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Bruisyard Village Hall Standard Conditions of Hire

In respect of these Standard Conditions of Hire, the Hirer is deemed to be an individual hirer or, where the hirer is an organisation or company, the authorised representative of that organisation or company who has signed on Page 1 of the Booking Form or completes the <u>online booking form</u>. The Hirer must be at least 21 years old. If the Hirer is in any doubt as to the meaning of the following, the Bruisyard Village Hall Secretary should be consulted as soon as possible. Reference to 'the premises' in the following means Bruisyard Village Hall.

- 1. The Hirer shall be present throughout the period of the hiring and is responsible for (a) the supervision of the premises, the fabric and the contents including their care and safety from damage however slight, and (b) the behaviour of all persons using the premises whatever their capacity: including but not limited to ensuring the proper supervision of car parking arrangements so as to avoid obstruction of the highway and nuisance to neighbours of Bruisyard Village Hall.
- 2. The Hirer shall not use the premises for any purposes other than that described in these Standard Conditions of Hire, and shall not sub-hire the premises or allow the premises to be used for any unlawful purpose, or in any unlawful way, nor do anything or bring into the premises anything which may endanger the same, or render invalid any insurance policies in respect thereof.
- 3. The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting, lotteries or the sale of intoxicating liquor etc. If alcohol is to be sold during the time the hall is hired, this can only be done by Bruisyard Village Hall committee in accordance with the licence issued by East Suffolk Council.
- 4. The Hirer shall, if preparing, serving or selling food, ensure that all relevant food health and hygiene legislation and regulations are complied with in respect thereof.
- 5. The Hirer shall ensure that all electrical appliances brought by them into the premises and used there shall be safe and in good working order, and used in a safe manner.
- 6. The Hirer shall indemnify Bruisyard Parish Council and the Bruisyard Village Hall committee against (a) the cost of repair for any damage done to any part of the premises including the curtilage thereof or the contents of the premises, and (b) all claims in respect to damage or loss of property or injury to persons as a result of the use of the premises (including the storage of equipment) by the Hirer.
- 7. The Hirer shall ensure that the use of any third party contractor in the Hall is notified in advance and in writing to the Village Hall Secretary. The use of any third party contractor in the

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Hall is subject to the approval of the Village Hall Secretary. The term third party contractor includes, but is not limited to, catering providers, entertainers and marquee providers. The Hirer will be responsible according to the Standard Conditions of Hire for the supervision and actions of any third party in connection with the hiring at the Village Hall.

- 8. The Hirer must report all accidents which involve injury to any person on the premises or as a result of the booking to a member of the Bruisyard Village Hall committee as soon as possible and complete the relevant section in the Village Hall's accident book. Any damage to or failure of equipment belonging to the Village Hall must also be reported as soon as possible to a member of the Bruisyard Village Hall committee.
- 9. The Hirer shall ensure that no birds or animals, except guide dogs, are brought into the Village Hall unless express permission is given by the Bruisyard Village Hall committee for a special event. At no time shall birds or animals be permitted to enter the kitchen.
- 10. The Hirer shall ensure that procedures are in place at all times to safeguard any children or young people in accordance with the Childrens Act 2004. Children under the age of 16 years must be accompanied and supervised by a responsible adult at all times when using the premises.
- 11. The Hirer shall ensure that no child under twelve years of age is allowed into the kitchen.
- 12. Bruisyard Village Hall committee reserves the right to cancel any booking in the event that the Village Hall is required for any use the Bruisyard Village Hall committee (in its sole discretion) deems to be exceptional, including but not limited to use as a Polling Station for a Parliamentary or Local Government election or bye-election, in which case the Hirer will be entitled to a full refund of the amount paid to Bruisyard Village Hall as shown on the Booking Form.
- 13. In the event of the premises being rendered unfit for the use for which it has been hired, Bruisyard Parish Council and the Bruisyard Village Hall committee shall not be liable to the Hirer for any resulting loss or damage whatsoever.
- 14. The Hirer shall ensure that the 'No Smoking' policy in the Village Hall is upheld at all times.
- 15. The Hirer shall ensure that no more than the maximum permitted numbers of people occupy the Village Hall during the event. They are as follows;

Seated at tables: 68
Closely seated (lecture format): 80
Standing (buffet event): 90

If the hall is extended by adding a marquee, the maximum number of people permitted is as specified by the approved marquee supplier.

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16. The use of fireworks anywhere on the premises including the Parish Park and car park is strictly forbidden unless prior agreement is given by the Bruisyard Village Hall committee.

- 17. The Hirer shall ensure that the event finishes promptly by the time as stated on the Booking Form above. The Hirer shall have up to one hour after this time to clean and tidy up and vacate the premises. The Hirer shall ensure that for events held in the evening, the hall is vacated before midnight unless prior agreement is given by the Bruisyard Village Hall committee.
- 18. At the end of the hiring, the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured unless otherwise directed, and any contents temporarily removed from their usual positions properly replaced otherwise the Bruisyard Village Hall committee will be at liberty to make an additional charge.
- 19. For private parties, weddings or functions where food or alcohol is consumed, the deposit is refundable to the Hirer provided the hall is left clean and no damage to the fabric of the premises, contents or equipment has occurred. Breakage costs and cleaning charges will be deducted from the deposit as stated in 'Hire Charges July 2022' document.
- 20. The hire charge is not refundable if the Hirer or the organisation which they represent cancels the booking within 14 days of the date of the hire period unless an alternative booking from another Hirer is confirmed for that date and time.
- 21. The Hirer shall ensure compliance with the terms and conditions of the Premises Licence granted by East Suffolk Council at all times during the period of hire.
- 22. This Hiring Agreement constitutes permission only to use the premises and facilities as agreed and confers no tenancy or other right of occupation on the Hirer.
- 23. No access is permitted into the Village Hall loft space, boiler room or storage shed.
- 24. The Hirer agrees to comply in full with the Bruisyard Village Hall 'Opening and Closing Up Instructions' document.

By completing and submitting the Booking Form to the Village Hall Secretary, the Hirer acknowledges an understanding of the Standard Conditions of Hire which form part of the Hiring Agreement, and agrees to perform the provisions and stipulations contained or referred to in these Standard Conditions of Hire.

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