

TERMS AND CONDITIONS OF HIRE

This Agreement constituting the Room Hire Booking Form and these Terms and Conditions between the Hirer and the Venue. The parties agree that the hiring will be carried out in accordance with this Agreement.

1. Definitions and Interpretation

- 1.1. The Venue – means the Bratton Jubilee Hall Management Committee (BJHMC) of Bratton Jubilee Hall, Melbourne Street, Bratton, Westbury, Wiltshire BA 13 4RW
- 1.2. The Hirer – means the person or organisation as set out on the Booking Form.
- 1.3. The Premises – means the Bratton Jubilee Hall, Melbourne Street, Bratton, Westbury, Wiltshire BA13 4RW or such part of it as set out in the Room Hire Booking Form.
- 1.4. The Building – means Bratton Jubilee Hall, Melbourne Street, Bratton, Westbury, Wiltshire BA13 4RW
- 1.5. The Amount Due – means the amount excluding VAT that the Hirer is required to pay to the Venue as set out on the Room Hire Booking Form.
- 1.6. The Period of Hire – means the period set out on the Room Hire Booking Form

2. Maximum capacity

- 2.1. The Hirer will not exceed the maximum capacities for the Building.
- 2.2. The maximum capacities are as follows:
 - Seated lecture style 110 people; and
 - Sit down meal – 80 people

3. Use of Premises

- 3.1 The Hirer shall not use the Premises for any purpose other than that described on the Room Hire Booking Form and shall not sub-hire or use or allow the Premises to be used for:
 - Any political rallies or demonstrations.
 - For purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules.
 - For functions attended by people whose presence may cause civil unrest or division within the community.
 - To an organisation or individual which has been banned by law.
 - Or to do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
- 3.2 The Venue reserves the right to exclude or eject from the Building any person, and to cancel any booking where it considers:
 - That such events may be contrary to the interest of the general public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.
 - The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Venue or harm the reputation of the Venue.
 - The Hirer shall ensure that no equipment, goods or other materials are left on the Premises overnight and any such equipment, goods or other materials that are left overnight at the Premises in breach of this condition are done so entirely at the Hirer's risk.

4. Licences

- 4.1. The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Venue against the consequences of the Hirer's failure to do so.
- 4.2. Where the use of the Venue Premises Licence is permitted by the Venue, the Hirer shall ensure compliance with the conditions of the Premises Licence.
- 4.3. The Hirer shall not apply for a Temporary Event Notice without the prior written permission of the Venue.
- 4.4. The Hirer shall ensure that they have all permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any authority or person in respect of the event. This includes where required a licence issued by the Performing Rights Society and any copyright permission.

5. Health and Safety Compliance

- 5.1. The Hirer shall comply with all requests of the Venue or its Safety Adviser and must supply any documents requested promptly.
- 5.2. The Hirer shall be responsible for the health and safety aspects of the use of the Premises during the Period of Hire. The Hirer must where appropriate carry out a risk assessment for each event. A copy of any risk assessment carried must be supplied to the Venue upon its request.
- 5.3. The Hirer shall ensure they are familiar with the:
 - a. fire alarm points
 - b. fire evacuation procedures, routes, refuge point and assembly point
 - c. location of first aid kit
 - d. location of the accident reporting book
- 5.4. Throughout the period of Hire the Hirer shall: -
 - a. ensure clear and unobstructed access and egress is maintained to all emergency exits in the Building;
 - b. ensure fire doors in the Building are not to be propped or left open at any time;
 - c. familiarise visitors with the position of fire alarm points, fire evacuation routes, fire refuge points and the fire assembly point;
 - d. where appropriate appoint fire wardens who are trained in emergency procedures; and
 - e. where appropriate ensure sufficient qualified first aiders are available on site.
- 5.5. The Hirer is advised to carry out a practice evacuation of the Premises.
- 5.6. The Hirer shall ensure that no person under 16 years of age is permitted to enter the kitchen.
- 5.7. The Hirer shall inform the Venue of any accidents that have been recorded in the Accident book or that have resulted in injury to any person using the Premises as soon as reasonably practicable.
- 5.8. The Hirer shall not, without the prior approval of the Venue, bring onto the Premises or use any bouncy castle or similar inflatable device. The installation, inflation, setup and removal of any bouncy castle or similar inflatable device must be undertaken by a suitably qualified person. The Hirer must ensure that the insurance requirements under clause 15 below are complied with and that any Public Liability Cover in place covers the use of any bouncy castle or similar inflatable. The Hirer is wholly responsible for adequately supervising the use of any bouncy castle or similar inflatable.

6. Electrical Appliance Safety

6.1. The Hirer shall ensure that any electrical appliances intended to be provided for use by the Hirer at the Premises shall be PAT tested.

7. Alterations

7.1. The Hirer must not make any alterations of whatever nature to the Building or any part of the Building without the Venue's prior written consent.

8. Food and Drink

8.1. Where food or drink is to be supplied to the public the Hirer or caterer must hold a Basic Food Hygiene Certificate. A copy of the certificate must be supplied to the Venue upon request.

8.2. The Hirer shall if preparing, serving or selling food observe all relevant food and hygiene legislation and regulations.

8.3. If the Hirer wishes to use caterers in the Building during the Period of Hire, the Hirer must ensure that the caterers comply with all health and hygiene legislations and regulations.

9. General regulations

9.1. The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of the Venue) are displayed or offered for sale in the Building.

9.2. Any items deemed to be of an offensive or inappropriate nature by the Venue shall be removed from display or sale immediately on the request of the Venue.

9.3. Smoking and/or vaping is not permitted in the Building. The Hirer shall ensure there is no smoking and/or vaping in the Building.

10. Nuisance

10.1. The Hirer must not do or allow anyone attending their hiring to do anything in or within the immediate vicinity of the Building which is or may become a nuisance to the Venue or other hirers or to the occupiers of adjoining or neighbouring premises.

10.2. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Building and its immediate vicinity.

11. Children

11.1. The Hirer shall ensure that where an event involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate child protection policies and procedures in place.

12. Charges, Confirmation and Cancellation

12.1. The booking will be confirmed on acceptance of the booking by the Venue

12.2. The Venue reserves the right to cancel any booking for any reason. Where a booking is cancelled by the Venue reasonable notice of the cancellation shall be given to the Hirer where possible. A refund shall be provided to the Hirer unless the cancellation is due to a breach, by the Hirer, of the terms of this Agreement in which case all sums paid by the Hirer will not be refunded.

12.3. Subject to any contrary agreement reached with the Venue, where the booking is cancelled by the Hirer less than 14 calendar days prior to the first day of the event (to include the first day of the event) the Amount Due must be paid in full.

13. End of Hire and Care of the Premises and Equipment

- 13.1. The Hirer shall ensure that the Premises are vacated at the end of the Period of Hire.
- 13.2. The Hirer shall ensure the Premises and surrounding area are left in a clean and tidy condition and that all equipment, goods and other materials including food, drink, packaging and rubbish are removed from the Premises and surrounding area at the end of the Period of Hire.
- 13.3. Where the hire includes the use of the kitchen and/or the bar the Hirer shall ensure all crockery, glassware, cutlery and utensils along with the cooker, microwave, fryers, fridge and other kitchen equipment are left in a clean condition.
- 13.4. A charge of £100 shall be payable by the Hirer in the event of a breach of clause 13.3 above.
- 13.5. The Hirer shall pay to the Venue such sum as it requires to be paid by way of a security deposit prior to the Period of Hire. The security deposit shall ordinarily be in the sum of £100. It shall be at the absolute discretion of the Venue to waive the requirement for or vary the amount of the security deposit depending on the nature of the event and whether the Hirer has hired the Premises on previous occasions.
- 13.6. The Hirer shall ensure no damage is caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.
- 13.7. The Hirer shall be responsible for the costs of rectifying any damage caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.
- 13.5. Additional charges may apply where the Hirer damages equipment in breach of clauses 13.6 and 13.7 above or otherwise.
- 13.7. The security deposit shall be repaid to the Hirer by the Venue within 14 days following the period of hire subject to any reasonable deductions to cover the cost of damage caused the Premises or its contents. Such deductions shall be entirely without prejudice to any claim the Venue may have against the Hirer for damage caused whether by virtue of this Agreement or otherwise.

14. Payment and Amount Due

- 14.1. Subject to any contrary agreement with the Venue, the Hirer shall make payment of the Amount Due plus VAT and Damage Deposit no later than 14 days prior to the commencement of the Period of Hire.
- 14.2. Interest at the rate of 4% above the base rate of the Bank of England from time to time will be payable on any late payment.
- 14.3. The details of the Amount Due are set out on the Room Hire Booking Form. VAT is payable in addition to the Amount Due. The Venue updates room hire charges from time to time. The Venue will give 10 days' notice of any increase in the Amount Due.

15. Insurance

- 15.1. During the period of the hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify the Venue from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire except where due to the negligence of the Venue or their respective servants or agents.
- 15.2. Subject to any contrary agreement with the Venue, the Hirer shall maintain Public Liability Insurance in the sum of not less than £5,000,000, in place for the use the Premises during the Period of the Hire. A copy of the Hirer's Public Liability Insurance Certificate shall be provided to the Venue upon request.

16. Data Protection

- 16.1. Personal data supplied on the Room Hire Booking Form will be held and will be used in accordance with the Data Protection Act 1998 and any subsequent legislation or Regulation for statistical analysis, management, planning and in the provision of services by the Venue and its partners.

17. Loss or damage

- 17.1. The Venue shall not be liable for any death injury loss or damage however so caused to the Hirer, persons using the Premises and/or to their property except for death or personal injury or damage to property caused by negligence on the part of the Venue or its employees or agents; or any matter in respect of which it would be unlawful for the Venue to exclude or restrict liability.

18. Advertising

- 18.1. No advertising shall be displayed at the Premises without the permission of the Venue.
- 18.2. Any artwork or other advertising for the event must be approved by the Venue.
- 18.3. At the absolute discretion of the Venue, a charge of £100 shall apply where the Hirer fails to comply with clauses 18.1 and 18.2.

19. General Terms

- 19.1. The Venue may from time to time amend or add to the Terms and Conditions of Hire in writing.
- 19.2. The Hirer shall ensure that their event/hire complies with all relevant legislation and regulations.
- 19.3. The Hirer shall engage with the Venue's Safety Advisor/Representative when requested.
- 19.4. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.
- 19.5. No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 19.6. This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.