

Bishop's Cleeve Village Hall (Tithe Barn)

Standard Conditions of Hire

General Conditions

1. The Hirer shall sign the agreement and agree to be bound by its conditions.
2. The Hirer shall not permit smoking anywhere inside the Tithe Barn.
3. The Management Committee reserves the right to refuse or cancel any booking should The Hirer in the opinion of The Management Committee fail to disclose the true purpose of the hiring or make any representation as to the hiring which is false or fail to disclose any fact which in the opinion of The Management Committee is material to this agreement.
4. The maximum capacity of the Tithe Barn is 150 people. This number is set for Health & Safety reasons and is calculated from the number of fire escapes from the building. If people are sat to table for such as a meal, the maximum capacity is 120. If for a wedding or other reception the tables are cleared away at the end a meal, the capacity can be increased to 150.

Fees

5. The Hirer shall pay a Booking Deposit, the size of which will depend on the booking. A small Deposit for small local bookings and a larger deposit for major weekend and whole Barn bookings. A booking is not considered to be confirmed until the Booking Deposit is received, with the exception of block hirers with whom alternative arrangements have been negotiated.
6. Deposits and hire fees can be paid by cheque or BACS. The larger deposit, if paid by cheque, will be banked on receipt and will be returned in full to The Hirer by the Treasurer subject to all hire conditions being complied with. The smaller Deposit, if paid by cheque, will be held until destroyed or returned to the hirer subject to all hire conditions being complied with; if paid by BACS the deposit will be held in our bank account until returned. If the conditions of this contract are

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not observed a portion of the deposit will be retained at the discretion of the Management Committee.

7. All hire fees are payable not less than six weeks in advance of the date of the hire, with the exception of block hirers with whom alternative arrangements have been negotiated. For bookings made for less than six weeks in advance all fees must be paid at the time of booking.
8. The Tithe Barn will not be opened for hire unless both the deposit and fee have been paid and any cheques cleared, except for block hirers with whom alternative arrangements have been negotiated.
9. If hiring the Main Hall and a downstairs room is required the whole Barn must be hired.
10. Hire fees will be set by the Management Committee and reviewed annually. A note of the revised fees will be filed with the minutes of the AGM and published on the website.
11. Hire for an event at any time in the future can be secured at the rate in force at the time of booking if the full fee is paid in the fee year, otherwise the hire will be charged at the rate in force at the time of the event.

Cancellation

12. If the Hirer wishes to cancel the booking within one month of making the booking any monies paid will be refunded. If cancellation is made less than one month before the event the deposit will be forfeit. If cancellation is less than seven days before the booking all fees paid will be forfeit, but the deposit will be returned.
13. The Management Committee reserves the right to cancel a 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 fee already paid.

Licenses

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14. The Hirer shall be solely responsible for obtaining from the appropriate authorities all necessary consents for the display of advertisements both at the Village Hall and elsewhere and will indemnify The Management Committee in respect of any claims, costs, fines and other liabilities arising from any breach of legal regulations.
15. The Hall is licensed for the consumption of alcohol and the Licensee, who is the Designated Premises Supervisor (DPS), has exclusive rights for the supply of alcohol and soft drinks or to charge corkage. A bar fee will be levied by the Management Committee, to be paid to the Booking Secretary with the deposit. Hirers are to agree their requirements for a bar with the licensees as early as possible.
16. No contract with respect to the sale of alcohol shall exist between The Hirer and The Management Committee the contract for a bar is between the Licensee and the Hirer. The Management Committee shall not be liable to The Hirer for any resulting loss or damage whatsoever in the event of the loss of the liquor license for whatever reason.
17. The sale of alcohol will cease at 11.30 p.m., and the premises must be vacated by Midnight. Extensions are not available.
18. The Hirer shall not bring any alcoholic liquor for consumption on the premises nor permit its consumption on the premises or surroundings except with the express agreement of the licensee.
19. The Hirer shall comply with the Public Entertainments License, as displayed in the premises.
20. The Hirer shall be responsible for the observance of all regulations appertaining to the premises stipulated by the Fire Authority, the Local Authority, and the Local Magistrates Court, or otherwise.
21. The Hirer shall be responsible for ensuring that the level of noise generated during the hire is at a level in accordance with the Noise Abatement Act so as not to cause any annoyance to the community or to give reason for complaints from local residents.

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Liabilities

22. Hirers who charge for entrance or for participation in their activities shall provide their own insurance cover for their public liabilities and shall indemnify the Management Committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the building during the period of the hiring as a result of an act or omission to act by the hirer.
23. No responsibility will be accepted by The Management Committee for any loss or damage to property belonging to any person attending any function organized by The Hirer howsoever such loss or damage occurs.
24. Hirers who use the Barn for private events to whom the public are not invited are covered by the Barn's insurance.
25. The Management Committee shall not be liable to The Hirer for any resulting loss or damage whatsoever in the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired by any cause.
26. The Hirer will, during the period of the hiring, be responsible for supervision and care of the premises, the fabric and the contents, making every attempt to prevent damage however slight or changes to the fabric of any sort.
27. The Hirer will be responsible for the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to prevent obstruction of the highway.
28. All hirers will comply with the Management Committee's child protection policy, equal opportunities policy, and health and safety policy, where appropriate and which are available for inspection on the website.
29. The Hirer shall not sublet the premises.
30. The Hirer shall not use the premises for any unlawful purpose.

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31. The Hirer shall ensure that all electrical equipment brought to the hall and used by them has been formally PAT Tested.
32. The Hirer shall not allow the Tithe Barn to be used for any lewd or salacious purpose which could, in the opinion of The Management Committee, bring the Village Hall into disrepute.
33. The Hirer shall not bring onto the premises anything which may endanger persons or the premises, or which would invalidate any insurance policies. This includes explosives and flammable substances. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool, straw, sacking, paper) may be brought on to the premises in large quantities.
34. The Hirer shall not give entry to persons, even in possession of a valid ticket, after 10.30 p.m.
35. Rooms are not available for parties for ages 13 through 20 (including 18th parties) except under more stringent conditions which include a deposit of £500, the provision of professional security staff, no public ticket sales, and no bar or alcohol is allowed.
36. Dangerous Performances: Performances involving danger to the public are not allowed under this agreement.
37. The Hirer shall at the end of their hire period leave the premises and surrounds in as clean and tidy a condition as they would wish to find it. If the Barn is left with the furniture out and the floor un-swept a charge will be levied from the deposit, at the discretion of the Management Committee, to cover any charges incurred.
38. If furniture is hired from outside the Barn it must be removed immediately at the end of the hire period. If it is not possible for suppliers to deliver or collect during the hire period, for the convenience of subsequent hirers, arrangements must be made for the furniture to be removed from the Main Hall and stored in the Long Room on the ground floor until it can be collected.

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39. The hirer should understand that hiring a ground floor room in the evening may be inconvenienced by noise from the Main Hall dance floor above the room hired.

Access to the Barn

40. A hirer is expected to hire the barn for at least 15 minutes before and 15 minutes after the intended time of use to allow for preparation and clearing up. This time will be charged at the rate applying at the time.
41. When time is required for preparation or clearing up either on the day previous or the following day a hire, the time is chargeable and the times are to be stated in the agreement.
42. Hirers must not inconvenience the next hirer when bookings are consecutive.
43. The person opening the Tithe Barn will be available at the time agreed +/- 5 minutes, unless an unavoidable late arrival is advised by mobile phone.
44. The Tithe Barn is not available after midnight either for any event or for clearing up, except and only over New Year.
45. Access to the Tithe Barn, after 6 p.m. in the evening prior to an event, for the purposes of decorating the Main Hall will be charged a fixed fee. Earlier access will be charged at the standard rate. If a request for access is made less than seven days before the event and the Main Hall is vacant, free access will be given.

Limitations to Hire

46. If hiring the Main Hall from 10 a.m. to midnight on a Friday or Saturday the whole Barn must be booked.
47. Rooms cannot be booked more than four weeks in advance for bookings of less than two hours from 5 p.m. Friday to 5 p.m. Sunday to ensure availability of the Barn for major events.

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48. The minimum booking for the Main Hall after 7 p.m. for Monday to Thursday and after 5 p.m. on Friday is two hours.
49. Ground floor rooms may be blocked booked on a Friday with the understanding that there may noise from the Main Hall above.

Banned Items

50. Gas cylinders containing any flammable gas including propane and butane; Deep fat fryers; Fireworks; Chinese Lanterns or Smoke Machines.

Hirer's Signature

Date_____

For the Trustees

Date_____