



## BOROUGH GREEN VILLAGE HALL – TERMS OF HIRE

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## INTRODUCTION

All hires at Borough Green Village Hall are subject to the following hire agreement terms. We operate two types of hire:

- Regular or Repeat Hire
- One-Off Hire

For all Regular or Repeat Hirers please note that a separate terms of engagement letter will be issued which will supersede any terms set out below if applicable.

## BOOKINGS

- Applications to hire the Village Hall can be made through the Village Hall website or from Borough Green Village Hall Bookings Manager.
- The person signing the form must be over 25 years of age.
- The person signing the form shall be deemed to be the hirer and will be personally responsible for compliance with these and other conditions of hire and is expected to be present at event.

## PAYMENTS

All our hall hire charges can be found on our website [Borough Green Village Hall](#). Payment is due in full to confirm a hire. Deposits may be required subject to Hire type and agreement. Any deposits are refunded on completion of satisfactory Hire and normally within 7 working days.

- New users and/or one-off events - 50% deposit at time of booking or four weeks in advance. Full payment to be made within 7 days before the date of event.
- Parties or Celebrations – Minimum deposit of £100 during day or £350 for evening.
- Regular Hirers - Monthly at the end of the month e.g. bookings in August paid by 1st September.
- Failure to pay the refundable deposit will result in your booking being cancelled.

### Deposit Refunds

Damage or issues must be reported at latest within 24 hours after hire by email to [bookings@boroughgreenvillagehall@gmail.com](mailto:bookings@boroughgreenvillagehall@gmail.com) or message to Bookings Manager. Deposits will be refunded within 7 days after event on the following conditions:

- No damage or loss has been caused to the premises and/or contents.
- Premises left clean and tidy ready for next user (Floors swept and mopped, furniture stacked etc).
- All rubbish bagged and removed from premises.
- No related complaints received about noise or other disturbance during hire.

Reasonable amounts retained from any deposit (including for cleaning costs or damage) are at the discretion of the BGVH Management Committee. BGVH Management Committee also reserve the right to levy a charge for any damage to the hall or property not covered by the deposit or where deposit has not been levied (e.g. Regular/Repeat hirers)

Bank details are required for repayment of the Refundable Bond to include; Name, Sort Code, and Account Number.

## CANCELLATIONS

### Cancellation by The Hirer

Should the Hirer wish to cancel a hire 2 weeks' notice must be provided to the Bookings Manager via email or telephone. Should a cancellation not be communicated within 2 weeks the full hire charge will be levied. In extraordinary circumstances charges may be waived however this is at the behest of the Management Committee. Any requests to waive this fee should be requested directly to the Chairperson via email or telephone.

## Cancellation by BGVH

Should BGVH cancel a hire there will be a full return of the hire charge for those date(s) cancelled. BGVH Committee reserves the right to cancel or amend any hire without notice due to extraordinary circumstances such as damage or vandalism, the requirement for major repairs, the calling of a local or general election or meetings called by the Borough Green Parish Council or other local authority.

In any event of cancellation, BGVH Committee accepts no responsibility for any expenditure or loss incurred due to a cancellation.

## HIRE PERIOD

The Hirer shall have use of the hire spaces at the premises for their hire period only as agreed during the booking. The Hirer shall only use the space(s) denoted in this agreement. The hire is only confirmed once a booking confirmation is sent and payment for the hire is received.

## GET IN AND GET OUT TIMES

Each hire allows for 15 minutes get-in and 15 minutes get-out time. Should any additional time be required this must be booked as part of the hire otherwise it shall be charged additionally.

The Hirer must ensure that the space hired is left as they found it and adhere to the **Post Hire Checklist**. Any issues or damages prior to or during hire must be reported.

Using the premises for longer than the allotted hire period including the additional get-in and get-out time or not adhering to the **Post Hire Checklist** will be seen as a breach of this agreement and chargeable at the following rate:

- Additional Time - Charged pro-rata at the existing hire charge.
- Post Hire Check List Fail - £50

## INSURANCE COVER

BGVH holds Public Liability Insurance however this does not cover the use of the following:

- Bouncy Castle and other inflatable items

## Wi-Fi USAGE

The BGVH Management Committee provide Wi-Fi access to the Internet for Hall Users and Visitors to the premises. This service is provided free to Hall Users and Visitors. Users of BGVH Wi-Fi should be aware their usage over the Wi-Fi may be monitored and accessible to others.

### Appropriate Wi-Fi Usage:

All Hall Users and Visitors are welcome to use the free BGVH Wi-Fi connection for the following reasons:

- To seek out information.
- To access social media accounts.
- All internet use must comply with BGVH's confidentiality and data protection guidance.

### Inappropriate Wi-Fi Usage:

Hall Users and Visitors must **not** use BGVH supplied Wi-Fi to:

- Download or upload obscene, offensive, or illegal material.
- Send confidential information to unauthorised recipients.
- Invade another person's privacy or access sensitive information.
- Download or upload copyrighted material and software without proper authorisation.
- Visit potentially dangerous websites that compromise network safety.
- Perform unauthorised or illegal actions (e.g., hacking, fraud, buying/selling illegal goods).

Misuse of BGVH Wi-Fi may be a criminal offence reportable to Police, a breach of these Terms of Hire and could result in withdrawal of the service.

## LICENCES

BGVH holds a Premises Licence that permits activities in the Hall until 23:59 hours (Midnight) for the following purposes:

- Performance of plays or dancing
- Showing films
- Indoor sporting fixtures
- Performance of live music
- Playing pre-recorded music and associated activities, such as dances or discos.
- Sale and distribution of alcohol

BGVH does not hold a Basic Food Hygiene Certificate for use by hirers. Where food or drink is to be supplied to the public the Hirer or caterer must hold a Basic Food Hygiene Certificate. The Hirer must provide proof of a Basic Food Hygiene Certificate prior to the commencement of this agreement.

The Hirer shall not apply for a Temporary Event Notice (TENS) without the written permission of the BGVH Management Committee.

## PREMISES CAPACITY

Any activity carried out by the Hirer as part of this agreement shall not exceed the capacity of the premises which is available on the website: [Borough Green Village Hall](#).

- Main Hall - 200
- Small Hall - 70
- Meeting Room – 30
- Entrance and Toilets only (to facilitate outdoor activities) - 10

In addition, the car park (capacity of 47 spaces) can be hired/closed off for outside events which can include whole car park or just specific spaces as a bespoke and exceptional request. Contact [bookings@boroughgreenvillagehall@gmail.com](mailto:bookings@boroughgreenvillagehall@gmail.com) or message to Bookings Manager.

## HALL ACCESSIBILITY, SUITABILITY AND CLEANLINESS

Hirers should note that there are limitations and accessibility issues regarding kitchens and toilets. Hirers of Meeting Room should be aware that they may be subject to disturbance from the Small Hall if noisy activities are taking place so discuss your use with the Bookings Manager.

## KEYS AND ACCESS TO THE BUILDING

The Hirer can sign for keys from Shakti Newsagents in the High Street no more than 30 minutes before hire unless instructed otherwise. There is a 'Key Box' adjacent to the lift in the building where returned keys can be left before exiting main door (Code required). No keys will be issued to any hirers for longer than the duration of their hire. The key gives access to all areas of the building. All windows must be closed at the end of a hire.

Should The Hirer not return the key to Shakti Newsagents or in the Key Box within 24 hours, or as agreed with the Bookings Manager, after their hire period a charge of £50 will be levied.

## Hall Entry

### Entering the Hall

1. Keys are available for collection from Shakti's Newsagents in the High Street, directly opposite the entrance to the car park.

2. Keys are available 30 mins prior to your hire and access to the hall no more than 15 minutes before unless agreed otherwise.
3. On arrival at the hall, you enter through the main doors.
4. There is a single handled door on the left hand side, this is where you open the door with the key.
5. On entry, the small hall and meeting room are located on the ground floor through the doors on the far left.
6. The Meeting Room is accessed through the small hall and single door past the kitchen.
7. The Main Hall is upstairs.
8. Disabled access to the main hall is via the lift on the ground floor.
9. There are ladies' toilets on both the ground and top floor and gents on the ground floor.

### Exiting The Hall

10. Please ensure there are no other people/groups left in the hall.
11. Please make sure the door is locked from outside and return the key to Shakti's Newsagents.
12. If Shakti's is closed which is 5pm on a Sunday but 8pm Monday to Saturday, please lock the door from outside.
13. Then return the key to the key safe on the wall to the right hand side of the lift doors.
14. Please double, triple check the front main door is definitely locked and you cannot open it. The handle should not move.

### Clearing up After Event

15. Ensure all tables and chairs are returned to the right hand side of the hall.
16. Ensure all curtains are left wide open.
17. Ensure all lights are all turned off.
18. Leave the hall as you found it including the kitchen, cooker and floors.
19. Brooms, Mops etc. are kept behind the kitchen doors, please use them.
20. Bring own refuse bags/sacks for your rubbish and take home with you.
21. Please do not put rubbish sacks or overfill the bins outside the hall.

## PARKING

There is a public car park to the front of the hall that can be used during the hire. The car park is limited to 45 spaces. Note the car park is free for hall users during their event. Hall Users need to provide the car registration numbers on the available tablet in hall or using the QR code or charges may apply.

Local overflow parking can be found in unrestricted areas on Station Road or local areas. Additional parking is in the nearby railway station car park or Western Road Car Park, but parking will be subject to charges by a third party.

## KITCHEN AND EQUIPMENT

### Equipment Use

The Hirer shall ensure that electrical appliances brought by them to BGVH and used are to be safe, in good working order, and operated in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

The Hirer shall not put up any decorations that might damage the walls or ceilings including but not limited to pins, sticky tape and Blu Tack.

There is no storage included in this hire and all equipment should be removed from BGVH by the Hirer at the end of each hire period unless previously agreed with the Committee Chairperson.

### Kitchen Use

The use of the kitchen is included in the hire charge. The water urns and oven should be switched off before leaving. Rodent deterrent switches should always be left on.

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

## EXCLUDED ACTIVITIES

The Hirer shall not sub-hire or use or allow the premises to be used for:

1. Political rallies or demonstrations. Non-political local interest groups and public meetings may be permitted with the prior approval of BGVH Committee.
2. Purposes which are illegal i.e., be they forbidden by law or unauthorised by official or accepted rules.
3. Functions attended by people whose presence may cause civil unrest or division within the community.
4. An organisation or individual which has been banned by law.
5. To do anything or bring on to the premises anything which may invalidate any insurance policies.

The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of the BGVH Committee) are displayed or offered for sale on any part of the premises.

## HEALTH AND SAFETY

Responsibility for Health & Safety rests with everybody using the premises. BGVH Committee accepts no liability in this respect over and above the statutory Health & Safety standards that have been complied with.

The Hirer shall ensure they are familiar with the:

- Fire alarm points
- Fire evacuation procedures, routes, refuge point and assembly point
- Location of telephone
- Location of first aid kit
- Location of the accident reporting book

The Hirer shall:

- Ensure clear and unobstructed access and regress is maintained to all emergency exits on the premises.
- Ensure fire doors on the premises are not propped or left open at any time.
- Familiarise visitors with the position of fire alarm points, fire evacuation routes, fire refuge points and the fire assembly point.

The Hirer will ensure that no parking is permitted at the emergency exits to the premises, or on the forecourt of the premises.

The Hirer will ensure there is a no smoking or vaping in BGVH.

The Hirer is responsible for ensuring that the premises are vacated immediately and that the required emergency services are called. The Hirer shall inform the Chairperson and/or the Bookings Manager of any emergency at the earliest possible time.

## SAFEGUARDING CHILDREN, YOUNG PEOPLE, AND ADULTS AT RISK

Hirers must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide to BGVH Management Committee a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

## NUISANCE

The Hirer must not do or allow anyone attending their hiring to do anything on the premises which is or may become a nuisance to BGVH or other hirers or to the occupiers of adjoining or neighbouring premises/homes.

The Hirer shall be responsible for ensuring any person causing a nuisance leaves the premises with immediate effect.

## CARE OF BGVH AND EQUIPMENT

The Hirer shall ensure no damage is caused or permitted to be caused to the premises or any equipment or fittings during the period of hire.

The Hirer shall be responsible for any damage caused or permitted to be caused to the premises or any equipment or fittings during the period of hire.

## LOSS OR DAMAGE

BGVH Committee shall not be liable for any death, injury, loss or damage caused to the Hirer, persons using the premises and/or to their property except for death or personal injury or damage to property caused by negligence on the behalf of BGVH or its employees; or any matter in respect of which it would be unlawful for BGVH Committee to exclude or restrict liability.

## BOOKINGS INVOLVING CHILDREN

The Hirer shall ensure that where an event involves activities aimed predominantly at children, that they have appropriate child protection policies and procedures in place.

All members of event staff involved at BGVH should have the relevant DBS checks (Responsibility of the Hirer) and be aware of their responsibility regarding safeguarding of children.

## GDPR & DATA PROTECTION

BGVH only collects and stores limited information such as name, address, email address, phone number, organisation, that is necessary for correspondence, information, and service provision. The BGVH Committee will only keep data for the purpose it was collected and only as long as necessary, after which it will be deleted. We will not share or provide your information to any other third party.

The Data Protection Officer is: Bryan Rawlins (Chair)

## GENERAL TERMS

BGVH Committee may from time to time amend or add to this agreement in writing.

The Hirer shall ensure that their hire complies with all relevant legislation and regulations.

No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

**IMPORTANT NOTICE:** By hiring and using the facilities of Borough Green Village Hall you are deemed to have accepted and agree to be bound by these Terms.

Dated: 08 November 2024