

# BARDWELL TITHE BARN MANAGEMENT COMMITTEE

## STANDARD CONDITIONS OF HIRE FOR THE TITHE BARN

### Introduction

The hirer must be over 21 years of age

These terms and conditions apply to all groups and individuals hiring the Tithe Barn. Signing the booking form is an agreement to conform to the full conditions shown here, and form a binding contract between the Hirer and Bardwell Village Hall Management Committee, (BVHMC). BVHMC agrees to permit the Hirer to use the premises for the purpose and period described on the booking form

BVHMC or the booking officer are not obliged to accept a booking request and may refuse without giving a reason. At the time of booking the BVHMC, or booking officer may request proof of identity, and/or your age

### 1, Hirer's duties and responsibilities

1.1 The hirer SHOULD ensure they read and understand all the terms and conditions of hire prior to signing the hire agreement. If you are unclear on any matter it is your responsibility to ask for clarification.

1.2 The hirer is the acting responsible person for the event, and must remain present at all times throughout the hire period

As the hirer, you are responsible for reading and agreeing the terms and conditions, and ensuring they are met.

1.3 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 purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or any invitees or render invalid any insurance policies in respect thereof

1.4 The hirer is responsible for the Supervision during the period of the hire and is responsible for the premises, 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 for other users or emergency services, or the entry/exit of the car park.

1.5 The hirer must ensure that all licensing Laws are fully adhered to, and if alcohol is sold or provided, that no alcohol is sold or supplied to anyone under the age of 18, or to anyone suspected of being drunk or under the influence of drugs.

1.6 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; care shall be taken to avoid excessive consumption of alcohol. That no form of binge drinking, or drink promotions take place.

No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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.

1.7 Childcare Act 2006 The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to the children. Checks may also apply where children over

eight and vulnerable adults are taking part in activities. The Hirer shall provide the Village Hall management committee with a copy of their CRB check and Child Protection Policy on request.

1.8 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.

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

1.9. 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.

1.10. At the conclusion of the event the Hirer shall ensure that the Tithe Barn is vacated by the end of the hiring period and that the users leave the car park without undue delay in an orderly and quiet manner. All materials and equipment brought onto the premises by the hirer for the event must be removed by the end of the hiring period.

1.11. The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured with lights, water heaters and radiant heaters switched off, unless directed otherwise, and any contents that have been temporarily removed from their usual positions replaced properly as follows:

- Folding Melamine tables are available from storeroom A, and should be cleaned and returned after use.
- Wooden trestles and tops are available from storeroom B, via the kitchen, and should be cleaned and returned after use.
- Chairs must be placed, **not stacked**, around the walls of the main hall, and annex. Please ensure that the seats are clean and not damaged.
- All plates, dishes, cutlery, cups, and other items used must be washed, dried, and returned to where they were taken from. Please remove any of your own dishcloths/tea towels, or other items, from the kitchen.
- The hall should be swept clean, and spillages mopped up, including the kitchen and bar area if they have been used. Brooms, mops, and cleaning materials are kept in storeroom B to the right, accessed from the kitchen.

1.12. The hirer should ensure that all the toilets, washbasins, and floors are clean, tidy, and rubbish removed. Please flush all toilets and the manual flush in the gent's toilet at the end of hiring.

- Close all windows, internal doors, and fire exits, making sure they are secure, before locking the final exit door

1.13. All evening events must finish before midnight, because the hall is located in a residential area

1.14. Noise: With any performances or the playing of music, the sound must be such as not to cause a local nuisance

## **2 Charges and payment**

2.1. A refundable deposit of £50 is required for all but long-term weekly/monthly bookings. The deposit will be returned within 7 days of hire, providing that all parts of the hall are left in good repair, clean, and that all conditions of hire have been met.

- On confirmation of hire, an invoice will be raised, which must be paid 7 days prior to the date of hire, (unless otherwise agreed in writing) If there are less than 7 days at the time of booking, the cost of hire and the deposit must be paid in full. Failure to make these payments could lead to the cancellation of your hire, and the loss of any deposit.

2.2. Cheques should be made payable to: **Bardwell Village Hall**. Payment will include an additional hour free for setting up, when available. Any excess time setting up or vacating the hall may incur an additional charge.

### 3. Use of Premises

**No smoking** is permitted anywhere in the Tithe Barn building; an area for smoking is provided outside.

### 4. Keys

The Hirer will be advised by the Booking Secretary how and when to obtain and return the keys.

### 5. Indemnity

5.1. The hirer is liable for all damage (including accidental damage) to the premises or to the fixtures, fittings, or contents and for loss of contents during the period of hire.

5.2. The Hirer shall indemnify and keep indemnified each member of the Tithe Barn Management Committee against the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises; and all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer.

5.3. The Tithe Barn Management Committee is insured against any claims arising out of its own negligence only.

It is strongly recommended that the Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under sub-paragraph 5.2 above and all claims arising as a result of the hire, and that a copy of the cover is given to the Booking Secretary.

### 6. Maximum Numbers

6.1 Numbers must not exceed 120 people at any time, including performers and helpers

### 7. Public Safety Compliance

7.1. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and Licensing Authority.

7.2. While the public are present, the Hirer shall ensure that:

- All exits, including fire exits, are unlocked and free from obstruction.
- All escape routes are free from obstruction and can be used safely at all times.
- All parts of the building to which the public has access, including passages, are illuminated by the general lighting at all times.
- No combustible decorations or effects are used inside the premises unless by prior agreement with the Tithe Barn Management Committee, and confirmed in writing.
- That stewards or supervisors are appointed to oversee the event and are familiar with the location of the First Aid Box; the position of the emergency exits, fire alarms and fire extinguishers and know how to use them; and are capable of giving full assistance in evacuating the premises in the event of an emergency.
- Any amplified sound equipment is plugged into electric sockets around the wall in the main hall area.

6.3. **First Aid Box.** The Booking Secretary must be informed if any items are used from the First Aid Box.

6.4..**Fire.** In this event, all occupants must be evacuated to the fire assembly point which is on the left of the Dun Cow Car Park. The Fire Brigade must always be called to any outbreak of fire (by telephone on 999). The Tithe Barn does not have a telephone, therefore it is advisable to have a mobile phone available for emergencies.

7.5. **Accidents.** The Hirer must report all accidents involving injury to the public to the Booking Secretary as soon as possible and complete the relevant section in the Tithe Barn accident book.

### 8. Electrical Appliance Safety

8.1. The Hirer shall ensure that any electrical equipment brought to the premises by them, or by any third party associated with the event and used there shall be safe, in good working order, with an appropriate Portable Appliance Test (PAT) certificate where necessary, and is used in a safe manner in accordance with the Electricity at Work Regulations 1989. Residual circuit breakers provided around the hall walls **must be used**.

**Important Please Note:** the electrical sockets in the hall have a cut-off timer that will turn off automatically. A **RED** warning light located at the road end of the hall will come on at 11:45pm to allow time for any electrical equipment plugged into that circuit to be turned off.

### **8. Kitchen and Food Hygiene**

8.1. The Hirer shall if preparing, serving, or selling food observe all relevant food health and hygiene legislation and regulations.

The switch for the water heater is in the Bar area located on the left hand wall just behind the bar. Please ensure that this is off and that the urns are empty and switched off before leaving the hall.

### **10. Heating**

10.1. The hall is heated by electric radiant heaters, which are run by tokens. One free token will be given to you and must be used first. Further tokens may be purchased from the Dun Cow public house, or at the time of collecting the key, and refunds are available for unused tokens. Preheating is not required with these heaters. Heaters in the toilets and other rooms are independent and used when necessary. Please ensure that these heaters and the radiant heater in the hall are turned off at the end of hiring.

### **11. Rubbish**

The rubbish must be recycled into the appropriate bins, and bottle banks, found at the front of the building.

### **12. Cancellation**

12.1. The Management Committee reserves the right to cancel the booking without liability if the premises are required for use as a Polling Station for Parliamentary or Local elections or in the case of a village emergency.

12.2. The Management Committee may cancel the booking without liability if the premises become unfit for the purposes intended by the Hirer.

12.3. The hirer's deposit will be refunded if the Management Committee cancels the booking. The deposit will be forfeited if the hirer cancels the booking in less than 7 days before the event.

### **13.No alterations**

13.1. 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 Village Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall be at the discretion of the BVHMC

Items that remain in the premises at the end of the hiring 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.

### **14. No Rights**

.14.1. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.