

Bromley Green Hall Hire Agreement

Bromley Green Road, Upper Ruckinge, Ashford TN26 2EE
Booking Clerk – Mark Nash 01233 733613

Booking Conditions

1. In order to hire Bromley Green Hall, the Hirer will be required to complete a booking form and pay an appropriate deposit.
2. The Bromley Green Residents' Association (BGRA) strongly suggests that the Hirer should read the Standard Conditions of Hire and the Special conditions, where applicable, in full.
3. A returnable deposit of £100 will be payable, plus the hire fee (the hourly rate multiplied by the number of hours). 50% of the deposit is payable when making the booking, with the remainder due on collection of the key.
4. A cancellation fee of 20% of the hire fee will be charged for cancellations within seven days of the event.
5. Please make cheques payable to Bromley Green Residents' Association.

Bromley Green Hall Hire Agreement Special Conditions of Hire

These Special Conditions of Hire include provisions required to comply with the Premises License issued under the Licensing Act 2003. These conditions apply to all events at which regulated entertainment or the sale of alcohol takes place.

1. Hours of Opening & Specific Exclusions

- The premises shall not be used for licensable activities except between the hours of 08:00 and 24:00 unless special permission has been issued by Ashford Borough Council and by BGRA.
- The hall will not be hired out to any commercial organisations that wish to use it to hold discos or dance functions of any kind
- The hall will not be hired out for birthday parties or similar events to persons between the ages of 18 and 24 unless they reside within the area. BGRA reserves the right to refuse a booking.

2. **Capacity and Supervision.** The number of people on the premises shall not exceed 150 dancing or 100 seated.
3. **Age.** The Hirer, not being a person under 18 years of age, 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 of the Premises Licence and/or the Operating Schedule relating to management and supervision of the premises are met.
4. **Dangerous and Unsuitable Performances.** Performances involving danger to the public, or of a sexually explicit or racist nature, or anything likely to bring BGRA or the neighbourhood into disrepute, shall not be given.
5. **Film Shows.** Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

Bromley Green Hall Hire Agreement Standard Conditions of Hire

These standard conditions apply to all hiring of Bromley Green Hall. If the Hirer is in any doubt as to the meaning of the following, the Booking Clerk should immediately be consulted.

1. **Supervision.** The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; 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 and emergency exits. As directed by BGRA, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures or contents and for loss of contents.
2. **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 or allow the premises to be used for any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof, not allow the consumption of alcohol without written permission.
3. **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.
4. **Licences.** If licences are required in respect of any activity in Bromley Green Hall, the Hirer should ensure that they hold the relevant licence or Bromley Green Hall holds it.
5. **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 Licensing Authority 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.
 - a. The Hirer acknowledges that they have received instruction in the following matters:
 - The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall;
 - The location and use of fire equipment;
 - Escape routes and the need to keep them clear;
 - Method of operation of escape door fastenings;
 - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
 - b. In advance of an entertainment or play the Hirer shall check the following items:
 - That all fire exits are unlocked and panic bolts are in good working order;
 - That all escape routes are free of obstruction and can be safely used;
 - That any fire doors are not wedged open;
 - That there are no obvious fire hazards on the premises.
6. **Means of Escape.** All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
7. **Outbreaks of Fire.** The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Booking Clerk.
8. **Health and Hygiene.** The Hirer shall, if preparing, serving or selling food, observe all relevant health and hygiene legislation and regulations.
9. **Electrical Appliance Safety.** The Hirer shall ensure that any electrical appliances brought onto the premises shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.
10. **Accidents and Dangerous Occurrences.** The Hirer must report all accidents involving injury to the public to the Booking Clerk as soon as possible and complete the relevant section in the Bromley Green Hall accident book. Any failure of equipment belonging to Bromley Green 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. BGRA will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).
11. **Indemnity.**
 - a. The Hirer shall indemnify and keep indemnified each member of BGRA and BGRA's employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises; (b) all claims,

- b. BGRA reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- c. The premises becoming unfit for the use intended by the Hirer;
- d. 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.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but BGRA shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

- 21. Noise.** The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall give full consideration to local residents by reducing the volume of music after 23:00.
- 22. Stored Equipment.** BGRA 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.
- 23. No Alternations.** 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 written approval of the caretaker or BGRA. Any alteration, fixture or fitting or attachment so approved shall be at the discretion of the caretaker and shall remain in the premises at the end of the hiring. It will become the property of Bromley Green Hall unless removal by the Hirer who must make good to the satisfaction of BGRA any damage caused to the premises by such removal. No pins, tacks, blue or white tac, or sellotape are to be used.
- 24. No Rights.** The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.
- 25. End of Hire.** The Hall and car park must be vacated by the end of the agreed hiring period. 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 position properly replaced, otherwise BGRA shall be at liberty to make an additional charge. All rubbish must be separated and placed in the proper bins provided and the lids closed. Any excess rubbish must be taken away.

Booking Form for Hire of Bromley Green Hall
Bromley Green Road, Upper Ruckinge, Ashford TN26 2EE

I / we make the application for the Hire of Bromley Green Hall on(date) in accordance with details given below and I / we agree to the Booking Conditions, Special Conditions of Hire and Standard Conditions of Hire as set out below and attached.

Name and address of Applicant (must be over 18), who 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 of the Premises Licence relating to the hire of the Hall are met. Proof of address, and proof of age (if under 25) will be required.

Name

Address

Phone number Mobile email

Organisation and office held if applicable

Do you have Public Liability Insurance? YES / NO Purpose of booking

Time from Time to Total hours

Will private catering equipment be used? YES / NO

Will live or recorded music be played? YES / NO LIVE / RECORDED

Temporary Events Licence applied for? YES / NO NUMBER

If yes, a copy must be lodged with BGRA's Booking Clerk 48 hours prior to the date of hire.

THE NUMBER OF PEOPLE ON THE PREMISES SHALL NOT EXCEED 100 IF SEATED AT TABLES AND 150 FOR DANCING AND SEATED EVENTS AND MUST BE NOTIFIED IN ADVANCE. Seating for 70 is provided, more chairs can be provided on request to the Booking Clerk at least 48 hours in advance.

CHARGES

The charges made cover the use of the Hall and Kitchen with heating to the main hall, lighting and constant hot water to hand basins in the cloakrooms, when switched on using the switch by the Hirer. Free hot water by heater to sink in kitchen when switched on using the switch by the Hirer. The heating in the main hall is provided by electric heaters which are controlled by timers.

The following deductions will be made from the deposit for:

- Extra cleaning £10.00 per hour
- Lights left on £ 1.00 per hour
- Hot water left on £ 2.00 per hour
- Rubbish not sorted and removed from hall/car park £ 5.00 per bag
- Damages/breakages will be charged at repair/replacement cost

NO PINS, TACKS, BLUE OR WHITE TAC, SELLOTAPE MAY BE FIXED TO ANY SURFACES

KEYS Please contact Mr Mark Nash on 01233 733613 to arrange collection of the key.

I have read and agree to abide by the Hire Agreement available from the Booking Clerk and available at www.bromleygreenhall.weebly.com. A hard copy will be provided on request.

Signed: Date: