

BLEWBURY VILLAGE HALL
STANDARD CONDITIONS OF HIRE

1 Definitions:

For the purposes of these Conditions of Hire, the following definitions of terms are used:

“Premises” – Blewbury Village Hall and the associated car park.

“Management Committee” – the Blewbury Hall Executive Management Committee, which manages the Premises and the Blewbury Village Hall charity.

“Hall Administrator” – the person, or persons, responsible for day-to-day management of the premises and the booking process on behalf of the Management Committee.

“Hirer” – the individual person, or organisation, entering into an agreement with the Management Committee to use the premises for the purpose, time and financial consideration recorded on the booking system.

“Supervisor” – the person nominated by the Hirer as the responsible adult who is on-site to supervise the activity that is covered by the Booking. The Supervisor and the Hirer can be the same person for a Booking. It is the Hirer’s responsibility to ensure that there is a Supervisor for each Booking they make and that the Supervisor is aware of and carries out the on-site responsibilities of the Hirer, if the Hirer is not able to attend a Booking in person.

“Booking Request” – a request from a Hirer to the Management Committee for the hire of space and facilities at Blewbury Village Hall for a specified purpose, time and financial consideration. A Booking Request does not constitute an agreement.

“Booking” – the agreement between the Hirer and the Management Committee for the hire of space and facilities at the Premises for a specified purpose, time and financial consideration. This is a firm booking that has been requested by the Hirer and confirmed by the Management Committee or the Hall Administrator on behalf of the Management Committee.

“Purpose” – the activity that the Premises is hired for.

“Hallmaster” – the on-line booking and invoicing system used to manage Booking Requests and Bookings for the use of space and facilities at Blewbury Village Hall and Blewbury Clubhouse.

If the Hirer is in any doubt as to the meaning of the following terms and conditions the Hall Administrator should immediately be consulted.

1 Information for Potential Hirers

- 1.1** Hirers must be over the age of 18 and able to enter into a legally binding agreement and undertake the responsibilities of the Hirer as set out in these conditions of hire.
- 1.2** If the Hirer is an organisation the person requesting a booking must have authority to do so on behalf of the organisation.
- 1.3** Blewbury Village Hall uses an externally provided on-line booking and invoicing system (Hallmaster) to manage Bookings. Bookings and payments should be made on-line wherever possible.
- 1.4** Persons and organisations hiring the Premises for the first time must provide the information necessary to set up a customer and a booking on the booking system. This

information includes personal data that will only be used for the purpose of managing bookings and invoicing and to enable the provision of information to customers about Blewbury Village Hall. This data is held on the Hallmaster system and is not held any longer than is necessary. It will not be shared with any third party, other than Hallmaster, unless required by law. A copy of our privacy and data protection policy can be found on the Blewbury Village Hall page of the Blewbury Village website.

- 1.5 The Premises are divided into areas which can be hired separately and there are some areas of common use.
- 1.6 Blewbury Village Hall is secured by locks requiring an access code. Access codes are changed periodically. The access code required to gain entry to the part of the Premises that has been booked will be provided once the Booking has been confirmed and generally at least 24 hours before the Booking is due to commence.
- 1.7 No smoking or vaping is permitted within the Blewbury Village Hall building. Smoking in public buildings in England is forbidden by law.
- 1.8 Tables and chairs stored in Blewbury Village Hall are for use within the Hall. They may not be removed from the Premises. Older tables and chairs are stored nearby. If your Blewbury Village Hall Booking requires the use of tables outside this should be made clear when the Booking Request is made.
- 1.9 The Premises are fitted with CCTV, which operates 24x7 for security purposes. For details of Blewbury Village Hall's Use of CCTV policy please refer to the Village Hall page of the Blewbury Village website, under policy documents.
- 1.10 The Hall has public use Wi-Fi, but there is no fixed line telephone in the Hall.

2 General Conditions of Hire

- 2.1 It is the responsibility of the Hirer to comply with these terms and conditions and to do their own assessment of the risks of undertaking their activity on the Premises. A copy of Blewbury Village Hall's general risk assessment can be found on the Blewbury Village Hall page of the Blewbury Village website, under policy documents. The Management Committee reserves the right to ask for a copy of the Hirer's risk assessment for an activity, or event, at any time to satisfy itself that the Terms and Conditions of Hire can be met.
- 2.2 The Hirer must not sub-let the Premises for any purpose.
- 2.3 The Hirer must ensure all charges are paid in accordance with the payment terms.
- 2.4 The Hirer, or nominated responsible adult ("Supervisor"), shall be present at all times during the hire period of the Booking and shall be responsible for supervision of the Premises and control of entry. Responsibilities include exercising due care and attention with the fabric and contents of the building, regulating the behaviour of all persons using the Premises and proper supervision of car parking arrangements.
- 2.5 The Hirer must ensure that the number of persons attending the event does not exceed the limits stipulated in the current edition of the Blewbury Village Hall User Guide and any supplementary guides required by law that are in force at the time of the hire.
- 2.6 Hirers must ensure that their activity does not encroach on areas that are not included in the Booking or disrupt the activities of other legitimate users of the Premises. A

Booking includes access to shared areas unless they are specifically excluded in the Booking agreement.

- 2.7** Hirers must ensure that they include time to set up and conclude their activity within their Booking and not extend the time to the detriment of other Bookings.
- 2.8** The Hirer must not remove fixtures in the hall, even temporarily, without prior permission from the Hall Administrator, or the Management Committee.
- 2.9** The Hirer shall ensure that noise emanating from the Premises during the Booking does not cause a nuisance to local residents and that attendees leave the Premises quietly and in an orderly fashion.
- 2.10** At the end of the hiring the Hirer must ensure that the building is left in a secure condition, with windows and doors securely locked and lights and water taps turned off. The Hirer shall also be responsible for leaving the Premises and surrounds in a clean and tidy condition with any contents temporary removed from their usual positions properly replaced. Failing this the Management Committee may make an additional cleaning and maintenance charge.

3 Health and Safety

- 3.1** Hirers will conform to Blewbury Village Hall's Health and Safety policy during the period of the Booking. Details of the Blewbury Village Hall Health and Safety policy and procedures can be found on the Blewbury Village Hall page of the Blewbury Village website.
- 3.2** Hirers will be considered to be a "temporary responsible person" under the Regulatory Reform (Fire Safety) Order 2005 and therefore responsible for the fire safety of the Premises and the safety of all relevant persons during the period of hire.
- 3.3** Hirers must familiarise themselves with the fire emergency evacuation procedures, including the location of the fire extinguishers, fire alarm call points, fire exits and fire evacuation assembly points.
- 3.4** All doors providing means of emergency escape from the Premises must remain unlocked (except where they are secured by an approved emergency release device) and unobstructed, throughout the period of hire.
- 3.5** The Hirer will ensure that no flammable materials, are used to decorate the Premises and that there are no naked flames in the Premises during the period of hire. This includes, but is not limited to tea lights/candles, fireworks.
- 3.6** The Hirer will ensure that no materials are suspended from the ceiling without the permission of the Hall Management Committee. If permission is given it is the Hirers responsibility to ensure that the ceiling heaters are not used while materials are suspended from the ceiling.
- 3.7** Any electrical equipment brought onto the Premises and used during the period of hire must have valid PAT certification.
- 3.8** Some activities may require having a qualified first aider in attendance. It is the responsibility of the Hirer to conduct a risk assessment of the need to have a qualified first aider in attendance for their activity and if one is deemed necessary to ensure that a qualified first aider is in attendance for the duration of the Booking.
- 3.9** A first aid kit and an accident book are available in the kitchen. Hirers should inform the Hall Administrator if any items are used from the first aid kit. Any accidents should be reported to the Hall Administrator and the accident book completed.

- 3.10** There is a defibrillator on the outside wall of the Hall. Hirers and Supervisors should familiarise themselves with its location and access instructions. As there is no fixed line telephone in the Premises event/activity Supervisors should ensure that they have access to a mobile phone for the duration of their event.
- 3.11** A bouncy castle may be used in Blewbury Village Hall provided it is hired from one of our approved suppliers and subject to the prior written consent of the booking administrator.
- 3.12** No dogs are allowed inside the premises, with the exception of registered guide dogs and assistance dogs.

4 Safeguarding

- 4.1** If the Hirer is organising an event which could involve children, young people, or vulnerable adults a copy of the organisation's own safeguarding policy should be sent with the Booking Request, if this hasn't been provided previously. Where an individual making a private Booking does not have such a policy in place then they will be referred to the Blewbury Village Hall's Safeguarding Policy which can be found on the Blewbury Village Hall page of the Blewbury Village website, and asked to give an undertaking that all activities connected with that Booking will comply with it.

5 Licences

- 5.1** Blewbury Village Hall holds a Music Licence issued by PPL/PRS Ltd enabling the playing and performing of commercially released music on the Premises.
- 5.2** The Hirer is responsible for ensuring that members of the audience for any films being shown during the hiring meet the age restriction requirements of the film according to the British Board of Film Classification. Hirers should also ensure that they have the appropriate copyright licences for showing film.
- 5.3** There is no premises licence for the consumption of alcohol at Blewbury Village Hall. The Hirer is responsible for obtaining licences that may be needed for the consumption of intoxicating liquor and for observing the conditions of such licences.

6 Payment Terms

- 6.1** Unless otherwise agreed with the Management Committee invoices for the hire of facilities at Blewbury Village Hall are automatically generated by the on-line booking system on confirmation of the Booking and emailed to the Hirer. These invoices are payable in advance of the start of the Booking.
- 6.2** If payment is not received 14 full days before the period of hire the Management Committee may cancel the agreement and offer the space for re-hire.

7 Cancellation

- 7.1** If the Hirer cancels a Booking at least 28 days before the start of the hire period any monies paid relating to that booking will be refunded in full.
- 7.2** If the Hirer cancels the Booking less than 28 days before the start of the hire period, the following charges will apply:
 - 27 days to 7 days – 50% of the hire charge
 - 6 days or less – Full cost of hire
 - No show – Full cost of hire

If a replacement Booking of the Premises for the cancelled time and date can be found a full refund of monies paid will be made.

Charges for cancelled bookings may be waived in exceptional circumstances at the discretion of the Management Committee.

7.3 The Management Committee may cancel a Booking if payment has not been received according to the Payment Terms – see section 6.

7.4 The Management Committee also reserves the right to cancel a Booking by written notice to the Hirer in the event of the following:

- The Management Committee reasonably considers that the Booking will lead to a breach of licencing conditions, or other legal or statutory requirements.
- The Premises have become unfit for the Purpose intended by the Hirer, or applicable legislation or health and safety guidelines changes to restrict the use of the Premises for the Purpose intended by the Hirer.
- The Premises are required to be used as a Polling Station for a parliamentary or local government election, or by-election at the time of the hire.
- The Premises are required as a shelter for the purpose of public safety.

In all the above cases all monies paid in relation to the Booking will be repaid.

8 Damage and Anti-social Behaviour

8.1 The Hirer shall indemnify the Management Committee for the cost of repair for any damage arising from the hire of the Premises, its contents, the car park of any other part of the Premises. At the discretion of the Management Committee a deposit to be set against the cost of damage may be charged and paid in advance. Deposits will generally be requested where there is no existing commercial relationship with Blewbury Village Hall and/or for certain activities which have led to a high incidence of damage to the Premises in the past.

8.2 Any deposit held against possible damage (or the balance thereof) will be returned to the Hirer within 14 days of the end of the Booking.

8.3 The Management Committee reserves the right to ask for specific information and guarantees in writing to guard against anti-social behaviour and damage to the Premises. This will include name and contact details for the Supervisor for the period of the booking and details of the level of event supervision that will be put in place.

8.3 The Management Committee reserves the right to refuse a Booking Request if it feels that adequate management and supervision procedures will not be in place to ensure that the Terms and Conditions of Hire are met.

9 Equipment Storage

9.1 Equipment owned by regular Hirers can be stored at Blewbury Village Hall with the agreement of the Management Committee, but such equipment is stored at the Hirer's own risk unless specific arrangements are made to include it on Blewbury Village Hall's insurance policy. All other property and equipment brought onto the Premises by the Hirer must be removed at the end of the period of hire.

10 Food Preparation

10.1 The kitchen on the Premises is a shared facility between three halls. It is small and is more suited to the heating and serving of drinks, snacks and food already prepared and cooked by outside caterers than the preparation of cooked food from scratch.

Hirers should not use the Hall kitchen for the preparation of hot food from scratch without the approval of the Management Committee.

- 10.2** Hirers should switch on the kitchen extractor fan whenever hot food is prepared or plated up in the kitchen to avoid odours permeating the whole building.
- 10.3** No animals are allowed in the kitchen area at any time.

Document control	Version
10/05/2021 BG – Initial document created	V1.0
12/05/2021 and 17/05/2012 BG – Incorporating amendments from other trustees	V1.1 and V1.2
20/05/2021 BG – Addition of new clause 1.8 and minor typos. Version for publication	V1.3
18/01/2023 BG - Addition of new clauses 1.10, 3.10, 5.4, 8.3 and 8.4, revision of clause 2.1, renumbering and minor typos. Amendment to title of section 8.	V1.4
30/06/2024 PB/TS Updates in relation to outside tables (1.8) and Bouncy Castles (3.11). Removal of reference to holding a wedding license (5.4)	V2.0