

Bishops Frome Village Centre, Herefordshire, WR6 5AF

Hiring Agreement and Standard Conditions of Hire (Oct 2024)

Bishops Frome Village Centre, Charity Number 1200318, is a Charitable Incorporated Organisation run by a Management Committee of Trustees.

Our authorised representative is Wendy Roberts, c/o Bishops Frome Village Centre, The Green, Bishops Frome, WR6 5AR. Tel 01885 490327

email bishfromecentre@aol.com

Bookings must be completed via our online Hallmaster system, and we can assist you with this.

On accepting this agreement, you enter a contract that could be used in evidence should legal action become necessary.

See our website bishopsfromecentre.co.uk for policies and procedures

Throughout this Agreement the parties to any hiring of Bishops Frome Village Centre are

- Bishops Frome Village Centre (BFVC) acting by its management committee (“we/us/our”)
- the person applying to hire the premises, named on our booking system, or where the hirer is an organisation, the authorised representative (“you/your”)

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay. Where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Bookings Secretary (01885 490327) or, if the Bookings Secretary is not available, any of our charity trustees. If it is not urgent you can email us at bishfromecentre@aol.com.

The hire of the Village Centre is entirely at the discretion of the Management Committee, which reserves the right to refuse requests. The minimum age for hiring the Centre is 21.

In accepting these conditions you accept responsibility for being in charge of and on the premises at all times when the public are present and ensuring that all the Standard Conditions relating to management and supervision of the premises are met

For 18th birthday parties and all teenage parties: the Management Committee will need to be confident that there will be proper parental supervision. A suitable deposit will be required.

2. Conditions of hire

In consideration of the hire fees set out on our website and othe Hallmaster booking system, we agree to permit you to use the premises applied for, for the periods applied for on the Hallmaster booking system

This Agreement includes the annexed Standard Conditions of Hire, and the Special Conditions of Hire (if any) set out in the attached Schedule.

2.1 Hirer:

You must provide your name, organisation (if applicable), address, telephone number and email address when making your booking via our Hallmaster system.

2.2 Date(s), Time(s) and Premises required:

You must provide the day(s), month, arrival time (this must include any setting up time) and departure time (this must include any cleaning up time) and the details of the rooms/facilities (ie Main Hall, Conference Room, kitchen,) you require when you complete our Hallmaster booking form. Details of the rooms and facilities are given on our website bishopsfromecentre.co.uk and you are welcome to arrange a visit.

Please note that you may not be the only hirer on the premises during your hire. On occasion hirers using the two different rooms will need to cooperate with sharing the use of the kitchen.

This information will form part of the hiring agreement

2.3 Hire Fee and Deposits

Current hire fees are available on our website bishopsfromecentre.co.uk and will be advised to you when your booking is confirmed.

We may ask you (as below) to pay in advance, and may ask for a non-returnable deposit to secure the booking, or a security deposit against damage, noise, nuisance and extra cleaning, which will be returned wholly or in part after the event, depending on the condition in which the premises have been left.

Children's parties: Full payment 2 weeks in advance, plus a £50 security deposit

Adult and Family Parties: Full payment 2 weeks in advance, plus a £150 security deposit

Large events: Full payment in advance at the time of booking, plus, 2 weeks before the event. a £150 security deposit

Weddings – 25% non-refundable deposit to confirm the booking. This is because we may have turned down other bookings and may have cancelled other bookings to accommodate yours. Full payment a month before the event with a security deposit of £150

If this is a commercial hire (or if funds raised from this activity are not for a charity or club) hirers will be expected to provide their own insurance as our Public Liability cover is not extended to commercial hirers

We prefer that you pay by BACS, to reduce administration. Our bank account details will be specified on your invoice. If you are unable to pay by BACS, please email bishfromecentre@aol.com to make alternative arrangements and be aware that you will need to build in extra time.

2.4 Purpose of the hire.

You must also provide details of the purpose for which you wish to use the rooms and facilities on the Hallmaster system.

3. You agree not to exceed the maximum permitted number of people per room including the organisers/performers

- Main Hall: 120 seated at tables, 150 seated theatre style
- Conference Room: 30

4. The hall has a licence with the Performing Right Society (PRS) for the performance of copyright music from Phonographic Performance Licence (PPL).

4.1 We have a Premises Licence authorising entertainment and the sale of alcohol. You will also receive by email guidance about the conditions of the Licence and/or Operating Schedule

for the premises, in accordance with which the hiring must be undertaken, and agree to apply with all obligations therein. This guidance can also be seen on our website.

4.2 If we believe that a Temporary Event Notice (TEN) would be in our best interests for this hiring, we can require you to give notice of a TEN.

4.3 No alcohol (except bottled raffle prizes for fetes, bazaars etc) may be bought, sold or consumed on any part of the premises without the written permission of the Management Committee. No alcohol must be left unattended on site.

4.4 We do not have a TV licence.

5. We and you hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions imposed under the Premises Licence or that we deem necessary, form part of the terms of this Agreement unless we and you agree in writing.

6. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

We reserve the right not to accept your booking request if we believe that it would not be in the Village Centre's best interests. Circumstances may include an undesirable purpose of hire eg an extreme political group, or issues arising with previous bookings. If we decline your booking, there is no requirement on us to provide any reason.

When submitting your Hallmaster online reservation, you must tick the box to indicate that you agree to abide by this Hiring Agreement and associated Standard & Special Conditions and all ancillary and associated policies. Such agreement acts as your signature to this Agreement. Where appropriate, you must be duly authorised by your organisation to make this booking and accept these terms on their behalf

Standard Conditions of Hire

1. Age

You, not being a person under 21 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

2. Supervision

During the period of the hiring, you are responsible for supervision of the premises, the fabric and the contents, their care of the premises, 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 neighbours of the Village Centre particularly in Farm Court.

As directed by us, you must 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.

3. Use of premises

You must not use the premises for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

4. Insurance and indemnity

(i) You are liable for:

- a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents
- b) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WiFi or CCTV service
- c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service (if any), and
- d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service (if any), and subject to sub-clause 4(ii), you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to insure the liabilities described in sub-clauses 4(i)a) and 4(i)b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 4(i)c) and 4(i)d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

- a) any insurance excess incurred and
- b) the difference between the amount of the liability and the monies we receive under the insurance policy.

(iii) Where we do not insure the liabilities described in sub-clauses 4(i)c) and 4(i)d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

All constituted groups/clubs hiring our premises must possess suitable Public Liability Insurance, a copy of which must be provided to BFVC at our request.

5. Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

6. Music Copyright licensing

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

7. Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

8. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

9. Safeguarding children, young people and adults at risk

You 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 us with 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. Our Child and Vulnerable Adults Safeguarding Policy can be seen on the Hiring the Hall page of our website.

10. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. You must also comply with our health and safety policy.

11. Fire

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Secretary.

You, or your authorised representative must take responsibility for familiarising yourself with the layout of the hall, and the position of fire exits and fire extinguishers.

- (i) On arriving at the hall please consider the following
 - The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - The location and use of fire equipment.
 - Escape routes and the need to keep them clear.
 - Method of operation of escape door fastenings.
 - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
 - Location of the first aid box in the kitchen.
- (ii) In advance of any activity whether regulated entertainment or not you must check the following items:
 - That all fire exits are unlocked and panic bolts are in good working order.

- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no fire-hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device which ours are.)

12. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must comply with any other licensing condition for the premises. Everyone must be indoors and all the doors and windows closed by 11pm.

13. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way should be asked to leave the premises in accordance with the Licensing Act 2003 by the licensee responsible or the person holding the TEN. Similarly, as the hirer you will also be responsible for removing from the premises people who are drunk or under the influence of drugs.

14. Food, health and hygiene

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator.

BBQ's are not permitted in the garden.

15. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

16. Use of Tables and Chairs

You should ensure that the trolleys provided for moving chairs and tables to and from the furniture store are used in order to avoid injury. Chairs should be stacked in sixes, and no more than six at once should be placed on a trolley.

17. Stored equipment

We accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- (i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended
- (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

18. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

19. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book which is in the first aid box in the kitchen. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Hall Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

20. Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances are not brought into or used in any part of the premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent, and that decorations are not attached to the light fittings.
- (iii) Neither candles nor indoor fireworks or similar are permitted

21. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances. Make sure heating and lighting are turned off when you leave.

22. Animals

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises. Express permission is required to bring animals onto the premises.

23. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

24. Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

25. Internet Access and Wi-Fi

You may access the internet via the Village Centre's Wi-Fi network without charge. The Wi-Fi is available in the conference room, the main hall and the serving annexe (bar area).

The Village Centre will not attempt to restrict access to the internet or filter any internet content accessed by users. The Village Hall will not provide any technical support for this system nor guarantee availability, speed of service or a continuous connection. The provision of an operational wi-fi connection to the internet service cannot itself be a condition of hire and may not therefore be specified or requested in the Hiring Agreement.

1. Hirers must not use the internet facilities for:

- i. Unlawful or illegal activity
- ii. Commercial purposes, unless authorised by the Village Centre Committee in writing
- iii. Uploading computer viruses, carrying out hacking, uploading/downloading defamatory, offensive or illegal material
- iv. Breaching confidentiality or intellectual property rights
- v. Interrupting the provision of service to other hall internet users

2. The Village Centre is not responsible for the purpose to which hirers put their devices or the content of any websites visited.

3. The Village Centre does not take any responsibility for any malware, viruses, hacking or other unwanted effects on hirers' devices – hirers must protect themselves from such effects;

4. It is therefore the hirer's responsibility to set the security, privacy and content access levels on personal devices, and it is the hirer's responsibility to install internet security, antivirus and firewall software on all devices to prevent unauthorised access to personal data;

5. It is the hirer's responsibility to monitor children's access to the internet during their time of hire;

6. The Village Centre will not collect any personally identifiable information when providing these facilities. Our router may collect technical information from hirers' devices necessary to provide access to the internet, which may be logged to detect crime or where necessary to block access from a specific device. The Village Hall will allow access to such information to any relevant authority as required to check for infringements of the law;

7. In using the Village Hall's wi-fi access to the internet, users will agree to indemnify both the Village Hall and its Trustees against all liabilities, claims, losses or damages (including legal fees and other expenses) that may arise as a result of their connection to the village hall's wi-fi.

26. Privacy and Data Protection

See our policy on our website

27. Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, return the deposit or require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (iii) the premises becoming unfit for your intended use;
- (iv) 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 you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

28. End of hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge.

29. No alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. This includes taking down the curtains. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

30. No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.