



# Brookvale

## Community Association

### A - Regular Hire Conditions

- 1 This agreement may be reissued annually from 1<sup>st</sup> September subject to the agreement of both parties.
- 2 In consideration of the hire fees, the BCA agrees to permit the Hirer use of the premises Brookvale Village Hall, Lower Brook Street, Basingstoke, RG21 7RP for the purpose described in the application. This Hiring Agreement includes the annexed section **C- Standard Conditions of Hire**.
- 3.1 Hire rates are reviewed annually in August
- 3.2 The first payment is the Security Deposit. Hire will be invoiced monthly normally in the last week of the previous month and is payable in advance. On failure to pay on the agreed specified date, the BCA reserves the right to charge **a daily £5 penalty fee** until the payment is made, including any additional penalty fees. Failure to settle the monthly fee and any additional penalties incurred within 14 days of the monthly invoice date will result in 28 days' notice being issued by the BCA to terminate the contract of hire. Please discuss any issues around difficulties of payment with the BCA at the earliest opportunity.
- 3.3 Any Hirer paying by cheque which is subsequently dishonoured is liable for the additional charges incurred by the BCA.
- 4 In the event of bad weather, the BCA will make every attempt to keep facilities open for hire. Where the Hirer cancels in such conditions, the BCA will consider a reduced payment for the hire.
- 5 The BCA will return the Security Deposit in full to the Hirer within 28 days of the end of hire if there has been no damage to the facilities (the halls, toilets and immediate surroundings) or additional cleaning costs incurred. And the premises keys are returned. The BCA will immediately notify the Hirer when any such costs are incurred, and deduct them from the Security Deposit. If the amount is in excess of the Deposit, the BCA will issue a separate invoice for the outstanding balance.

#### 1 HIRER OBLIGATIONS

- 1.1 Payment of the Security Deposit constitutes acceptance of the Conditions of Hire.
- 1.2 Failure to comply with these obligations, including the payment terms, will result in the termination of this agreement.

#### HIRER DOCUMENTS MAY BE REQUIRED

- Certificate of Public Liability Insurance
- Risk Assessment
- Level 2 Award in Food Safety in Catering
- DBS Certification
- First Aid certificate
- Child Protection Policy

## B- Single event conditions

This agreement is made between the Brookvale Community Association (BCA) and the Hirer. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

### PAYMENTS

1. From the acceptance of booking, the Community Association will reserve the facilities normally for a period of 14 days
2. The Security Deposit (damage/cleaning /over-run deposit) is due when the reservation is confirmed
3. The balance of the hire fee is to be paid at least two weeks before the commencement of the hire. Payments may be by cash or cheque or bank transfer.
4. Any Hirer paying by cheque which is subsequently dishonoured is liable for the additional charges incurred by the Association.
5. The damage/cleaning /over-run deposit will be refunded within 28 days of the end of the period of hire provided that no damage or loss has been caused to the Premises and/or contents during the period of the hire as a result of the hiring or over-run of time
6. Any event that continues beyond its allotted time may be liable to excess charges at least equivalent to the normal booking rate. Hirers must allow for their set up (preparation) and clearing up within the period of hire

### CANCELLATION

7. If the Hirer wishes to cancel the booking before the date of the event and the Committee is unable to obtain a replacement booking, the question of the payment or the repayment of the fee must be at the discretion of the BCA.
  - a. For all casual hirers the **booking fee** is payable (item 3 above). In any event of cancellation this may not be refunded
  - b. If the cancellation is not more than 14 days before the commencement of the hire 50% of the full hire charge may be applied.
  - c. The full hire charge may be applied if the cancellation is not more than 7 days before the commencement of the hire.
8. The balance of the hire fee and damage / cleaning deposit is to be paid two weeks before the commencement of the hire. If the balance of the hire fee and damage / cleaning deposit is not paid by this time the Management Committee reserves the right to cancel the hire.
9. The hirer is free to write to the Management Committee if they feel there are extenuating circumstances regarding the payment, the repayment of the fee or cancellation. This will be discussed at the next Committee meeting and the Management Committee will make a final decision.

### Disclaimer

**Brookvale Community Association accepts no responsibility and expressly disclaims all liabilities (excluding death or personal injury caused by the BCA's negligence) which may arise from or is in connection with this event. Personal or Business Public Liability insurance will protect your interests.**

## **C- Standard Conditions of Hire, applicable to all hires**

These standard conditions apply to all hire of the Association's premises. If the Hirer is unclear about their meaning in any area, they should consult the Booking Agent before signing the Hiring Agreement.

Booking Agent:

Telephone: 07393 313371

E-mail: Booking@Brookvale.org.uk

By confirming this agreement, the Hirer not being a person under 18 years of age, acknowledges that they fully understand all of the conditions laid out in this agreement. The Hirer hereby accepts responsibility for being in charge of and on the premises at all times when the public are present, and for ensuring that all conditions relating to the management and supervision of the premises under this Agreement are met.

### **SUPERVISION**

The Hirer shall, during the period of the hiring, be responsible for:

1. Supervision of the premises, the fabric and the contents;
2. Their care, safety from damage however slight, or change of any sort; and
3. The behaviour of all persons using the premises whatever their capacity, including
4. proper supervision of car parking arrangements;
5. Checking that the toilets are left in a clean state and that, in the event that they are not satisfactorily clean, report this to the Association .
6. As directed by the Association, the Hirer shall make good or pay for all damage to the premises (including accidental damage) or to the fixtures, fittings or contents, and for loss of contents.

### **USE OF PREMISES**

7. The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way.
8. The Hirer shall not do, or bring onto the premises, anything which may endanger them, or render invalid any insurance policies in respect thereof.
9. The Hirer shall not allow the consumption of alcohol on the premises without written permission.
10. Smoking on the Associations premises is not permitted.
11. The hirer will ensure that all rubbish resulting from the hire must be taken away from the Village Hall and disposed of properly.
12. Hirers must allow for their set up (preparation) and clearing up within the period of hire.

### **LICENSABLE ACTIVITIES**

The Hall is covered by a Premises Licence between 09:00am and 11:00pm.

13. The Association also holds a PRS for Music Licence (Performing Rights Society) and PPL Licence (Phonographic Performance Limited), which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person.

14. If other licences are required in respect of any activity in the premises, the Hirer should ensure that they hold the relevant licence or the Association holds it.

## **FILM SHOWS**

15. Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.
16. Hirers should ensure that they have the appropriate copyright licences for film.

## **THE SELLING OF ALCOHOL**

17. Alcohol is not permitted on the premises without prior permission / authorization being given by the Management Committee.
18. The 2003 Licensing Act requires that all temporary events wanting to sell alcohol must be sanctioned by the Police and Local Authority Licensing Unit.
19. A Temporary Events Notice must be submitted to them and agreed, allowing 10 working days' notice before the event.

## **DRUNK & DISORDERLY BEHAVIOUR AND SUPPLY OF ILLEGAL DRUGS**

20. The Hirer shall ensure that in order to avoid disturbing neighbours and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol.
21. 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.
22. 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.
23. No illegal drugs may be brought onto the premises.

## **GAMING, BETTING AND LOTTERIES**

24. 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.

## **SALE OF GOODS**

25. 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.
26. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed; as shall be the organiser's name and address, and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

## **PUBLIC SAFETY COMPLIANCE**

27. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Association's Risk Assessments 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.
28. The Hirer shall also comply with the Association's Health and Safety Policy.
29. If the booking is for First Floor rooms a full Risk Assessment is required unless all attendees are able-bodied
30. The Hirer acknowledges that they have received instruction in the following:
  - a) The action to be taken in event of fire. This includes calling the Fire Service and evacuating the hall;
  - b) The location and use of fire equipment (including diagram of location of equipment);

- c) Escape routes and the need to keep them clear;
- d) Method of operation of escape door fastenings.
- e) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

31. In advance of an entertainment or play the Hirer shall check that:

- f) All fire exits are unlocked;
- g) All escape routes are free of obstruction and can be safely used;
- h) Exit signs are illuminated;
- i) There is no obvious fire hazard on the premises.
- j) That there are no obvious Health and safety Risks

## **MEANS OF ESCAPE**

32. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

## **OUTBREAKS OF FIRE**

33. The Fire Service shall be called to any outbreak of fire, however slight. In the event of a fire or emergency please call 07393 313371 and give details

## **PREPARING, SERVING OR SELLING OF FOOD**

- 34. The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
- 35. The Hirer shall provide the Association with a copy of their Level 2 Award in Food Safety in Catering on request.

## **ELECTRICAL APPLIANCE SAFETY**

36. 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 and any subsequent legislation.

## **INSURANCE AND IDEMNITY**

37. The Hirer is responsible for conducting a risk assessment when using the Association's premises, including the safe use of any stepladders.

38. The Hirer shall be liable for:

- i. The cost of repair of any damage (including accidental and malicious 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 made against or incurred by the Association, its employees, volunteers, agents or invitees 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 made against or incurred by the Association, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and the Hirer shall indemnify and keep indemnified accordingly each member of the Association's Management Committee and the Association's employees, volunteers, agents and invitees against such liabilities.

- iv. The Hirer shall take out adequate insurance to insure such liability, and on demand shall produce the policy and current receipt or other evidence of cover to the Association's authorised representative. Failure to produce such policy and evidence of cover will render the hiring void and enable the Association to rehire the premises to another hirer.

39. The Association is insured against any claims arising out of its own negligence.

## **ACCIDENTS AND DANGEROUS OCCURRENCES**

- 40. The Hirer must report all accidents involving injury to the public as soon as possible to the Association and complete the relevant section in the Association's Accident Book.
- 41. All accidents and incidents must be recorded. The Accident Book is located in the kitchen area.
- 42. Any failure of equipment belonging to the Association or brought in by the Hirer must also be reported as soon as possible.
- 43. Certain types of accident or injury must be reported to the authorities. The Association will give assistance in making this report. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

## **EXPLOSIVES AND FLAMMABLE SUBSTANCES**

- 44. The Hirer shall ensure that:
  - i. Highly flammable substances are not brought into, or used in any part of the premises and that;
  - ii. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Association.
  - iii. No decorations are to be put up near light fittings or heaters.
  - iv. No special effects may be used on the premises i.e.: pyrotechnics, smoke machines, real flame, candles or firearms.
  - v. Portable Liquefied Propane Gas (LPG) or Butane heating appliances shall not be used.

## **NO ALTERATIONS**

- 45. 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 Association.
- 46. Drawing Pins, Sellotape, Blu-tac etc. must not be used to fix items to walls.
- 47. The Hirer must remove all such articles at the end of the hiring unless otherwise agreed with the Association.
- 48. Any unauthorised articles left on the premises will be disposed of by the Association as it thinks fit.
- 49. The Hirer will make good to the satisfaction of the Association any damage caused by such installation and removal.

## **ANIMALS**

- 50. The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event or group agreed to by the Association.
- 51. No animals are to enter the kitchen at any time.
- 52. Any mess created must be cleaned thoroughly before leaving the premises to ensure the building is left in a hygienic state for other users.

## **COMPLIANCE WITH THE CHILDREN ACT 1989 AND SUBSEQUENT LEGISLATION, INCLUDING WORK WITH VULNERABLE ADULTS**

53. 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 subsequent legislation, and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks have access to the children.
54. Checks may also apply where children over eight and vulnerable adults are taking part in activities.
55. If relevant, the Hirer shall provide the Association with a copy of their DBS Check and Child Protection Policy on request.

## **STORED EQUIPMENT**

56. As storage on the premises is limited, the permission of the Management Committee must be obtained before goods or equipment are left or stored at the Community Hall.
57. The Association may grant permission such as the overnight storage of goods or equipment brought to the Hall for a particular function or event.
58. The Association 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.
59. 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 removed.
60. Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring may result in the Association disposing 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.

## **CANCELLATION**

61. With as much notice as practically possible, the Association reserves the right to move or cancel a hire to meet the needs of its community, particularly 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 Association reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements; or
  - c. unlawful or unsuitable activities will take place at the premises as a result of this hiring; or
  - d. The priorities of its community have changed and the activity no longer meets current needs.
  - e. The premises becoming unfit for the use intended by the Hirer;
  - f. 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.
  - g. Essential unexpected maintenance to the Village Hall must be undertaken. The Committee will make every effort to give as much advance warning of any cancellations as possible and will also endeavour to schedule maintenance works outside of already booked hours.
62. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Association shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **END OF HIRE**

63. i) 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, and any contents temporarily removed from their usual positions properly replaced; otherwise the Association shall be at liberty to make an additional charge.

- ii) Fire doors and windows must be closed and external doors locked
- iii) Heating levels left at 2

## **NOISE**

- 64. The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.
- 65. The Hirer shall, if using sound amplification equipment, comply with any other licensing condition for the premises.

## **CAR PARKING**

- 66. Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the Hall.
- 67. Where parking accommodation is provided and available, this must be used. In any case, users of the Hall should avoid undue noise on arrival and departure.

## **NO RIGHTS**

- 68. 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.

## **DISCLAIMER**

- 69. **Brookvale Community Association accepts no responsibility and expressly disclaims all liabilities (excluding death or personal injury caused by the BCA's negligence) which may arise from or is in connection with this event. Personal or Business Public Liability insurance will protect your interests.**

## **BROOKVALE VILLAGE HALL – FIRE INSTRUCTIONS**

### **Emergency Procedures**

The Hirer acknowledges that he/she has received instruction in the following matters:

- 1. The action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the Hall.
- 2. The location and use of firefighting equipment (including diagram of location of equipment).
- 3. Escape routes and the need to keep them clear.
- 4. Method of operation of escape door fastenings.
- 5. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

On arrival of the event the Hirer must check the following items:

- 6. That all fire exits are unlocked and panic bolts are in good working order.
- 7. That all escape routes are free of obstruction and can be safely used.
- 8. That any fire doors are not wedged open.
- 9. That there is no obvious fire hazards on the Premises.
- 10. That there are no obvious Health and safety Risks
- 11. Note that the Committee is not responsible for a Hirer's First Aid, so all Hirers must provide their own First Aiders, and either associated equipment or ensure they know where the Hall's First Aid box is located.



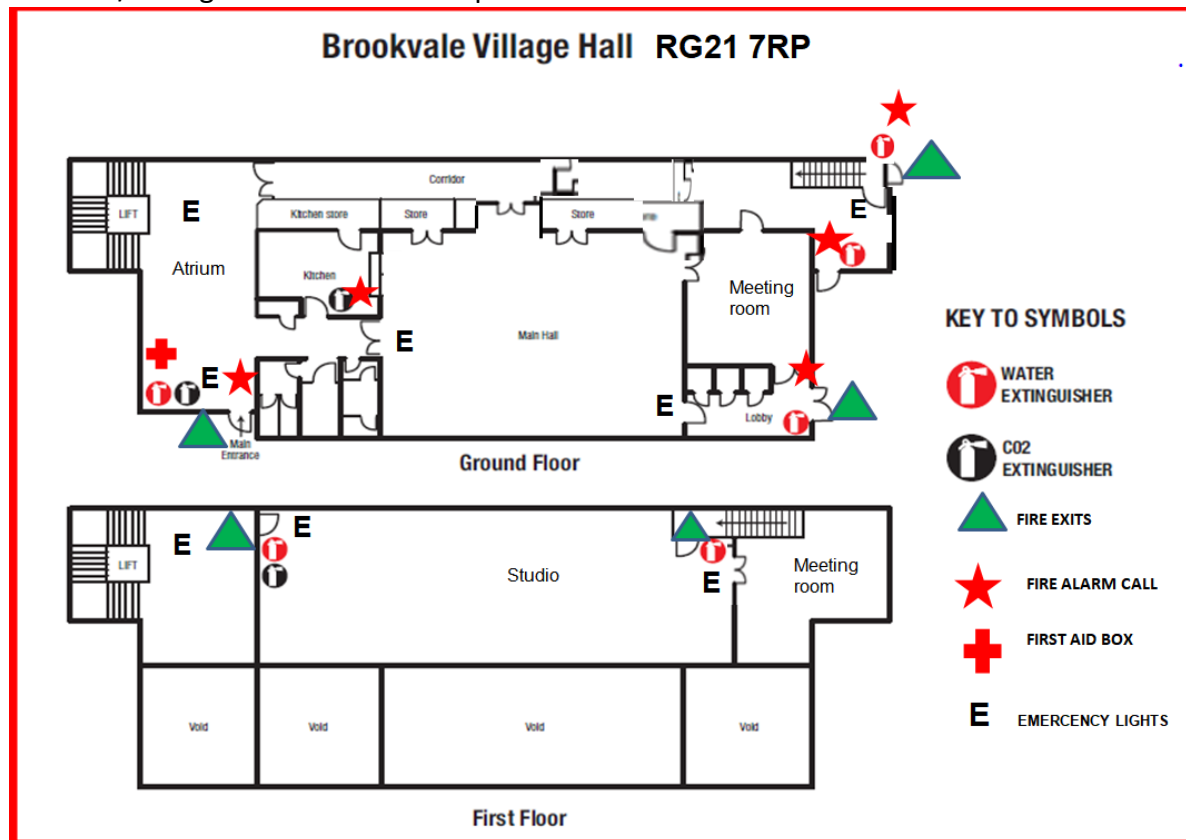
## Other Emergency Related Conditions

12. The Fire Brigade must be called to any outbreak of fire, however slight, and the details must be submitted to the Committee.
13. All means of exit from the Premises must be kept free from obstruction and immediately available for public exit.
14. Please log all accidents and use of First Aid items in the Accident Book.
15. Any Health and Safety related risks identified while hiring must be reported in the day book.
16. If the booking is for First Floor rooms a full Risk Assessment is required unless all attendees are able-bodied

In the event of an Emergency please call: 07393 313371

## Fire Safety

Location of Fire Exits and Fire Equipment must be noted by the user before the Hall is occupied. You should demonstrate the operation and locations of all fire exits to your guests at the beginning of your function/letting. Please see the fire plan of the Hall below.



In the event of a fire, the Hall must be evacuated in an orderly manner using the appropriate exits and the Fire Brigade must be called by dialling 999. The Fire assembly point is located at the west end of the car park.

