

BROUGHTON VILLAGE HALL

TERMS AND CONDITIONS OF HIRE

All events must be completed, and the Hall cleared of all guests and participants by:
24.00 - Monday to Saturday Alcohol serving and music to cease at 23.30
22.00 - Sundays Alcohol serving and music to cease at 21.30

Hirers must allow adequate time for clearing by the finishing time or make arrangements to complete the following morning before 10.00

1. GENERAL CONDITIONS

1.1. The HIRER shall, during the period of the hiring, be responsible for supervision of Broughton Village Hall, including all its buildings, car parks and grounds (hereafter referred to as The Premises) and/or any part thereof referred to in the agreement, 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 the proper supervision of noise so as to avoid nuisance to other users of The Premises and adjoining residential properties.

2. HIRING RESPONSIBILITY

2.1. The HIRER must be 18 years or older.
2.2. If The HIRER is not going to be present for the whole or part of the event then a person who is 18 years or older must be present for the whole or remainder of the event in place of The HIRER. The individual's name and signature must appear on the Hire Agreement stating that they accept full responsibility for ensuring all Terms and Conditions are complied with in place of The HIRER.

3. USE OF THE PREMISES

3.1. The HIRER shall not use The Premises for any purpose other than that described in the hiring agreement and shall not sub-hire.
3.2. No activity shall be carried out on any part of The Premises, which might constitute a risk either to the health and safety of any users of The Premises or to The Premises and/or surrounding residential properties
3.3. The HIRER shall be responsible for obtaining such licences as may be needed.
3.4. 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.

3.5. COMPLIANCE WITH REGULATIONS

3.5.1. The HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
3.5.2. By signing this agreement, The HIRER is confirming that they understand and are aware of all safety aspects of The Premises. A member of Broughton Village Hall Committee will be available to attend a safety review if requested.
3.5.3. The HIRER shall make all guests and participants aware of all safety aspects of The Premises and be responsible for safety and action in the event of an emergency.

3.6. USE OF KITCHEN

3.6.1. The HIRER shall, if preparing, serving or selling food, observe all relevant food, health and hygiene legislation and regulations.
3.6.2. The HIRER shall make himself/herself familiar with all kitchen instructions and equipment manuals, and shall ensure that the kitchen and its contents are left in a clean and tidy condition at the end of the hire.
3.7. The HIRER shall ensure that any electrical appliances brought by him/her to The Premises and used there shall be safe and in good working order, and used in a safe manner. All electrical equipment used in the Premises should hold a current PAT (portable appliance test) test certificate or should have proof of having passed a test within the past 12 months.

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- 3.8. The HIRER shall indemnify the Broughton Village Hall Management Committee for the cost of repair of any damage done to any part of The Premises, and/or the contents of the buildings, which may occur during the period of the hire as a result of the hire.
- 3.9. The HIRER shall ensure that no animals except guide dogs and hearing dogs are brought into the buildings.
- 3.10. At the end of the hire, The HIRER shall be responsible for leaving The Premises in a clean and tidy condition. The building must be properly locked and secured unless directed otherwise, and all water, lights and heating must be turned off. Any contents temporarily removed from their usual positions must be properly replaced. In the event that these conditions are not met, the Broughton Village Hall Management Committee shall be at liberty to deduct payment from the deposit or to make an additional charge.

4. PAYMENT FOR THE HIRE

4.1. Regular Users (minimum monthly)

- 4.1.1. Regular users will be invoiced monthly. Invoices are payable on receipt.
- 4.1.2. Regular users should give the Booking Secretary a minimum of two weeks' notice in the event of occasional cancellation or termination of the Hiring Agreement. Failure to do so will result in a payable invoice being issued.

4.2. New/One-off HIRERS

- 4.2.1. New/one off-HIRERS will be invoiced after the event. Invoices are payable on receipt.
- 4.2.2. Payment by cheque is preferred to payment in cash. Cheques should be made payable to "Broughton Village Hall Management Committee".
- 4.2.3. Broughton Village Hall Management Committee reserves the right to cancel the Hiring Agreement if The HIRER fails to observe any of the conditions relating to payment, or if any cheque or similar instrument of payment fails to be honoured by the party on which it is drawn.

5. HIRE PERIOD

- 5.1. The HIRER must include adequate time for preparation and clearing up when making the booking to ensure that The Premises are vacated at or before the end of the hire period so as not to interfere with the needs of other users.
- 5.2. The HIRER may occupy The Premises 30 minutes before and 30 minutes after the booked times for the purpose of setting-up and cleaning. Any time beyond this will be charged at the hourly rate.
- 5.3. The HIRER is responsible for making sure that The Premises are not left unsecured at any time during the hire period, or unsecured at the end of the hire period.
- 5.4. In the event of a late finish, with prior agreement and provided it does not interfere with the needs of other users, clearing up can be completed by 10.00 the following day.

6. NOISE

The HIRER must ensure that:

- 6.1. Those attending the function keep noise on arrival and departure to a minimum.
- 6.2. All doors and windows in The Premises are to be shut from 23.00 onwards.
- 6.3. Unless agreed upon hiring, no amplified music or sound is to be played outside, within the grounds of The Premises.

7. PARKING

The HIRER is responsible for ensuring that:

- 7.1. Vehicles are parked only in the car park and do not obstruct any other areas within the car park, or the main access route.
- 7.2. If the car park is full, people attending the event do not inconvenience residents in adjoining properties or other road users by parking on Broughton High Street (outside and opposite the Hall).
- 7.3. With prior agreement and depending on the surface conditions, parking could be on the grassed area behind the Hall.

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8. SALE OF ALCOHOL

- 8.1. Where The HIRER wishes to sell alcohol on the premises they will need to complete a sale of alcohol agreement with the management committee, setting out the responsibilities of the HIRER. The HIRER must name their representative who will be responsible for ensuring that they comply with the relevant responsibilities:
- 8.1.1. No alcohol is to be sold or delivered to anyone under 18 years of age. (A PASS proof of age card, photo driving licence or passport can be accepted as proof of age.) A soft or non-alcoholic drink may be provided, not a low-alcoholic drink.)
 - 8.1.2. No alcohol is to be sold to anyone who appears to be drunk or who is buying for someone who appears drunk. (Slurred speech, clumsy movements and loud or aggressive behaviour are signs of drunkenness).
 - 8.1.3. No alcohol is to be sold after the time(s) stipulated in the agreement.
 - 8.1.4. Drunk and disorderly behaviour must not be permitted. If someone refuses to leave when asked politely to do so, he/she should be warned that they are committing a criminal offence. If they still refuse to leave, the police will be called for assistance).
 - 8.1.5. Smuggled goods must not be sold or kept on the premises.
 - 8.1.6. The HIRER should inform the police if they suspect that anyone is taking or supplying drugs.
- 8.2. These responsibilities apply where sale is carried out under a Premises Licence.
- 8.3. The HIRER, by signing the sale of alcohol agreement, is aware that the maximum penalty for breaking the law in these respects is a fine of £20,000 or six months' in jail. Those attempting to purchase alcohol who are under 18, buying for someone under 18 or who are drunk or buying for a drunk are also guilty of an offence.

9. PUBLIC LIABILITY INSURANCE

- 9.1. The insurance held by Broughton Village Hall Management Committee provides limited cover for personal and social users of the Hall. Commercial users (defined by our insurers as those who are "making a profit out of using the building") are NOT covered by Broughton Village Hall Management Committee's policy and by signing the hire agreement, The HIRER confirms that the appropriate Public Liability Insurance is in place.

10. PROMOTIONAL MATERIAL

- 10.1. Posters, handbills and the like which advertise future events may not be affixed to any part of The Premises. Arrangements may, however, be made with the Secretary for their display, subject to available space. Permission is required from Broughton Village Hall Management Committee for placing notices and boards on the grassed area to the front of the Hall, and Broughton Village Hall Management Committee accepts no responsibility for any injuries caused by such signage.

11. SUNDRY ITEMS

- 11.1. All users of The Premises are responsible for safeguarding their own personal effects or other property and all such items brought into The Premises shall be placed and/or used there entirely at the owner's risk.
- 11.2. All equipment, goods or appliances brought to The Premises for use during the period of hire shall be removed at the end of that period, unless prior arrangements to the contrary have been made with Broughton Village Hall Management Committee.
- 11.3. Temporary decorations shall not be erected or fixed in any way to any part of The Premises without the prior consent of Broughton Village Hall Management Committee.
- 11.4. All refuse resulting from the hire shall be removed from The Premises, placed in appropriate receptacles or dealt with as otherwise directed by Broughton Village Hall Management Committee.

12. PURPOSE OF HIRE

- 12.1. Broughton Village Hall Management Committee reserves the right to refuse any application for hire.

13. RIGHT OF ENTRY

- 13.1. Members or employees of the Broughton Village Hall Management Committee, or persons authorised by them, shall have the right of free and unimpeded entry to The Premises at all times.

14. ALTERATIONS TO CONDITIONS

- 14.1. Broughton Village Hall Management Committee reserves the right to make alterations to any of the Terms and Conditions of Hire from time-to-time and at its own discretion.

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15. PROHIBITED BEHAVIOUR

15.1. Evidence of the following behaviour will automatically result in immediate termination of an event and forfeiture of any payments made:

- Fighting on or around The Premises.
- Drug abuse on The Premises.
- Bringing firearms and/or other weapons onto The Premises.
- Malicious use of the fire alarm and/or extinguishers.
- Drunk and disorderly behaviour.
- Any anti-social behaviour which causes the police to attend.

16. PROHIBITED MATERIALS

16.1. It is strictly prohibited to bring fireworks, flammable material, explosives and illegal or dangerous substances of any kind into The Premises.

16.2. Smoke machines are not to be used unless advance permission to do so has been granted by the committee.

17. SMOKING

17.1. 'No smoking' signs are displayed, and smoking is prohibited in all parts of the building.

18. DEFECTS

18.1. The HIRER is responsible for notifying the Broughton Village Hall Management Committee representative of any defects in the equipment or The Premises.

19. ACCIDENTS

19.1. Any accident or injury, however minor, (even if only using plasters from the First Aid Box) must be entered in the Hall's Accident Book.

19.2. In the event of a serious accident or injury it must be recorded in the accident book and The HIRER must notify the Village Hall Management Committee representative as soon as possible, and within 24 hours.

20. CANCELLATION OR TERMINATION OF HIRE

20.1. Broughton Village Hall Management Committee reserves the right to cancel the Hiring Agreement at any time, or to prohibit the continuance of an event, if it considers that The HIRER has failed to comply with any of the Terms and Conditions of Hire, or that continuance of the event is undesirable. In such circumstances The HIRER shall forfeit the whole of any monies paid for the hire, and the Broughton Village Hall Management Committee shall not be liable for any payment in respect of any actual or presumed loss of profit or for any other cause.

20.2. Broughton Village Hall Management Committee reserves the right to cancel any hire in the event of the Hall being required for use as a Polling Station for a Parliamentary or Local Government election, or by-election or any emergency use, in which case The HIRER shall be entitled to a full refund of any monies already paid.

21. FIRE PROCEDURES

21.1. It is The HIRER'S responsibility to ensure that all personnel are informed of the fire alarm procedures.

21.2. If a fire is discovered, the nearest fire alarm point is to be operated.

21.3. When the fire alarm sounds it is the hirer's responsibility to ensure all occupants of the building leave immediately using the nearest available fire exit, and to go directly to the Fire Assembly Point.

21.4. In the event of the fire alarm being sounded, it is The HIRER'S responsibility to ensure that no-one reenters the building until authorised to do so by the Fire Brigade or the Responsible Person for the Building.

21.5. When the fire alarm sounds, it is The HIRER'S responsibility to notify one of the following Responsible

Person(s): Mike Brown (01794 301501); David Dunning (01794 301302); Graham Cowley (01794 301502); Richard Targett (01794 301049)

21.6. A false alarm is liable to a £50 penalty.

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Name of Hirer/Organisation:

Postal Address:

E-mail Address

Period of Hire Date:

Time: from to

The Hirer confirms that they have read and understood the attached Terms and Conditions of Hire and understand all their responsibilities with respect to Health and Safety, Fire, Sound restrictions, Food Hygiene and ensuring the safety of the general public.

Signed by the HIRER/HIRER'S representative:

Print Name:

Signature:

Date:

PLEASE RETURN TO:

The Village Hall Manager, St Margarets, The Hollow, Broughton, SO20 8BB

Your hire of the Hall is not guaranteed until you have accepted and returned this Acceptance Form