



TERMS AND CONDITIONS OF HIRE (SUMMARY)

Welcome to Burley Gate Village Hall. Please read through these guidelines to ensure a safe, smooth, and enjoyable hire.

Supervision and Responsibility

Premises Oversight: The hirer is responsible for the safety, care, and supervision of the building, its contents, and the behaviour of all attendees.

Parking Management: The hirer must supervise vehicle parking to ensure guests do not obstruct the main highway.

Permitted Use of the Hall

Approved Activities Only: The premises must only be used for the purpose stated in the hiring agreement.

Legal Compliance: The hirer must not use the hall for any unlawful purpose or allow any activity that could invalidate the venue's insurance.

Alcohol Consumption: Alcohol may only be consumed on the premises with prior written permission.

Licensing Requirements

Alcohol Sales: If alcohol is to be sold, the hirer must secure a Temporary Event Notice from Herefordshire Council prior to the event.

Entertainment Licenses: The hirer is responsible for obtaining any necessary performance licenses (such as PRS or PPL) and ensuring full compliance.

Gaming, Betting, and Lotteries

Statutory Compliance: Any gaming, betting, or lottery activities conducted during the hire period must strictly adhere to current legislation.

Public Safety and Fire Regulations

Official Compliance: The hirer must comply with all health and safety regulations issued by the Fire Authority, Local Authority, or local courts, particularly regarding public entertainment, music, or theatrical performances.



Health, Hygiene, and Smoking

Food Safety: Anyone preparing, serving, or selling food must comply with all relevant food health and hygiene regulations.

Smoking Ban: Smoking is strictly prohibited inside the building. The hirer must ensure all guests respect this rule.

Electrical Safety

Equipment Standards: Any electrical appliances brought into the venue by the hirer must be safe, in good working order, and operated securely.

Liability, Damage, and Insurance

Damage Costs: The hirer must indemnify the committee for the full cost of repairing any damage caused to the property or its contents during the hire period.

Third-Party Insurance: The hirer is responsible for arranging insurance to cover any personal or group liability claims. The venue's insurance only covers claims resulting from the Village Hall's own negligence.

Accident and Incident Reporting

Immediate Notification: The hirer must report any accidents involving public injury to a Trustee as soon as possible.

Equipment Failure: Any equipment malfunctions must be reported immediately.

Official Reporting: Serious incidents requiring statutory reporting (RIDDOR 1995) must be documented on the proper forms, with assistance from the hall Secretary.

Animal Restrictions

Pet Policy: No animals or birds are permitted inside the hall, with the exception of registered guide dogs.

Special Events: Other animals are only allowed for specific events if approved in advance by the Trustees.

Kitchen Exclusion: Animals are strictly prohibited from entering the kitchen at any time.



Child Protection

Statutory Compliance: All activities involving children under the age of eight must comply with the provisions of The Children Act (1989 and 2004).

Vetting: The hirer must ensure that only vetted and suitable individuals have access to the children.

Advertising and Fly Posting

Unauthorised Signage: The hirer must not display unauthorised posters or advertisements for the event on public property. The hirer is liable for any fines or legal actions resulting from unauthorised advertising.

Sale of Goods

Trading Regulations: Any commercial sales on the premises must comply with Fair Trading Laws. Prices, organiser contact details, and accurate discount markings must be clearly displayed.

Cancellation Policy

Cancellation by the Hirer: If the hirer cancels the booking, the return of the booking fee is at the sole discretion of the Trustees, depending on whether the dates can be rebooked.

Cancellation by the Trustees: The Trustees reserve the right to cancel a booking if the hall is required as a polling station for an election (in which case a full deposit refund is issued).

Unfitness for Use: If the hall becomes unusable due to unforeseen damage (e.g., fire or flood), the Trustees may cancel the hire and will not be liable for any consequential losses.

Refusal of Booking: The Trustees reserve the right to refuse or cancel an agreement at any time by giving 7 days' written notice. Paid fees will be refunded, but the Trustees bear no further liability.

Conclusion of Hire

Cleaning and Security: The hirer must leave the premises and surrounding areas clean, tidy, and securely locked.

Furniture Reset: All furniture and equipment must be returned to their original positions. Failure to do so may result in an additional charge.

Burley Gate Village Hall
Burley Gate,
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Noise Controls and Curfew

Neighbourhood Consideration: Noise must be kept to a minimum during arrival and departure to avoid disturbing local residents.

Midnight Curfew: The premises must be completely vacated by 12:00 AM (midnight) unless explicit extension permission has been granted.



CONDITIONS OF HIRE (LEGAL)

Supervision

The hirer will, during the period of hiring, be responsible for supervision of the premises, the fabric and the content, 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 proper supervision of car parking arrangements so as to avoid obstruction of the highway.

Use of Premises

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 to be used for any unlawful purpose or in any unlawful way nor to do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

Licences

If alcohol is to be sold on the premises, then the hirer must obtain a temporary event licence from the Licensing Department of Herefordshire Council before the event. The hirer is also responsible for obtaining any other such licences as may be required e.g. from the Performing Rights Society, Photographic Performance Ltd etc, and for observance of the same.

Gaming, Betting and Lotteries

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.

Public Safety Compliance

The hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music, or other similar public entertainment or stage plays.

Health and Hygiene

The hirer shall if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations. Smoking is not permitted inside the premises. The hirer is responsible for ensuring that this is complied with.



Electrical Appliance Safety

The hirer shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order and used in a safe manner.

Indemnity

The hirer shall indemnify the committee for the cost of repair of any damage done to any part of the property including the cartilage thereof or the contents of the building which may occur during the period of hiring. The hirer shall be responsible for making arrangements to insure against any third-party claims which may be against him or her (or the organisation if acting as a representative) whilst using the Village Hall. The Village Hall is insured against any claims arising out of its own negligence.

Accidents and Dangerous Occurrences

The hirer must report all accidents involving injuries to the public to a member of the Trustees as soon as possible. Any failure of equipment either that belonging the hall or brought in by the hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The hall Secretary will give assistance in completing the form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

Animals

The hirer shall ensure that no animals (including birds) except guide dogs are brought into the hall other than for a special event agreed to by the Trustees and no animals whatsoever are to enter the kitchen at any time.

Compliance with the Children Act

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 2004 and that only fit and proper persons have access to the children.

Fly Posting

The hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place in the Hall and shall indemnify the Trustees accordingly against all action, claims and proceedings arising from any break of this condition. Failure to observe this condition may lead to prosecution by the local authority.



Sale of Goods

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, 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.

Cancellation by the Hirer

If the hirer wishes to cancel the booking before the date of the event and the Trustees are unable to conclude a replacement booking the question of the payment or repayment of the booking fee shall be at the discretion of the Trustees.

Cancellation by the Trustees

The Trustees reserve the right to cancel a hiring in the event of the hall being required for use as a Polling Station for Parliamentary or Local Government election or bye-election in which case the hirer shall be entitled to a refund of any deposit already paid.

Unfit for use

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.

Refusal of Booking

The Trustees reserve the right to refuse a booking without notice or to cancel the hiring agreement at any time either before or during the term of the agreement upon giving 7 days' notice in writing to the hirer. The hirer shall be entitled upon such notice to reimbursement of such money including the deposit or a proportion of the same which has been paid by the hirer to the Trustees. The Trustees shall not be liable to make any further payment to the hirer.

End of hire

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 Trustees shall be at liberty to make an additional charge.

Noise

The hirer shall ensure that the minimum of noise is made on arrival and departure and that the premises will be vacated by twelve midnight unless permission has been granted otherwise.

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