



TERMS AND CONDITIONS OF HIRE AND CHARGES

It is important when you hire or use Blackfordby Village Hall that you read and understand these Conditions of Hire. They do apply in all cases, whether you have formally agreed to them or not.

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GENERAL CONDITIONS FOR ALL HIRERS

These terms and conditions apply to all those who book and use Blackfordby Village Hall.

The Hirer should refer to the appropriate section relating to hire charges, special conditions, deposits and cancellation charges for bookings. Hire rates are for a minimum of 1 hour and are normally by the hour. Bookings can be made as a long-term agreement, subject to discussion with Blackfordby Village Hall Management Committee (BVHMC).

Depending on the nature of the booking special conditions may be applicable. In particular, if an event may pose a risk to a specific area then this will be subject to a special condition confirmed in writing to the Hirer.

These terms and conditions are part of an agreement between the Blackfordby Village Hall Management Committee (BVHMC) and the Hirer, who may be an individual or an organisation represented by an authorised person.

These terms and conditions are based on the model booking agreement for Village Halls produced by the Association for Communities in Rural England (ACRE) and should be read in conjunction with other Village Hall policies (available on request).

All the conditions, plus any special conditions imposed at the time of booking, apply unless specifically excluded in writing or on the **Booking Confirmation**.

Signing or signifying agreement to the Booking Confirmation certifies that the Hirer is aware of these terms and conditions, will abide by them and will ensure that those who use the Village Hall in conjunction with their booking act in accordance with them. BVHMC will assume that anyone booking on behalf of an organisation is duly authorised to do so.

In the event of someone using the Village Hall without specifically agreeing to the Booking Confirmation, then it will be deemed that they are aware of these terms and conditions, will abide by them and will ensure that those who use the Village Hall in conjunction with their booking act in accordance with them.

Special Conditions & Information

OUR NEIGHBOURHOOD: Blackfordby Village Hall is situated in a residential area. Hirers are asked to respect our neighbours during their use of the Village Hall, including entering and exiting the building and use of the car park.

HEATING: The heating system in the Village Hall is set to maintain an appropriate temperature for the activity. If you require a special elevated temperature, please contact the BVHMC beforehand and we will try to accommodate your requirements. The BVHMC reserves the right to charge an additional sum to reflect the extra heating costs, to be agreed with the Hirer in advance.

SMOKING & VAPING: Blackfordby Village Hall has a no smoking, no vaping policy. Smoking and vaping is only permitted in the designated outside area and smokers must use the waste disposal unit (outside of main entrance on the right).

ALCOHOL: No drinking is permitted outside of the Village Hall. Sale of alcohol by Hirers is not permitted under the terms of our licence.

HEALTH & SAFETY: The maximum capacity of the Main Hall is 150 seated guests. A first aid box and accident book are located in the kitchen. Health & Safety information is available in the foyer.

ANIMALS: No animals or pets except guide dogs are allowed in the Village Hall.

NOT PERMITTED – Smoke machines, candles and naked flames are not permitted anywhere inside the premises.

Confirmation of Bookings

Charges for all bookings are shown clearly in the **Schedule of Charges** and will be identified on your **Booking Confirmation**. Bookings are charged individually, in accordance with the **Schedule of Charges**.

As well as charges for use of the Village Hall space and facilities, there are charges for use of equipment, hire of the bar etc. These will also be shown on the booking confirmation.

Once agreement to the **Booking Confirmation** (by email) has been accepted and any deposits paid, other areas of the Village Hall may be hired out at the same time, if appropriate.

Payments

The payment date will be shown on the Booking Confirmation /Invoice. If payment is not received by the due date, BVHMC reserves the right to cancel your booking and any future bookings.

Payment by BACS is preferred to:

BLACKFORDBY VILLAGE HALL MANAGEMENT COMMITTEE

HSBC Bank

Sort Code: 40-43-30

Account: 20166596

Where a deposit is required, please provide details of the bank account to which the deposit is to be refunded to at the time of the Booking Confirmation.

Cancellations by Blackfordby Village Hall Management Committee

BVHMC reserves the right to cancel a booking by written notice in the following circumstances:

1. The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

2. Closure forced by government legislation (e.g. COVID-19 rules).
3. The BVHMC reasonably considering that
 - a. such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements.
 - b. unlawful or unsuitable activities will take place at the premises as a result of the hiring.
4. The premises becoming unfit for use intended by the Hirer or 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 any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

For cancellation by Hirers, please see the appropriate section.

Access to the Village Hall / Time Periods of Hire

Bookings relate only to the specific rooms and days and times hired. Hire periods are normally in 1 hour time periods. Hire periods must be long enough to allow for any setting up of and putting away/dismantling any furniture/equipment. If more time is required, the Hirer should extend the hire period.

Note: there is a height barrier on the car park (which can be opened on request) - 2 metres or 6' 7".

Use of Premises, Supervision and Cleaning Up

The Hirer (or his/her authorised representative) must be present during the period of hire and ensure that terms and conditions are observed.

Use of the Village Hall must always be responsible, with respect to the facilities and equipment. The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and contents; its 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 disruption and obstruction of Sandtop Lane.

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition; tables, chairs, kitchen and other equipment put away; lights, taps, PA system and other equipment etc all turned off; the rooms used and, where appropriate, the building itself, secured unless directed otherwise; and any contents temporarily removed from their usual positions properly replaced.

The Hirer must dispose of any rubbish generated during their hire period and segregate recycling. If the Hirer fails to meet this requirement the BVHMC shall be at liberty to make an additional charge.

The Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

The Hirer shall not use the premises for any purpose other than that described in the Booking Confirmation; 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 premises. The consumption of alcohol is subject to special rules and permissions as agreed for the specific event with BVHMC.

The Hirer shall ensure that nothing is carried out on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

Policies

All users must be familiar with and observe the policies of the Village Hall, such as **Health & Safety** and **Safeguarding**. Copies of these are available on request.

Any Hirer or user of the Village Hall where Children and/or Vulnerable Adults are involved must have appropriate policies/procedures in place and must ensure that these are observed when using the Village Hall.

Health & Safety

All Hirers must make themselves, and any individuals using the premises as part of their hire, aware of emergency escape routes and fire alarm procedures. **Any accidents or incidents must be reported to BVHMC. Fire exits must not be blocked. Children must be supervised at all times in the kitchen, on the stage and in the car park.** The Hirer is responsible for the safe condition of any electrical equipment brought in for use in the Village Hall. There is a **one-way system in place in the car park** – the exit route is around the back of the hall.

Licensed Activities and Sale of Alcohol

The Village Hall has a **Premises Licence** authorising the following regulated entertainment and licensable activities:

- the performance of plays
- the exhibition of films
- indoor sporting events
- the performance of live music
- the playing of recorded music
- the performance of dance
- entertainment of a similar description to the above
- the sale of alcohol by the Village Hall only

Bringing alcohol for consumption during the hire period needs to be agreed and will be set out on the Hire Agreement. Alcohol can only be sold by Blackfordby Village Hall Bar. It is the responsibility of the Hirer to ensure any catering services meet current government legislation regarding food allergen information and labelling.

The Village Hall has PRS and PPL licences (music licence). **However, if you are playing recorded music as part of an event for which a fee is charged (for example an exercise class) you may need to have your own licence. If other licences are required in respect of any activity in the Village Hall, the Hirer should ensure that they hold the relevant licence.**

All music must stop by 23:00.

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 written approval of BVHMC. The Hirer is responsible for any costs incurred to address damage caused by the removal of any such items.

Any alteration, fixture or fitting or attachment so approved may, at the discretion of the BVHMC, remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of BVHMC any damage caused to the premises by such removal.

No Rights

The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

No Interference with the Activities of other Village Hall Users

Any use must be conducted in such a way that it does not unreasonably interfere with the activities of other Village Hall users by way of noise, disturbance or otherwise.

BOOKINGS MADE ON AN HOURLY BASIS

This section applies to most Hirers booking the facility by the hour for uses such as meetings/social events/classes etc.

Schedule of Charges

The hire charges are given in Table 1. Our rates apply to most hire situations. However, for more unusual use e.g., with increased potential for damage, this will attract individual pricing discussed between BVHMC and the Hirer.

Booking Area	Weekday Rate	Weekend Rate	Comments
Main Hall	£17/hour Friday after 18:00 £28/hour	Saturday up to 18:00, £22.50/hour after 18:00, £28/hour Sunday £22.50/hour	Damage and cleaning deposit may be required
Meeting Room	£11/hour	£16.50 / hour	
Bar Service	£15 fee plus £15/hour (min 3 hours)	£15 fee plus £15/hour (min 3 hours)	
Kitchen Equipment	£10	£10	Set price for full period
Use of electric equipment	£10	£10	e.g. if bouncy castle is hired for an event, to cover additional cost of electricity

Table 1: Table of Hire Charges

What's Included?

The charges include use of:

- Toilets and common areas
- Use of chairs and tables
- Car park
- Sound system (Main Hall Hire)
- Stage (Main Hall Hire)

Optional Extras

Setting out of chairs / seating arrangements. This must be pre-booked and will be set out by Village Hall volunteers in accordance with any government guidelines regarding social distancing. There is an additional charge of £15 / hour for this service and is subject to availability.

Use of the Main Hall for electrically powered play equipment (e.g., bouncy castles), to be set up by the Hirer, will incur an additional charge of £10 to cover utilities costs.

The Main Hall and Meeting Room may be hired at the same time by two separate hirers. Use of shared facilities will be discussed as required.

Payment Schedules and Cancellation Charges

Regular Users are those who book on regular basis, such as weekly or for an agreed permanent basis. Regular users are invoiced monthly in arrears. Cancellation more than 48 hours prior to an agreed booking will not normally incur a charge. Cancellation within 48 hours will be reviewed and may incur a charge.

Occasional Users and One-Off bookings will be asked to pay 50% deposit at the time of booking and the balance to be paid 28 days prior to the event. Cancellations more than 14 days prior to a booking will result in loss of the 50% deposit. Cancellation within 14 days or a no-show may incur the full hire charge.

Cleaning Up and Damage & Cleaning Deposits

Hirers must leave the Village Hall as they found it, in a clean and tidy manner. Any rubbish must be disposed of in external waste bins, including separating out recycling (glass, plastics/tins & cardboard). Excess rubbish will need to be removed from the area by the Hirer.

A **Damage & Cleaning Deposit** may be requested depending on the nature of the booking. For example, parties will normally require payment of a Damage & Cleaning Deposit paid with the 50% balance. This will be refunded after the event following inspection of the Village Hall, which must be left clean and tidy. All crockery, cutlery and glasses must be washed, dried and put away. Tables and chairs must be put away as per the information displayed with chairs stacked 6 high. The kitchen and toilets must be left in respectable condition. Failure to comply may result in loss of some of the Damage & Cleaning Deposit.

If additional cleaning is considered to be required by BVHMC the cost of this will be deducted from the Damage & Cleaning Deposit at a rate of £20/hour.

FLOOR: The Main Hall floor is a high-quality floor suitable for sports and dance use. Damage which results in indentations or warping (e.g. if the floor is subject to standing water) may therefore have to be remedied by having the floor sanded (and eventually replaced) in order to preserve its suitability as a sports and dance floor. If a Hirer feels

their use of the Main Hall may cause damage to the floor this needs to be discussed and how the floor can be protected agreed with BVHMC. If damage is caused to the floor Hirers will in any case be responsible for the cost of any remedial works which have to be carried out.

LARGE EVENT BOOKINGS

This Section applies to those hiring the hall for wedding receptions/ parties/ large events. The charges for such events are available on request.

Bookings are subject to the Village Hall's capacity limitations and government guidelines on limitations to manage social distancing.

What's Included

This package may include:

- Access to the Main Hall and kitchen prior to the event (for setting up, at an agreed time).
- Use of the Main Hall during the event period and on an agreed time the day after (for clearing up).
- Crockery and cutlery for up to 140 place settings.
- Up to 10 folding function tables.
- 18 further rectangular tables
- 140 chairs
- Kitchen equipment
- Stage
- Use of sound system - however, music must stop at 23:00 on the day of the event.

Payment Schedules and Cancellation Charges

Hirers will be asked to pay 50% deposit at the time of booking and the balance is to be paid 3 months prior to the event. Cancellation more than 1 month prior to a booking will result in loss of the 50% deposit. Cancellation within 1 month or a no-show may incur the full hire charge. Any cancellations driven by Government policy will incur a full refund.

Cleaning Up and Damage & Cleaning Deposits

Hirers must leave the Village Hall as they found it, in a clean and tidy manner. Any rubbish must be disposed of in external waste bins, including separating out recycling (glass, plastics/tins & cardboard). Excess rubbish will need to be removed from the area by the Hirer.

A Damage & Cleaning Deposit of £100 will be requested at the time of paying the balance. The Damage & Cleaning Deposit will be refunded after the event following inspection of the facility, which must be left clean and tidy. All crockery, cutlery and glasses must be washed, dried and put away. Tables and chairs must be put away as per the information displayed with chairs stacked 6 high. The kitchen and toilets must be left in respectable condition. Failure to comply may result in loss of some or all of the Damage & Cleaning Deposit.

If additional cleaning is considered to be required by BVHMC the cost of this will be deducted from the Damage & Cleaning Deposit at a rate of £20/hour. Any damage to the facility and contents will also be taken out of the Damage & Cleaning Deposit.

Contacts for the Village Hall are:

Booking Email: booking.blackfordbyvh@gmail.com

Booking Phone: **07761 213198**

Please report any faults or damages to the Booking Secretary as soon as possible.

We welcome your feedback on your experience of hiring and the facilities provided by Blackfordby Village Hall. Please do not hesitate to contact us.