

Terms & Conditions

January 2024



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| First Draft | 2022 |
| Amended | 14 th January 2023 |
| Amended | 4 th October 2023 |
| Amended | 23 rd October 2023 |
| Amended | 14 th November 2023 |
| Amended | 16 th January 2024 |
| Amended | 26 th January 2024 |
| Amended | 30 th March 2024 |
| Amended | 16 th July 2025 |

Ownership status of Broad Hinton Village Hall and how it is managed.

Broad Hinton Village Hall (BHVH) and the land on which it is built is owned by the Charity Commission on behalf of the trustees of its management committee.

The hall has charitable status and any profits it generates go towards its upkeep and improvement for the community of Broad Hinton, Winterbourne Bassett and Uffcott. The trustee committee manage BHVH on a voluntary basis and receive no payment for the work they do on behalf of the community.

The Hirer

Supervision and Conditions of Use

1. Will be responsible for supervision of the whole premises over the duration of their booking, including proper supervision of car-parking arrangements to avoid causing an obstruction at the entrance/exit of the BHVH car park. There must be no parking on or blocking, surrounding residents' drives.
(Premises/alcohol licence)
2. Will not use the premises for any purpose other than that advised at the time of booking and shall not use the premises or allow the premises to be used for any unlawful activity. In addition, the hirer must not sub-let the hall. **(Premises/alcohol licence)**
3. Will comply with all conditions made in respect of the premises by the Local Authority or otherwise displayed on the notice board in the entrance lobby particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

Health & Safety Regulations; Fire and Food

4. Will comply with all conditions and safety regulations in respect of the premises made by the Fire Authority.
5. Will ensure that they fully understand the action they must take and communicate to their guests. This procedure is specified on Fire Notices situated throughout the hall. The fire extinguishers provided throughout the hall must only be used for their specific purpose and must be kept in their proper places.
6. Will ensure that no flammable substances or naked flames e.g. candles, gas stoves, flame operated chafing dishes etc. are permitted in the hall. Only equipment provided in the hall and which has been PAT tested by the hall's electrician may be used.
7. Must ensure the agreed number of people is not exceeded. This number will be determined at the hiring meeting and is dependent on number of risk factors.
8. Must ensure all relevant food hygiene and health regulations are observed where any hiring involves preparing or serving food.

Opening/closing Times and Noise and Nuisance Management

9. Must ensure that their function and all music finishes in accordance with the standard hall operating hours. These are:

| Day | Available from | Music/performance/Alcohol to finish by | Premises must be vacated by |
|-------------------|----------------|--|-----------------------------|
| Monday – Saturday | 8:00am | 10:00pm | 11:00pm |
| Sunday | | 9:00pm | 10:00pm |

The hirer and all guests must have exited the premises no later than the indicated closing time.
(Premises/alcohol licence)

10. Is not permitted in the hall outside the hours booked. Setting up and clearing away time must be allowed for and is included in the hall hire payment. If, for Friday/Saturday night hires, the Hirer wishes to leave tidying up until the following morning then up to an additional two hours extra hire time can be booked between 0800-1000 hours the following day, subject to the hall not being booked already.
11. Will prevent the hall's neighbours being unreasonably disturbed by noise made by people using, arriving at or leaving the Hall. **(Premises/alcohol licence)**
12. Will ensure there is no noise nuisance from activities in the hall. If music is played, then all front doors and windows opposite Yew Tree Lane must be closed. The main patio doors facing the school playing field may be opened whilst music is being played, but must be closed after 10pm, 9pm on Sundays. **(Premises/alcohol licence)**
13. Must ensure any DJs or live bands perform ONLY on the stage. The hall was designed with the meeting room and corridor between the stage and the road, to help ensure noise reduction.
14. Must, for the period of the hire (including immediately before and after the said period), accept responsibility for the good conduct and behaviour of those attending the function.
15. The hirer must be, and remain, sober and contactable at all times on the telephone number provided on the booking contract.
16. MUST alternatively nominate a responsible adult who will take this responsibility. In this case the alternative person's number must also be provided. **(Premises/alcohol licence)**
17. MUST provide sufficient adult supervision if the function involves more than 20% of persons under the age of 18 years. A minimum ratio of 1:12 (one adult to 12 young people) must be adhered to.
18. MUST pay for a security guard during the event, for all after 8pm closures. For events closing after 10pm and with between 60 and 80 guests entrance door security will be in place during the whole evening, charged to the hirer.

Alcohol and Licencing

19. Will ensure that they are fully aware of the statutory licensing regulations such as the hall's licensing hours and the consumption of alcohol by persons under 18. **(Premises/alcohol licence)**
20. Must ensure no one smokes/vapes or takes and consumes alcohol outside the front of the premises. **(Premises/alcohol licence)**
21. MUST notify the trustees of their intent to sell or supply alcohol during their event. The Hirer is responsible for ensuring alcohol is not sold to anyone under the age of 18 years. If there is any doubt about age, the Hirer must request proof of identification; if this proof is not available, the sale of alcohol must be refused. If alcohol is to be sold, an additional fee will be charged at the time of booking. **(Premises/alcohol licence)**

Parking

22. Must ensure cars are parked in spaces marked for village hall use only. There is limited car parking outside the hall. No obstruction of residents' driveways, footpaths or pavements at the side or front of the hall, is to be caused. Cars are parked at the owner/hirer's risk.
23. Is responsible for seeking overflow parking if required and obtaining appropriate permission(s) in advance of the function.

Insurance

24. Will be responsible for ensuring appropriate insurance cover is obtained for their event where necessary. The Village Hall holds Public Liability Insurance covering risks associated with the premises and equipment provided by the Village Hall. Full details of the Village Hall insurance cover can be obtained on application from the Bookings Secretary.
25. Is responsible for arranging insurance against any third-party claims, which may be made against them (or the organisation if acting as a representative) whilst using the Hall.
26. Must report:
 - All accidents involving injury or death
 - Any failure of hall equipment as soon as possible.
27. Must ensure that where the hire is for commercial purposes, they have suitable Public Liability Insurance.
28. Must not hire or use any inflatable equipment e.g. bouncy castles.

Hiring and Cancellation Fees

29. Will be informed of the fees to be paid and all requirements to be satisfied to secure the booking. Hiring fees are set out in the Hiring Fees Schedule on the BHVH website. 70% of the hiring fee must be paid at the time of the booking. The remaining 30% and the Refundable Deposit must be paid 28 days before the hiring date. All payments must be made by BACS only.
30. Will be charged the **FULL** hiring cost for cancellations made less than 28 days before the booking.
31. **MUST** nominate one representative if the hire is for an organisation (the nominated responsible representative) who will be personally responsible for the hiring, payment of all fees and for complying with ALL the hiring terms and conditions listed above.

Damages & Breakages

32. Will not make any fixings to, or attach decorations to the hall fabric, without agreement from the trustees. If permitted, the hirer will ensure any decorations, notices, pictures or any other materials are affixed to the walls, windows or doors with Command Strips only. This is the only acceptable fixing medium. **No Blue or White Tack, or Sellotape is allowed.**
33. Must not fix anything to the floor, either with nails, glue or any other medium.
34. No hall property should be removed from the premises without prior permission from the Trustees.
35. Is to take all possible precautions against damage and breakages to the premises and equipment. The trustees reserve the right to charge the hirer costs of any damage and replacing any losses or breakages. There will be additional cleaning charges resulting from misuse of the premises. The Hirer will be notified of any deductions before the refundable deposit is returned.
36. Must take care when operating equipment, in particular ensure they and their guests know how to operate:
 - Sound system
 - Patio doors
 - Main hall doors (do not open past 90°)

- Fridge and wine cooler (turn off when leaving)

Exiting the Hall

37. Is responsible for completing all actions set out in the Departing Checklist. The Hirer must sign this form to demonstrate that all of the required actions have been taken, to conclude the booking. Alternatively, the responsible adult already nominated at the time of booking must fulfil all outstanding Hirer responsibilities instead. If this is not done, the refundable deposit will be withheld.
38. Must dispose of materials correctly as detailed in the departing checklist.
39. Must return all furniture to its correct location:
- Small square tables in the meeting room, with correct number of chairs
 - Trestle tables and chairs stacked in storeroom as instructed

Hirers must not take or allow their guests to take, any action which could compromise BHVH's Premises/Alcohol Licence issued by Wiltshire Council (as marked). This is particularly important regarding noise (especially music), anti-social behaviour or parking, which disturbs surrounding residents. This will be assessed by any complaints received from residents. All or part of the refundable deposit will be forfeit, depending on the severity of the activity. As an example, if you or your guests park on or block residents' driveways, resulting in a complaint, the full deposit will not be refunded.

The Village Hall Trustee Committee

The Village Hall Trustee Committee shall NOT be responsible for:

1. Any goods, chattels, materials brought into or left in the hall.
2. Unavoidable cancellation of any booking due to power failure, flood, shortage or unavailability of heat source or fuel, or any other reason outside of the Village Hall Trustees' control, for example, vandalism, urgent unplanned maintenance work.
3. Any injury or death of any person upon the premises; except where the injury or death is a direct result of the negligence of a member of the Village Hall Trustee Committee, or a contractor engaged by the committee.
4. In any event, and notwithstanding the above, the Village Hall Trustee Committee will not be responsible for any injury or death occurring as a result of games or sporting activities carried out on the premises including inflatables.
5. The Village Hall Trustee Committee use personal data for purposes of managing the hall, its bookings and finances, running marketing events and its fundraising activities. Data may be retained for up to seven years for accounts purposes and for longer where required by the Hall's insurers. More information about how your data is used can be found by contacting the Secretary.

I confirm that I

- Have read, fully understood and will comply with the T&Cs and the Departing Checklist
- Understand that my refundable deposit may be retained in part or full if the T&Cs are not adhered to, damage is incurred, or false information has been provided.

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| Hirer Name | | Date | |
| Signed by Hirer: | | | |