



BEARE GREEN VILLAGE HALL

TERMS AND CONDITIONS OF LET

Beare Green Village Hall (herein after "the Hall") is operated and maintained by Beare Green Community Association CIO (herein after "BGCA"). The Hall is run by the BGCA trustees (herein after the "Hall Trustees") to the benefit of the local community. The person signing the Booking Form is "the Hirer". The Hall consists of those areas Let to the Hirer on the Booking Form. There is often multiple occupancy of the Hall and Hirers have their own specific responsibility and liability only to the area of Let indicated on the Booking Form

Bookings and Charges

1. All applications for the Hire of the Hall shall be made on the BGCA Booking Form. The Hirer shall be aged over 18 years and must sign the form acknowledging acceptance of these Terms and Conditions of Let. The facilities must not be used for purposes other than those stated on the form. Special arrangements regarding deposits and supervision may be made, especially for bookings by anyone under the age of 25 years.
2. Where an Organisation is named on the Booking Form, the Organisation will be jointly liable with the Hirer under these terms and conditions.
3. In the event of cancellation, by the Hirer, of a confirmed booking a cancellation charge may be made at the discretion of the Hall Trustees.
4. Hire charges will be in accordance with the pricing policy operating at the time of the Let – see right hand side of https://www.bgca.org.uk/Booking_the_Hall "hire charges". **You must hire for long enough to allow for setup and cleaning after.**
5. In the unlikely event of the Hall being rendered unfit for the use or become unavailable due to unforeseen circumstances, the Hall Trustees shall not be liable to the Hirer for any resulting loss or damage whatsoever other than the return of any deposit and hire charges paid for the cancelled hiring.

Care of Premises and Consideration for Others

6. Hirers are responsible for maintaining good order and behaviour when using the hall and may be required to provide stewards. Consideration must be shown to other hall users and local residents. Noise from both inside and outside the Hall must be kept to a minimum to avoid annoyance to neighbours.

7. The Hirer shall leave the Hall in a clean and tidy condition. This includes sweeping the floor wiping up spillages. The Hall should be left in the same condition as it is found. Any concerns should be raised with the Bookings Secretary by emailing bookings@bgca.org.uk. Any marks or damage should be reported. *Please note that bookings often follow on, one after the other and therefore you should allow time to set up and clean down within your booking period.* **Please note that Additional cleaning charges will be made when the Hirer has not cleaned up after their session.** Please be realistic – if you are unlikely to be able to clean up after a booking that ends in the evening, check if the hall is also bookable early the next morning, if there isn't a booking then, for you to hire another hour or two as cleaning time. Or, book a cleaner if you won't want to do that yourself after your event. _

8. Stiletto heels are not to be worn in the hall, to avoid floor damage.

9. The main hall kitchen stainless steel surfaces should never be cut directly onto. There are chopping boards on the base shelf of the central island – use those. Don't leave bleach on the main hall kitchen stainless steel surfaces – it causes them to rust.

9. It will be the Hirer's responsibility to ensure that all equipment or property brought into the premises is in safe and sound condition and complies with all relevant safety conditions. Portable electrical appliances must be annually tested. The Hall Trustees reserve the right to exclude any equipment or property deemed unsuitable. Under no circumstances are gas cylinders allowed to be stored or used within the building.

10. The Hirer shall be held responsible for all damage to the hall and adjacent grounds during the Let and will be liable for all costs incurred to repair such damage. This shall only apply to such damage caused by the Hirer or persons occupying, visiting or otherwise attending the event with the hirer's permission.

Insurance

11. a) The Hall is insured and its public liability cover extends to one-off and regular Lets by non-commercial Hirers under the same terms, conditions and exclusions, provided that their activities are not excluded under the standard terms of the policy and indemnity is not provided by another insurance policy. However, regular Lets must also be regarded as being for the benefit of the local community. Please check with the Bookings Secretary. Equipment brought to the Hall by third parties (e.g. bouncy castles, soft play, bucking bronco, etc) must have the relevant insurance in place by the installer. A copy of the BGCA insurance schedule is displayed in the Hall foyer and a copy of the policy is available to Hirers on request.

b) Hirers must report all accidents involving injury to the public to a member of the Hall Trustees as soon as possible and complete the relevant section in the Hall's accident book located with the First Aid kit in the main hall kitchen.

c) Hirers are strongly advised to ensure they take out suitable insurance to cover themselves for making good any damage or meeting a claim from an injured person at an event for which the organisers could be held responsible.

d) The Hirer is liable for all claims, losses, damages and costs made against or incurred by the Hall Trustees, our employees, volunteers, or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the Hall (including the storage of equipment) and your use of our Wi-Fi service.

Fire Regulations

12. It is the responsibility of the Hirer to familiarise themselves with the fire regulations, and read the signage displayed on the premises. All exit doors, corridors and entrances must be kept free of obstruction at all times. The hirer shall regulate admissions so that at no time the maximum capacity set by the Hall Trustees is exceeded (maximum capacity 250 people in the main hall, 30 in the front hall and 20 in the committee room. To comply with current regulations on fire and safety, each event staged within the Premises is required to be supervised by a designated person who will be responsible for the overall control of the function and in particular, for taking control in the event of an emergency. The individual must be present throughout the duration of the event. **N.B.** *The fire detection system is sensitive to "smoke machines" and therefore they must not be used.*

Telephone and Wi-Fi

13. There is no telephone at the Hall. We recommend the availability of a mobile phone for all functions. Wi-Fi is available (Password/key is displayed on the wall).

Music, Productions and Performances

14. The Hirer shall commit no infringement of Copyright law. The Hirer will relieve the Hall Trustees from all claims and actions. The Hirer must accept the sole responsibility for their productions and performances and the unauthorised use of copyright production is prohibited. Non-commercial use of the hall will be covered under the hall's Music Licences for the playing of recorded and live music; but

anybody earning a commercial income from the Let must have a licence in their own name and provide a copy before the hire commences.

Licensing

15. The Hirer shall ensure that they have obtained all necessary licences; this will include theatre, public entertainment, music, alcohol and trading licences, a copy of which shall be given to the Hall Trustees prior to the event. Failure to acquire the necessary licences will result in cancellation of the hire. The Hall has a Public Entertainment Licence which covers use by non-commercial Hirers only.

Consumption of Alcohol in the Hall

16. Events at which alcohol is sold (or included within a ticket price) must have a TEN (temporary event notice) licence, available from Mole Valley District Council for (as at 2020) c. £21 by application, we suggest 6 weeks before the event (or as far ahead as the applicant wishes). This is entirely between Mole Valley and the hirer. TENS licences are restricted in number to 5 on an annual basis under the premises licence, so no application shall be made without the prior permission of the Hall Trustees. Hirers may hold events with "Bring your own bottle" without a TEN licence, provided no charge is made for corkage. Alcohol must never be consumed in the Hall car park.

Smoking

17. Hirers must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and ensure that anyone wishing to smoke does so outside, and disposes of cigarette ends in a tidy and responsible manner. A purpose built receptacle is provided on the wall outside the main doors.

Food Safety

18. Hirers are required to comply with Food Safety & Hygiene Regulations and are expected to familiarise themselves with the facilities available to ensure they are adequate for the purpose intended.

Safeguarding children, young people and vulnerable

19. Hirers must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. (see; Working together to safeguard children 2019 -GOV.UK. When requested, Hirers must provide the Hall Trustees with a copy of their Safeguarding Policy and evidence that the relevant checks through the Disclosure and Barring Service (DBS) have been carried out.

Storage of Equipment

20. The Hall Trustees 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 fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed. The Trustees may, at their discretion in any of the following circumstances: (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended (b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

Car Park

21. Hall users, at the time of the Let, may use the Hall Car Park at their own risk. No absolute provision for parking is inferred and it is on a first come first served basis that it is offered. BGCA will accept no liability in respect of any loss, destruction, damage or theft from any vehicle and will accept no liability in respect of the death or personal injury sustained by users of the Car Park.

CCTV

22. CCTV is used for maintaining public safety, the security of property and premises and for preventing and investigating crime. Cameras monitor the hall in certain areas indicated by the signage. Images obtained from the system which include recognisable individuals constitute personal data and are covered by the Data Protection Act.

Data Protection

23. Both parties shall comply, and shall ensure that its employees, personnel, agents, subcontractors and/or third parties acting on its behalf comply, in all respects with the provisions of the UK General Data Protection Regulations (GDPR), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR) (as may be amended by the proposed Regulation on Privacy and Electronic Communications), the Data Protection Act 2018 (DPA) and any subsequent legislation or guidance regarding data privacy, security, processing and electronic communications, as enacted by the UK Government when processing personal data under this Agreement.

24. Neither party shall engage or use a third party for the processing, storage or collection of personal data under this Agreement without the prior written consent of the other party. Neither party shall make an international transfer of personal data (being a transfer of personal data outside the UK or European Economic Area (EEA)) without the prior written consent of the other party.

Liability

25 Liability

Neither party seeks to limit or exclude their liability for death or personal injury resulting from their negligence or that of their sub-contractors. Subject to this, the Hirer's total aggregate liability in respect of this Agreement shall be limited to the sum of £50,000 (fifty thousand pounds sterling GBP).

Overseeing the Let

26 The BGCA Trustees will ensure compliance of the conditions of Let and have the right to enter the premises and to terminate or refuse admission to the Hall at any time.

27 All disputes, which may arise, shall be settled by the Hall Trustees whose decision shall be final.

Addition in relation to Covid, whilst the crisis lasts

28. Any covid risk assessment is not the responsibility of trustees, but of the hirer.

There is a hand sanitiser in the entrance to the hall, just to the right of the entrance halls from vestibule to main hall entrance door, and another in the small hall.

The hall is not cleaned during the daytime between sessions, so the booker or lead user for each booking/session must allow time before and after each session to sanitise any surfaces that users are likely to touch.