**BURNISTON & CLOUGHTON VILLAGE HALL (‘The Hall’)**

**CONDITIONS OF HIRE (Version 3 - 1st October 2021)**

1. The Hirer will, during the period of hiring be responsible for supervision of the premises, the fabric and contents, care, and safety from damage (however slight) or change of any sort, and the behaviour of all persons using the premises whatever their capacity, including the proper supervision of car parking arrangements, to avoid obstruction of the Highway.

No alterations or addition may be made to the fabric of The Hall building nor may any fixings or fixtures be installed without prior consent. Any damage to decoration will be charged for/deducted from the Deposit. Any staples, nails etc must be removed without causing damage to the building as they may cause harm to others in particular children.

1. The main hall floor must be cleaned with warm water only, no detergents.
2. All electrical appliances introduced into The Hall for your function should be certified safe for purpose and used in a safe manner with a circuit breaker where appropriate.
3. Compliance with Children Act 1989

The Hirer shall ensure that the safety of any child under the age of 8 complies with the provisions of the Children Act and relevant succeeding legislation guidelines, ensuring only fit and competent persons have access to the children. Hiring of equipment from others would require CRB checks.

1. Health & Safety

The Hirer shall carry out risk assessments using persons who are competent to the task and take any necessary action to eliminate or reduce hazards. There should be no undue stretching or reaching or bending when using approved equipment. Such equipment only to be used by trained and competent persons.

6 The Hirer 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 which may endanger the same or any insurance policies in respect thereof, nor allow the consumption of alcoholic liquor thereon without the prior written consent of the Designated Premises Supervisor.

1. The Hirer shall be responsible for obtaining such written consents as may be necessary for the activity required or the consumption of intoxicating liquor on the premises, and to agree in writing to all conditions attached to such consents.
2. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Local Licensing Authority, the Local Magistrates Court or otherwise, particularly in connection with any event which includes the provision or consumption of alcohol, public dancing or music or other similar public entertainment or stage plays. The Hirer shall ensure that all fire exits are unobstructed throughout the event and is conversant with opening said Fire Exits. The Hirer shall ensure personal knowledge of the whereabouts of the said fire exits. The Hirer shall be aware of the siting of the fire equipment/extinguishers/alarm bells within the Hall building, extinguishers only to be used by competent persons.

Fire Extinguishers are located at the following points:

* 1. 2 in main hall (back of hall and left of front stage)
  2. 1 on stage
  3. 1 in supper room
  4. 1 in kitchen
  5. 2 Alarm bells located in main entrance foyer and small room adjacent to stage
  6. A payphone is situated in the kitchen and should be used in emergencies. The formal address of The Hall is High Street, Burniston YO13 0JE

Please note the maximum number of people in the hall should NOT exceed 200. This includes people seated on chairs and those involved in the background and on the stage for performances. Where tables are in use as well, the number of people should not exceed 184.

NO NAKED FLAMES ARE ALLOWED EXCEPT CANDLES ON BIRTHDAY CAKES

1. The Hirer shall indemnify the Committee for the cost of repair, or any damage done to any part of the property, including the surrounds thereof, or the contents of the building, which may occur during the period of the hiring as a result of the hiring.
2. Any Independent Organisation hiring the hall for any commercial activity (including any activity for which payments are made by those attending) must provide their own insurance to cover any risks associated with their activity and produce the relevant documentation to the Booking Secretaries prior to the booking being accepted. Where necessary, CRB documentation should also be produced.
3. If the Hirer wishes to cancel their booking prior to the date of their event with less than 28 days written notice, and the Committee are unable to secure a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Committee. If the required period of notice is given, the Hirer shall be entitled to be refunded the booking fee in full.
4. CANCELLATION POLICY

Cancellations of bookings must be given asap and where possible in writing by

* Email: hire@bcvillagehall.org.uk
* Phone call to the Booking Secretaries 01723 643003

If the Hirer needs to cancel a confirmed booking for whatever reason, it will be at the discretion of the Committee whether a cancellation fee may be required if less than 28 days written notice has been given.

The Committee reserves the right to cancel a letting if the hall is required for use as a Polling Station for Parliamentary and Local Government election or By-election.

The Committee also reserves the right to cancel the hiring agreement upon giving 7 days’ notice to the Hirer.

In cases of cancellation by the Committee, the Hirer shall be entitled to reimbursement, by cheque or online transfer, of such monies previously paid by the hirer. The Committee shall not be liable to meet any other costs or make any further payment to the hirer.

1. 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.
2. Drunk and disorderly behaviour and supply of illegal drugs

Drunkenness and drug-taking are not acceptable and will result in the offender/s being required to leave the premises immediately and if deemed necessary by the committee, the closure of the event and loss of deposit and booking fee. Abusive and threatening behaviour towards any staff will also result in the closure of the bar and loss of deposit.

1. Smoking

The Hall is a non-smoking venue, and the Hirer is responsible for ensuring that there is no smoking in the premises and guests comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Guests who wish to smoke may use the designated smoking area and dispose of cigarette ends, matches etc in the cigarette bin provided outside.

1. Parking

Burniston and Cloughton Village Hall Committee DO NOT accept liability for any damage caused to vehicles, cars are parked at owner’s risk.

Access for emergency vehicles must not be blocked under any circumstances.

1. The Hirer shall be responsible for leaving the premises in a clean and tidy condition, properly locked and secured and locked, unless otherwise instructed by the Booking Secretary. Any articles of furnishing removed from their original position shall be returned, lights switched off, water taps turned off, and heating system turned off. If any of the above are not adhered to the Committee shall be at liberty to impose an additional charge. Breakages shall be declared to the Booking Secretary and a proportion of the deposit will be withheld to allow for the replacement of such breakages.

1. The deposit of £30 plus the relevant hire fee must accompany the application for hire. Payment can be made online on receipt of an invoice or by cheque payable to Burniston & Cloughton Village Hall, delivered to the post box inside the Hall. The deposit will be returned once it has been ascertained that no damage or breakages have been caused during your function and that all necessary cleaning has been carried out.
2. If the lighting and/or sound equipment is being hired, we require a deposit of £250 – payment of this fee can be authorised with a credit card at the start of your event, or alternatively a cheque can be made payable to ‘Cloughton Village Fund.’ Your chosen payment method would only be charged if there is any loss/damage to the equipment. You will be notified if this charge applies in full or in part within 7 days of your event.
3. Tea towels will not be provided
4. WIFI is available in the Hall – connect to Village Hall Guest (no password required).
5. Please note CCTV has been installed both outside and inside the premises of the village hall.

**Failure to comply with any of the above Terms and Conditions will result in some or all your deposit being retained.**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_