

Bowerhill Village Hall Trust

Halifax Road, Bowerhill, Melksham, Wiltshire SN12 6SN

Registered Charity No. 297945

Standard Conditions of Hire

If the Hirer is in any doubt as to the meaning of the following, the Bookings Administrator or other Officer of the Committee should immediately be consulted.

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

1. Supervision

THE HIRER will, during the period of the hiring, be responsible for supervision of 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. Children are to be supervised at all times whilst in the kitchen.

2. Use of Premises

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 render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

3. Licence

THE HIRER shall be responsible for obtaining licences as may be needed whether for the sale or supply of intoxicating liquor (an application for which licence cannot be made without the written permission of the Committee) from the Performing Rights Society, from Phonographic Performance Ltd or otherwise and for the observance of the same.

4. 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.

5. Public Safety Compliance

THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and 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.

6. Health and Hygiene

THE HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

7. Electrical Appliance Safety

THE HIRER shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner. Where a residual circuit breaker is provided under terms of the PEL or CPL the hirer must make use of it in the interests of public safety.

8. Indemnity

THE HIRER shall indemnify the committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings, which may occur during the period of hire as a result of the hiring.

THE HIRER shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Village Hall. (The Village Hall is insured against any claims arising out of its own negligence).

9. Accidents and Dangerous Occurrences

THE HIRER must report all accidents involving injury to the public to a member of the Management Committee as soon as possible. Any failure of equipment, either that belonging to the 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 Secretary will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases, and Dangerous Occurrences Regulation 1995.

10. Animals

THE HIRER shall ensure that no animals (including birds) except guide dogs are brought into the hall, other than for a special event agreed by the Committee. And no animals whatsoever are to enter the kitchen at any time.

11. Compliance with The Children's Act

THE HIRER shall ensure that any activities for children under eight years of age comply with the provisions of the relevant legislation, regulation and that only fit and proper persons have access to the children.

12. Fly Posting

THE HIRER shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Hall, and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of the condition. Failure to observe this condition may lead to prosecution by the local authority.

13. Sale of Goods

THE HIRER shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be title, organiser's name and address and that any discounts offered are based only on Manufacturer's Recommended Retail Prices.

14. Cancellation

IF THE HIRER wishes to cancel the booking more than 14 days before the date of the event any payments made shall be refunded in full. If less than 14 days notice is given the booking deposit shall be retained. All other payments shall be refunded. If less than 7 days notice is given any refund, whether full or partial, shall be at the discretion of the Committee.

15. Cancellation

THE COMMITTEE reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election, in which case the Hirer shall be entitled to a refund of any fee already paid. Bowerhill Village Hall is held on strict trust with The Charity Commissioners for the purpose of a Village Hall. The Management Committee is bound to ensure that the Hall is administered in accordance with those trusts. Accordingly the Hall Management Committee is bound to preserve and hereby reserves the right to terminate this Agreement by not less than 7 days notice in writing to the Hirer in the event of the hall being required on the same date/time for the fulfilment of its charitable purposes. In the event of such termination by the Hall Management Committee, the Hall Management Committee shall refund to the Hirer all monies paid by the Hirer to the Hall Management Committee for the period affected. The Hall Management Committee shall not however be liable to make any further payment to the Hirer in respect of expenses incurred by the Hirer in relation to the termination.

16. Unfit for Use

In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired, the committee shall not be liable to the hirer for any resulting loss or damage whatsoever.

17. Refusal of Booking

THE COMMITTEE reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the hirer. THE HIRER shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the hirer to the Committee. The Committee shall not be liable to make any further payment to the hirer.

18. Noise

THE HIRER is responsible for preventing any undue noise being made. In particular it is a requirement that music shall be inaudible outside the Hall from 10.30pm. The Hirer shall ensure that the minimum of noise is made on arrival and departure.

19. End of Hire

THE HIRER shall be responsible for leaving the premises and surrounding area in a clean and tidy condition; properly locked and secured, unless directed otherwise, and any contents temporarily removed from their usual positions properly replaced; otherwise the committee shall be at liberty to retain the deposit paid or to make an additional charge.

Signed by the person named in paragraph 2 of the Hiring Agreement on behalf of The Bowerhill Village Hall Trust

Signed *M. A. Harris* Date 27 November 2023

Signed by the person named in paragraph 3 of the Hiring Agreement as or on behalf of the Hirer (where applicable).

Signed Date