

2023 Issue 01

Bourne End Junior Sports Club

Terms & Conditions of Hall Hire



Matthew Todd

SPORTS HALL, NEW ROAD, BOURNE END, BUCKS, SL8 5BS

Terms & Conditions of Hall Hire at BEJSC

Definitions

Charity	Means Bourne End Junior Sports Club (BEJSC), a registered charity.
Premises	Means any hall or space let to outside parties.
Responsible Person	Means Matthew Todd – Chairman of BEJSC. Contacted via office@bejsc.co.uk
Terms and Conditions of Hire	Means the Hire Conditions
Register of Systems	Means a register of all systems or contexts in which personal data is processed by the Charity.

Purpose

The purpose of this document is to provide information and guidance for all users of the sports hall and for the Trustees of Bourne End Junior Sports Club

Agreements with the Charity for the hire of the Hall or any part thereof (“the Premises”) are subject to these Terms and Conditions of Hire (“the Hire Conditions”).

Undertaking of the Hirer

The Hirer undertakes to ensure that they have an understanding of the Hire Conditions for the time being in force.

Supervision by the Hirer

The Hirer undertakes to be present, or arrange for sufficient and appropriate adult representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in these Hire Conditions and any relevant licenses.

Responsibility of the Hirer

The Hirer shall be responsible during the period of hire for:-

- Being familiar with, and complying with, the guides provided for the use in and around the Hall and Premises
- Ensuring that the Premises are kept secure for the duration of the hire
- Supervision of the use of the Premises and the care of its fabric and contents
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons

- Ensuring that the Premises (including foyer, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish removed (or placed in provided bins) from the site at the end of the hire
- Ensuring that all equipment, chairs and tables have been returned to their storage positions safely, the Premises are cleared of people, all lights switched off, and the building secured, except for any facilities or room or public area in use by another continuing hire
- Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any temporary fittings and fixtures used are not a fire hazard
- Ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner
- Ensuring that no animals (including birds), except assistance dogs are brought into the building, without prior written permission of the Trustees on the occasion of a special event or hire agreed to by the Charity
- Ensuring that NO animals whatsoever enter the kitchen at any time
- Ensuring that no Barbeques, LPG appliances or highly flammable substances are brought onto the Premises at any time
- Ensuring that they and their attendees recognise the fact that the Premises are situated in a residential neighbourhood and conduct themselves accordingly by, for example, taking care not to slam car doors, especially late at night, and not playing music or making other sounds at inappropriate levels

Bookings which may be refused

The Hall booking administrator, on behalf of the trustees, has the right to refuse any booking for whatever reason, including concern over potential noise levels and other nuisances especially to neighbours.

If a booking in one hall involves children or vulnerable adults such that a safeguarding policy is required booking administration may refuse a booking in the rooms on safeguarding grounds.

Cancellation

- No charge if cancelled 1 week or more before a booking
- 50% of booking charge is due if cancellation is between 1 week and 3 days before a booking
- 100% of booking charge is due if cancellation is 2 days or less before a booking

Payment terms

1. For a single booking, payment is due before the event.
2. For any single booking open to the public, which covers its costs by ticket sales or other fund-raising activities at the event, payment is due 30 days after the event.
3. When an event, open to the public and covering its costs by ticket sales, requires additional bookings for rehearsal or setup time, then payment for those additional bookings is not due until 30 days after the final fund-raising event.
4. For regular bookings, payment is due 30 days after each event,

Deposit

Generally, deposits are not taken as payment is made in full at time of booking. See cancellation policy for refund levels.

If the hall is not left in an acceptable state, the costs to clean or repair will be invoiced to the hirer and payment is required in full within 30 days.

Fire Regulations

The hall is equipped with an automated fire alarm system and fire fighting apparatus is positioned at strategic points throughout the premises. The Hirer shall:

- Ensure that the "Emergency Exit" signs are kept illuminated
- Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to the Charity
- Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event
- Ensure that all fire exits in the hall or room they have booked are kept clear at all times
- Ensure that the relevant hall lobby and foyer entrances are not blocked with items such as buggies, wheelchairs or mobile scooters
- Ensure that the lift is not used in the event of a fire.

The Evacuation Meeting Place is at the corner of the Car Park next to New Road and opposite to the Entrance. No person should block the entrance from New Road to the car park as the Fire Brigade will need to access the premises via this route. No person may re-enter the Hall without the permission of the Fire Brigade.

Use of Premises

The Hirer shall not:-

- sub-let or use the Premises for any purpose other than that described when booking
- use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
- allow the use of drugs on the Premises
- allow smoking in the Premises or in the vicinity of the entrances.

Car Parking

Vehicles are parked at owner's risk and may be parked only in the marked spaces. The space at the side of main entrance to the hall is reserved for emergency vehicle use but may be used temporarily for unloading.

Disabled spaces are provided for authorised blue badge holders only.

Compliance with legislation relating to children or vulnerable adults

For all bookings involving children or vulnerable adults, except private parties where the Hirer is a family member, the Hirer is required to have their own safeguarding policy and must ensure that those who work with young people or vulnerable adults hold a current DBS certificate.

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. Child Protection Policies in use by the Charity are available upon request but remain the responsibility of the Hirer.

Indemnity

The Hirer shall indemnify and keep indemnified each of the Trustees of the Charity and their employees, volunteers, agents and invitees against:

- the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
- against all actions, claims, and costs of proceedings arising from any breach of the Hire Conditions
- all claims in respect of damages, including damage for loss of property or injury to persons, arising as a result of the use of the Premises (including the storage of equipment) by the Hirer

As directed by the Charity, the Hirer shall make good or pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings or contents and for loss of contents

Insurance

The Hirer is responsible for ensuring that any catering company or operator hired to bring equipment such as bouncy castles onto the Premises has relevant and appropriate insurance, which shall include public liability insurance.

Commercial hirers must provide Public Liability insurance (£5,000,000 minimum indemnity).

Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the responsible person named above as soon as possible, and complete the relevant section in the Charity's Accident Book. The hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called.

Any failure of equipment, either that belonging to the Charity, or brought in by the Hirer must also be reported as soon as possible.

Stored equipment

The Charity may provide storage space for regular users and may charge a deposit for the use of a key to these storage spaces, if space is available. These keys remain the property of the Charity, and, on request, must be returned to the Charity.

The Charity 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. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The Charity may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

No alterations

On request, Hirers must produce a certificate that temporary fittings are not a fire hazard. No Blu-tack, drawing pins, adhesive tape or similar may be used, without prior agreement.

No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the Charity.

Interruption of Regular Bookings

If a Hirer is a regular weekly user, the Charity reserves the right to cancel all, or part of, certain bookings. Such cancellations shall not occur more than once a month, and at least two weeks' notice shall be given of such cancellation by the Charity.

The Hirer can choose to receive a refund on the cancelled booking or receive credit against future regular bookings.

Cancellation by the Charity

The Charity reserves the right to cancel a hiring by written or verbal notice to the Hirer in the event of a national emergency, or similar *force majeure* situation that requires the Premises to be closed, or if the Charity reasonably consider that:

- such hiring may lead to a breach of these hire conditions, or other legal or statutory requirements, or
- unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
- the Premises have become unfit for the use intended by the Hirer

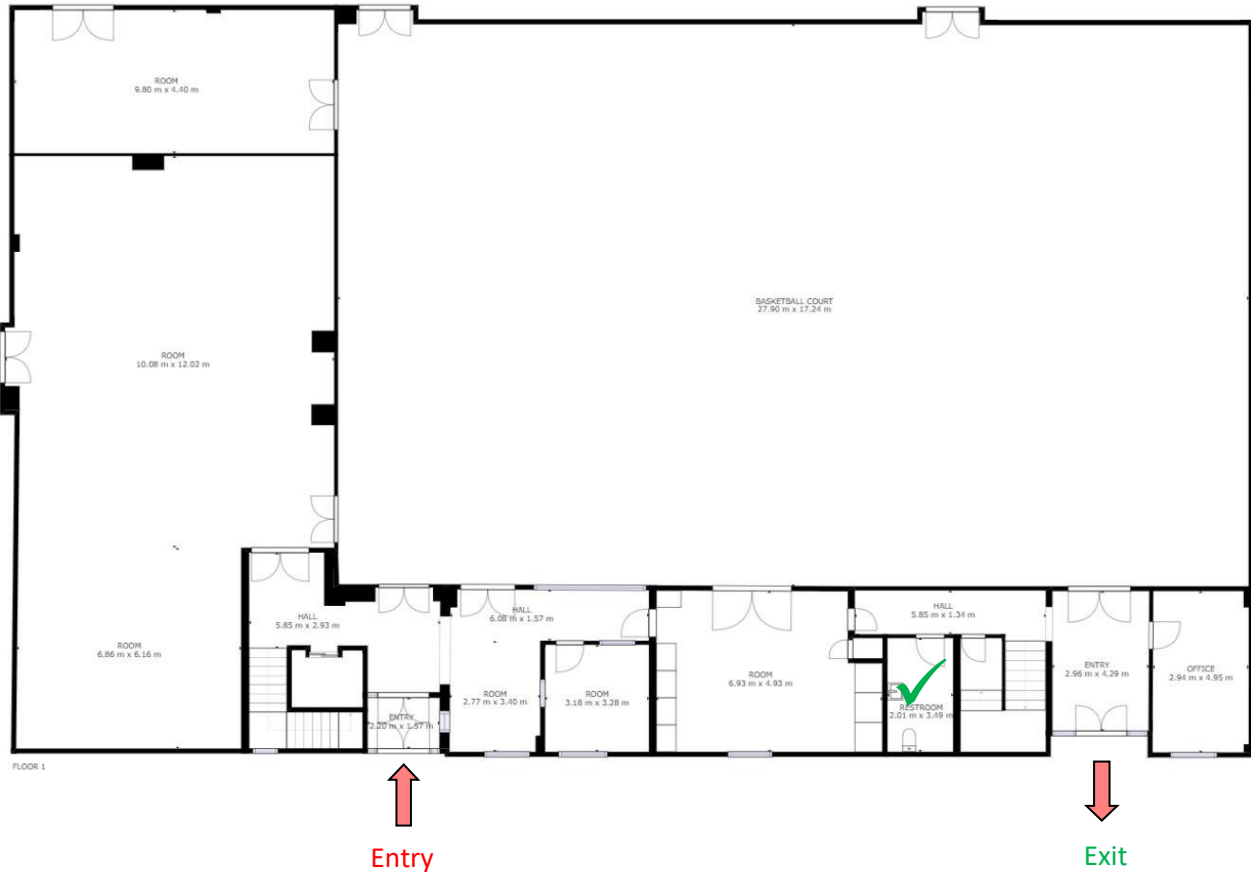
In any such case the Hirer shall be entitled to a refund of any deposit or booking fees already paid, but the Charity shall not be liable for any resulting direct or indirect loss or damages whatsoever.

Acceptance

These Terms and Conditions will have been made available to the Hirer at the time of making the booking by either electronic means or a physical copy. By proceeding with the booking the Hirer is deemed to have accepted these terms and conditions.

Specific Rules and Guidance 2023 - Hall Users

Entering and leaving the building / LOCKING UP



- 🌀 Hall users should enter the building via the left hand side doors, marked **Entry**
- 🌀 Hall users should EXIT the building via the right hand side doors, marked **Exit**
- 🌀 There are hand washing and drying facilities in the downstairs toilet facility
- 🌀 We also request the use of the hand sanitiser, located at the entrance, when entering the building

There are NO specific Covid-19 rules in place at the time of review of this document (01/09/2022), but should there be any changes these guidelines and conditions will be amended and acceptance is required by hall hirers.