this to refer to.**