

BROCKENHURST VILLAGE TRUST

Registered Office:
Brockenhurst Village Hall
Highwood Road, Brockenhurst SO42 7RY
Tel. 01590 622580



TERMS & CONDITIONS OF HIRE - REGULAR USERS

Nothing to worry about, these are just our standard terms and conditions of hire. These conditions recognise that the facilities on Highwood Road are community maintained and managed to provide a comfortable venue for groups and individuals of the Parish of Brockenhurst to meet at modest cost. Most of our hirers take the same care as we do in ensuring the facilities continue to fulfil this role and in protecting them and its users against unfortunate incidents of damage or negligence on the part of hirers. Use of the facilities is often unsupervised, and as such there is a duty of care on each individual hirer to ensure the facilities are used responsibly and safely.

In these standard Conditions of Hire, we use “you” to describe the hirer and “us” to describe The Brockenhurst Village Trust who operate the community facilities on Highwood Road, Brockenhurst.

1. **General conditions:** You, the hirer, shall: -

- a. **You, the hirer, shall Directly Supervise** - be responsible for direct supervision of the premises, the fabric and content, their care, safety from damage or change of any sort and the behaviour of all persons using the premises, as a consequence of the letting. The Trust reserves the right to terminate any hire not being properly or responsibly conducted or being in breach of these conditions. All hirers must be over 21. The Hirer undertakes to be present throughout the hiring to ensure compliance with these provisions and stipulations contained or referred to in these Hire Conditions and any relevant licences. If you share this responsibility within your group, please let us know and we will add their details to the booking ensuring they receive copies of relevant documentation.
- b. **Multi Use Games Area (MUGA), Outside Space, Children’s Play area** - Whilst using the site all rules applicable to the external spaces must be adhered to. Codes of Conduct can be found on both the Children’s play area and the MUGA notice boards. If your hire includes a pre-booked session on the MUGA, you will receive a copy along with these T&Cs. Should you not have received this please refer to hard copy on the MUGA noticeboard and ensure all members of your party are also made aware of these.
- c. **You, the hirer, shall not sub-let** the premises for any purpose or assign the benefit of the agreement to any other party.
- d. **You, the hirer, shall indemnify** the Trust for the cost of repair of damage done to any part of the property including the grounds and contents of the building which may occur because of the hiring. All breakages are to be paid for. Damage deposits will be required for all casual hires.
- e. **You, the hirer, shall** have insurance sufficient to cover their needs. The Trust has insurance cover for statutory purposes only and can accept no responsibility for any injury, loss or damage arising from its use. Use of Bouncy Castles - The Hirer should ensure they have sufficient public liability cover (e.g. under their household insurance policy) in addition to the insurance policy of the Bouncy Castle provider to cover any claim that may arise. A copy of this must be sent to the office at least 28 days before the hire date.
- f. **You, the hirer, shall** - always take reasonable care, especially when people are arriving at or leaving the site, to ensure that the occupants of neighbouring properties are not inconvenienced by noise, obstruction by vehicles and the like. **ALL MUSIC MUST be at a reasonable volume. Live performances and DJs must CEASE BY 23:00 HRS AT THE LATEST.** Any complaints received by our neighbours requiring for a staff member to attend the site will be charged for.
- g. **Sale of Alcohol** - The Trust can grant permission to serve and sell alcohol. The permission to sell alcohol **MUST** be agreed with the Trusts representative no later than 28 days prior to the event. No retail sale of alcohol may be undertaken by the HIRER except with written permission. **The licence covers a period from noon to 23.00pm.** The charge for this licence is £15.00. This policy requires that the HIRER as the ‘responsible person’ must take certain measures as detailed in these Conditions to prevent the serving of alcohol to anyone under the age of eighteen. Guidance on the conditions concerning alcohol in the Hall, as required by the Licensing Act 2003 and amended by the Mandatory Licensing Conditions Order 2010, is available on request.
- h. **Signage** - The Hirer must have permission from BVH to display posters, banners and leaflets.
- i. **Drugs** - No non-prescription drugs/medications are allowed on the premises.
- j. **Smoking** (including electronic smoking devices) - ensure that no person’s smoke on the premises or in doorways. It is against the law to smoke in the facilities and could incur a fine of up to £200 to the hirer.
- k. **Gaming, Betting & Lotteries** - the Hirer is responsible for ensuring that UK laws are followed.
- l. **Wi-Fi** - when using the complimentary Wi-Fi, the Hirer must ensure that attendees do not use it for illegal activity and must seek prior permission to download files larger than 20 megabytes.
- m. **Licences & Copyright** - be responsible for the observance of the licence conditions laid down for the organisation of dances, musical events and theatrical performances. No copyright work shall be performed without a licence from the owner. The Hirer shall indemnify The Trust against any infringement.

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- n. **Vacating Premises** - leave the premises and surrounds in a clean and tidy condition and put back contents temporarily removed. All lights and appliances must be turned off. Windows opened should be closed and locked, as found. Furniture used is to be put back from where it was removed from and left in a clean and orderly state unless the Caretaker's services for this have been purchased (in advance).
- o. **Waste & Recycling** - The Hirer will need permission from BVH to use the external waste and recycling bins. All empty glass bottles to be taken away with you and not disposed of into the general waste. Other waste must be disposed of into the appropriate bins ensuring all recyclable items are segregated accordingly into the bins provided. If your event generates more waste than can be safely stored in the room waste bins provided, you should take this away with you at the end of your hire period. Items (included cardboard should not be left if it cannot be stored in the bins. The Trust reserve the right to make an additional charge of £25-30 an hour if further cleaning and disposal of waste is required.
- p. **Disposal of Items Left** - The Trust will remove any property left by the Hirer and dispose of such property thereafter. The Hirer shall pay the costs of any such removal and disposal.
- q. **Furnishings and Equipment** - No bolt, nail or other fastening, including adhesives and sticky tack, may be driven into or attached to the walls or woodwork of the facility, nor may any fittings or furnishings be altered.

2. SAFETY - The HIRER shall: -

- a) **Risk Assess** - familiarise themselves with the Trusts general facilities risk assessment (available on our website) and ensure they can comply with any risk control measures stated.
- b) **Fire Precautions** - see full instructions on separate attachment. Please read carefully and advise all members of your Group or Party of the content.
- c) **First Aid** - ensure any use of the first aid kits is reported. **All accidents/incidents are to be logged by means of an email reported to the Office Administrator: trust@brockenhurstvillage.org.uk within 24hrs of the hirer.**
- d) **Electrical** - ensure that any electrical equipment brought onto the premises by or on behalf of the Hirer **has a current Portable Appliance Test (PAT) certificate.**
- e) **Fireworks, including sparklers** - of any sort **are not permitted** in the building or on the outside areas.
- f) **Naked Flames and Candles** - permission should first be sought from the Hall office.
- g) **Safeguarding** - The Hirer must ensure that any activity must follow the Safeguarding Vulnerable Groups act 2006 and any other relevant legislation. They must provide a copy of relevant documentation if required, particularly if working with children or vulnerable adults.

3. BOOKINGS AND CHARGES

- a. **Charges** - a full schedule of charges is obtainable from the Office or on our website. Regular users are not asked for a deposit and receive preferential cancellation arrangements, as detailed below. Please beware these privileges can be removed without notice.
- b. **Invoices for regular bookings** will be sent from our booking system, within the third full working week of the month, for the following months bookings. Please ensure you check the invoiced dates and contact us as soon as possible if any cancellations or amendments are required. Payment will be due within two weeks following the invoice issue date.
- c. **Availability** - cannot be ensured unless a firm booking has been made and these conditions of hire agreed to.
- d. **Cancellations/Rearrangements by Regular Hirer**
 - Regular hirers may cancel, and the cancelled session hire charge will be applied to the following invoice, as a credit. This privilege is limited to once per calendar year. Please ensure cancellation is sent via email to trust@brockenhurstvillage.org.uk no later than 24hrs before start time.
 - Regular hirers can also cancel a second time within the same calendar year, without charge, if giving 8 days' notice. Please ensure cancellation is received via email to trust@brockenhurstvillage.org.uk Again the cancelled session hire charge will be applied to the following invoice as a credit.
 - All subsequent cancellations will require at least 28 days' notice to avoid cancellation charges as follows:
 - Less than 7 days prior to the booking taking place, a 50% cancellation charge, including no-shows.
 - Greater than 7 days but less than 28 days beforehand, 25% charge will be payable.

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- When cancellation charges apply, should the Trust manage to re-sell the space cancelled for an alternative booking no charge except an administration charge, no more than £40, will apply.
- d. **Cancellations/Rearrangements by the Trust** - in the event of the accommodation being required as a Polling Station, for a special event or other purposes or if the Hall is unavailable for reasons beyond the Trust's control, the Trust reserve the right to cancel or rearrange hirings. Hirers will be entitled only to a refund of any deposit or hire charge paid and the Trust shall have no liability to the Hirer for any indirect or consequential loss.
- e. **Booking Times** - must be strictly adhered to. The hire of BVT facilities does not entitle the Hirer to use or enter the premises, facilities, or car park at any time other than the specific hours for which the facility is hired. All time for preparation and clearing-up must be included in the time booked. The Trust reserves the right to charge at the appropriate rate should the booking overrun the agreed timings. If equipment/items are to be left in rooms between separate bookings, therefore deeming those rooms to be unbookable by another hirer, an additional charge will be made to compensate for the loss of income. Our standard hireable opening hours are deemed to be 0800 - 2200hrs inclusive.

4. GENERAL

- a. **Car Parking** - The Hirer is responsible for ensuring that there is no obstruction of the road and footpaths, and that economical use is made of the car park. Should parking be necessary in Highwood Road this must be in the allocated parking spaces. Access to Emergency Exits must be kept clear at all times.
- b. **Pre - Event Visits** - and deliveries must be arranged with the office in advance of a function. Deliveries made without warning may not be accepted.
- c. **Rights of Entry** - The Trust and all other persons authorised by them, always reserve the right to enter the premises, and the right to refuse admission or to remove any person without stating a reason. Any users wishing access to items stored on the premises should first arrange an appointment with the office if it is not possible for the access to occur during their normal hire period.

Use of Personal Information - Please see our [Privacy Policy](#) on our website.