

BOXFORD VILLAGE HALL

Booking Form and Hire Agreement for Multiple Hire Periods

This Booking Form and Hire Agreement is based upon the ACRE (Action with Communities in Rural England) model hire agreement edition 2013. Upon signing the Booking Form the Hirer is entering into an enforceable legal contract.

BOOKING FORM

Event: _____
Notes: _____

Premises: ☐ Community Hall ☐ Pre-school Hall ☐ Whole Hall

Hirer:
Name: _____ ☐ Parish resident
Address: _____

Contact no: _____ **Email:** _____

Hire Periods:
Dates and times: _____

Charges:
Hire Fees: £_____ per 28 day block ☐ Initial block payment received
£_____ total for all Hire Periods
Deposit: £_____ ☐ Deposit received

Signed:
Hirer: _____ **Date:** _____
Print name: _____

Boxford Village Hall (BVH):

Address: Lambourn Road, Boxford, Newbury, Berks. RG20 8DD
Contact no: TBA **Email:** boxford.village.hall@gmail.com

For BVH: _____ **Date:** _____
Print name: _____

HIRE AGREEMENT

The attached Booking Form between _____ and the BVH forms part of this Hire Agreement. In consideration of the Hirer paying the Hire Fees, the BVH agrees to make the Premises available to the Hirer for the Event and Hire Periods specified on the Booking Form.

Special Conditions

Charges

The Hire Fees shall be paid in 28 calendar day blocks starting from the date of the first Hire Period. Full payment due for each block of Hire Periods shall be made at least 28 days before the first Hire Period in each block.

The Deposit shall be paid on confirmation of the booking and will be refunded upon completion of the last Hire Period provided that the Premises are left in a clean condition and no damage or loss to the fabric, fixtures, fittings or contents has been caused during any Hire Period. The BVH management reserves the right to arrange for any necessary cleaning or rectification of damage or loss and the cost shall be borne by the Hirer. The deposit shall be used to pay for, or contribute to, such cost.

Cancellation

If the Hirer cancels the booking no charge will be made unless the cancellation is made within 28 calendar days of the start of a block of Hire Periods, in which case 20% of the Hire Fees for the block will be charged, or if cancellation is within 7 calendar days then 50% will be charged.

Age and responsibility

The Hirer, not being a person under 18 years of age, accepts responsibility for being in charge of, and shall be on the Premises at all times during the Hire Periods. The Hirer shall ensure that all conditions of the Booking Form and this Hire Agreement are met and that the administration and fire procedures are followed.

Termination

If the Hirer, in the reasonable opinion of the BVH management, fails to comply with any of the conditions, procedures or regulations of the Booking Form and this Hire Agreement, the BVH management reserves the right to terminate this Hire Agreement. All amounts paid towards Hire Fees, including the deposit, will be retained and no refund will be given. The BVH management shall not be liable to the Hirer for any consequential loss or damages whatsoever.

Capacity

The number of persons using either the Community Hall or the Pre-school Hall shall not exceed 60 per hall. If using the Whole Hall the number shall not exceed 120.

Hours of opening

The Hirer shall ensure that the use of the Premises is limited to each of the Hire Periods.

Hot Water and Heating

Hot water and heating for the Premises is included without extra charge. The system is programmed to operate according to usage and the ambient temperature. The Hirer shall not tamper with, or try to adjust, any heating controls or thermostats.

Electricity

Electricity is included without extra charge. However the BVH management still incurs some costs whenever electricity is used and the Hirer is requested to switch off any equipment or lighting that is not needed.

Wood Floor

The floor to the hall in the Premises is a sports wood floor. To clean it, the Hirer shall use only a dry brush, or if marked only a damp cloth. A MOP AND WATER MUST NOT BE USED.

Standard Conditions

1. Supervision

The Hirer shall, during the Hire Periods, 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 and exit to the car park.

2. Use of the Premises

The Hirer shall not use the Premises for any purpose other than for the Event described in the Booking Form 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 the prior agreement of the BVH management.

3. 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.

4. Licenses

If licenses are required in respect of any activity in the Premises then the Hirer shall liaise with and obtain the approval of the BVH management before acquiring such license.

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, the Licensing Authority or otherwise, particularly in connection with any activity which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the BVH management.

Furthermore:

- (a) The Hirer acknowledges that it has received instruction in the following matters:
 - The action to be taken in the event of fire. This includes calling the Fire Brigade, evacuating the Premises and the use of muster points.
 - The location and use of fire equipment.
 - The escape routes and the need to keep them clear.
 - The method of operation of escape and door fastenings.
 - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire; and
- (b) In advance of an entertainment or play the Hirer shall check the following items:
 - That all fire exits are unlocked and in working order.
 - That all escape routes are free of obstruction and can be safely used.
 - That any fire doors are not wedged open.
 - That there are no obvious fire hazards on the Premises.

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, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

8. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public or to the BVH management as soon as possible and complete the relevant section in BVH's accident book. Any failure of equipment belonging to the BVH or brought in by the Hirer must also be reported as soon as possible.

9. Indemnity

The Hirer shall indemnify and keep indemnified each member of the BVH management, its employees, volunteers, agents and invitees against (i) the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises (ii) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the Premises (including the storage of equipment) by the Hirer, and (iii) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the Premises by the Hirer.

10. Explosives and Flammable Substances

The Hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the Premises: and
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the prior consent of the BVH management.

11. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that no violent or criminal behaviour occurs; care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the Premises or in its immediate vicinity. Alcohol shall not be served to

any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the Premises. No illegal drugs may be brought onto the Premises.

12. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Premises, other than for a special event and as agreed at the time of booking by the BVH management. No animals whatsoever are to enter the kitchen at any time.

13. Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the BVH management with a copy of their Child Protection Policy whenever requested.

14. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of advertising on the Premises without the approval of the BVH management.

15. 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.

16. Cancellation

The BVH management reserves the right to cancel any Hire Period by written notice to the Hirer in the event of:

- (a) The Premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) The BVH management reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the Premises as a result of this hiring.
- (c) The Premises becoming unfit for the use intended by the Hirer; and
- (d) An emergency requiring use of the Premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of the Hire Fees already paid for any such cancelled Hire Period(s) but the BVH management shall not be liable to the Hirer for any consequential direct or indirect loss or damages whatsoever.

17. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment keep it to a level that does not cause concern to the neighbours.

18. Stored Equipment

The BVH management accepts no responsibility for any stored equipment or other property brought onto or left at the Premises, and all liability for loss or damage is hereby excluded.

19. No Alterations

No alterations or additions may be made to the Premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Premises without the prior approval of the BVH management. Any alteration, fixture or fitting, or attachment so approved shall at the discretion of the BVH management remain in the Premises at the end of the last Hire Period. It will become the property of the BVH management unless removed by the Hirer who must make good to the satisfaction of the BVH management any damage caused to the Premises by such removal.

20. No Rights

This Hire Agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the Hirer.

21. End of Hire

At the end of each Hire Period 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 by the BVH management. Any contents temporarily removed from their usual positions shall be properly replaced; otherwise the BVH management shall be at liberty to make an additional charge.

22. INSTRUCTIONS IN CASE OF FIRE

The first duty is to prevent injury or loss of life.

Any person discovering a fire

- WARN OTHERS – shout “FIRE!”. If you cannot be heard, flash the lights to get attention.
- SOUND THE ALARM – next to the main entrance or by one of the fire exit doors.
- LEAVE THE BUILDING – by the nearest exit in an orderly way. Close the doors behind you.
- ASSEMBLY POINT – at far corner of car park, near entrance. DO NOT BLOCK ANY EMERGENCY VEHICLE ACCESS.
- DO NOT TACKLE THE FIRE UNLESS YOU ARE TRAINED TO DO SO.
- CALL THE FIRE SERVICE IMMEDIATELY.
- DIAL 999, then give the operator the number of the phone and ask for Fire.

When the Fire Service answers, speak distinctly “FIRE AT BOXFORD VILLAGE HALL, LAMBOURN ROAD, RG20 8DD”

- DON'T END THE CALL UNTIL THE FIRE SERVICE HAS REPEATED THE ADDRESS
- All mobile networks accept Emergency Calls on 999 or 112
- There are two telephones on the premises:
 - in the Pre-School storage cupboard adjacent to the Kitchen door,
 - in the first floor Storage Room at the top of the stairs on the right.
- Once the Hall has been evacuated (check especially the toilet areas),
DO NOT ALLOW ANYONE TO RETURN TO THE BUILDING for any reason until authorised to do so by the Fire Service.
- Upon arrival of the Fire Service, the person in charge of the event must report to the Officer in Charge that all persons are safe, or should inform him/her of the last position of anyone missing.