

THE BRADLEY TRUST

When you book Bradley Village Hall, you acknowledge and accept the terms and conditions of hire.

You must read and familiarise yourself with ALL the terms and conditions and appendices on the pages listed here.

If any Hirer is in doubt as to the meaning of the terms and conditions you must seek clarification from us without delay. Please contact Mr Stuart Richards on 01785 780936 or thebradleytrust@gmail.com

Hiring Agreement for Bradley Village Hall

These regulations apply equally to all users. They have been prepared for the information of hirers and the safety of the public. Many of these conditions are required by law.

For the purpose of these conditions, the term HIRER shall mean an individual hirer or, in the case of an organisation, its authorised representative.

BRADLEY VILLAGE HALL IS A “**NO SMOKING or VAPING HALL**”

1. THE HIRER will, during the period of the hiring, be responsible for the supervision of the premises, the fabric and contents thereof, 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 the proper supervision of car parking arrangements so as to avoid obstruction of the highway or of the access to Church Farm and Old School House. Any damage or breakages must be reported as soon as practicable to the Trustees or their Lettings Organiser. A SECURITY DEPOSIT OF £100 WILL BE REQUIRED FROM Hirers (other than village organisations using the Hall regularly) ITS RETURN TO BE DEPENDENT ON THE HIRER MEETING THE TERMS OF THIS AGREEMENT.
2. THE HIRER - shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in an unlawful way nor do anything or bring on to the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
3. THE HIRER - shall if licences are required in respect of any activity in Bradley village hall ensure they hold the relevant licence. (e.g., alcohol or entertainment licence) It is the hirers responsibility that the correct licenses are in place.
4. 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.
5. THE HIRER - shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, courts or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays. In accordance with Fire Regulations, **no lighted candles may be used in the Hall.**
6. Food- You must, if preparing, serving or selling food observe all relevant/ current food, health and hygiene legislation and regulations. In particular, dairy products, meats on the premises must be refrigerated and stored in compliance with the food temperature regulations. The premises are provided with refrigerator and thermometer. Please also ensure that you use your own “tea towels”

7. Electrical items - You must ensure that any electrical appliances brought and used on the premises are safe, in good working order, and used in a safe manor in accordance with the electricity work regulations 1989 or any subsequent regulations. Where as a residual circuit breaker you must make use of it in the interests of public safety.

8. For the casual hirer - Bradley village hall insurance covers most eventualities, including 'Public Liability.' However as stated in point 1, the hirer shall be responsible for reimbursement of damage costs.

For organised groups or commercial hirers each hirer shall: -

(a) Indemnify, and keep indemnified, each member of Bradley village hall and the Bradley village hall employees, volunteers, agents and invitees against the cost of repair of any damage done to any part of the premises (including the curtilage thereof) or the contents of the premises and any 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.

(b) Take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the **Hirer's** liability and all claims arising as a result of the hire. On demand, the Hirer shall produce the policy and current receipt or other evidence of cover to the Bookings Secretary. Failure to produce such policy and evidence of cover will render the hiring void. Bradley village hall is insured against any claims arising out of its **own** negligence.

9. Noise and Behaviour - The Hirer must, to the best of their ability, maintain and keep good order and decent behaviour within the Hall and outside. Hirers must not permit any lewd, obscene, or indecent performance to take place in the Hall, or allow any indecent poster, advertisement file, photograph, or programme to be displayed or shown therein. Please Note: The Village Hall is in a residential area. The premises should be vacated by 11.45 pm and the car park by midnight. Hirers are responsible for the behaviour of their guests and steps must be taken to ensure that the level of noise emanating from the Hall, or cause when persons leave the Hall later at night, is such as not to disturbs the residents in the locality.

10. THE HIRER - shall ensure that no dogs except assistance dogs are brought into the Hall. No animals whatsoever allowed in the kitchen.

11. AT THE END of the hiring - The HIRER shall be responsible for leaving the premises and its car park in a clean and tidy condition **with furniture in the position in which it was found** (lists in each room), waste bins emptied into the dustbin, all taps turned off, all lights extinguished, and all doors and windows secured, unless directed otherwise. **KEYS are to be returned to the Booking Clerk as soon as practicable and within 24 hours of the hire ending.**

12. THE TRUSTEES reserve the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local government election, in which case the hirer shall be entitled to a refund of any moneys already paid.

13. IN THE EVENT of the hall or any part thereof being rendered unfit for the use for which it has been hired, the Trustees shall not be liable to the Hirer for any resulting loss or damage whatsoever.

14. THE HIRER IS RESPONSIBLE FOR COLLECTION OF KEYS AND THEIR RETURN.

15. Fireworks / Bouncy Castles - Hazardous activities such as firework displays/bonfires/bouncy castles or explosives substances of any kind (mechanical or otherwise) (inside or out) are not permitted as they are considered a high risk by our insurer.

16. Additional cleaning charge payable - If you do not leave the venue in a clean and tidy condition you may (at the sole discretion of the management committee), incur extra cleaning charges. Additional cleaning that is required will be charged at a rate of £15.00 per half hour (or part thereof). This charge may be taken from the security deposit before it is refunded to you.

17. Safeguarding children, young people and vulnerable adults - You 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. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have conducted relevant checks through the Disclosure and Barring Service (DBS).

18. 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. 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).

19. 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.

20. Wi-Fi Services - When using the Wi-Fi service you agree at all times to be bound by the following provisions: (i) not to use the Wi-Fi service for any of the following purposes: (a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws; (b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice; (c) interfering with any other persons use or enjoyment of the Wi-Fi service; or (d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner; (ii) to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

21. Termination of the Wi-Fi service - We have the right to suspend or terminate our Wi-Fi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation: (i) if you use any equipment which is defective or illegal; (ii) if you cause any technical or other problems to our Wi-Fi service; (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service; (iv) if you resell access to our Wi-Fi service; or (v) if you use our Wi-Fi service in contravention of the terms of these Standard Conditions.

22. Availability of Wi-Fi Services - (i) Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times. (ii) It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory, storage and any other limitations in your device. Our Wi-Fi service is only available to your device when it is within the operating range of the main hall. (iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our Wi-Fi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device, or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

23. Privacy and Data Protection - (i) We may collect and store personal data through your use of our Wi-Fi service. (ii) We may process all information about you which is provided in relation to our Wi-Fi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the Wi-Fi service. (iii) By using our Wi-Fi service, you agree to the terms of this clause 24. If you would like more information or object to anything in these conditions, you should speak to: When using the Wi-Fi service the Hirer agrees at all times to be bound by the following provisions: (a) not to use the Wi-Fi service for any for the following purposes: (i) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws; (ii) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice; (iii) interfering with any other persons use or enjoyment of the Wi-Fi service; and (iv) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner (b) to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

24. Decorations - The surfaces of the hall and fitments, except notice boards must not be pierced or blemished. Curtains must not have anything pinned to them.

25. Damage to Polished Floor - If the polished floor is spoilt or damaged by unnecessary wetting, then the cost of reinstatement will be charged to the Hirer. Spilt drinks must be carefully mopped using a damp mop.

26. The Maximum permitted number of people in the hall is 100.

27. The playing field adjacent to the hall is not part of the hire.

Signed on behalf of the hirer as acceptance to the above terms and conditions-

Signature-.....

Name-.....Date-.....

Signed on behalf of The Bradley Trust-

Signature-.....

Name-.....Date-.....