BISHOP'S CLEEVE
TITHE BARN

Bishop's Cleeve Village Hall

Registered charity #301465

Conditions of Hire

Definitions

1. In these terms and conditions, the following definitions apply:
   "Regular Hirer" means any person notified by the Committee, in writing, as being a Regular Hirer;
   "Booking" means the contract between the Hirer and the Committee for the hire of all or part of the Tithe Barn in accordance with the Booking Form, these terms and conditions and the Policies;
   "Booking Deposit" means the deposit payable as stated on the web site;
   "Booking Form" means the form described as either the *Booking Form* or the *Wedding Booking Form* and signed both by the Hirer and by a representative of the Committee on its behalf, both of which are available on the web site;
   "Committee" means The Trustees and Volunteer Management Committee of the Bishop's Cleeve Village Hall;
   "Hire Charge" means the charge for hiring all or part of the Tithe Barn as stated on the web site here;
   "Hirer" means the person named as such on the Booking Form;
   "DPS" means the Designated Premises Supervisor as defined in the Licensing Act 2003 and who operates the bar;
   "Policies" means the policies on the Tithe Barn web site, which can be read here;
   "Tithe Barn" means the grounds and buildings at The Tithe Barn, Cheltenham Road, Bishop's Cleeve, Gloucestershire GL52 8LU.

Making a Booking

2. The Committee is free to accept or reject any booking application at its sole discretion.
3. **A Booking is only confirmed when the Booking Form has been signed by both parties and the Booking Deposit has been paid by the Hirer (in full and in cleared funds).**

General Conditions

4. The Hirer shall not permit smoking or vaping anywhere inside the Tithe Barn.
5. **At the end of the Booking, the Hirer shall return all furniture to its storage positions and all equipment shall be removed from the premises. The Hirer shall leave the Tithe Barn and surrounds in as clean and tidy a condition as they found it at the start of their hire. All Hirer's rubbish, both inside and outside, is to be bagged (except recycling which must not be in a bag) and placed in the appropriate bins in the car park.**
6. The maximum capacity of the Tithe Barn is 150 people, or 120 if seated at tables.
7. The Hirer shall never obstruct the path to fire exits.
8. The Committee reserves the right to refuse or cancel any booking should the Hirer in the opinion of the 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 Committee is material to this agreement.

9. The Hirer shall comply with the Committee's Policies.
10. If any inflatable equipment such as a bouncy castle will be used by the Hirer, the separate Confirmation of Insurance agreement must be completed and returned to the Booking Secretary at least one week prior to the date of hire.
11. The Booking constitutes the entire agreement between the Hirer and the Committee, and no warranty, statement or assurance that is not set out in the Booking can be relied upon by either party.
12. The Hirer shall not assign, transfer or otherwise deal with any of their rights or obligations under the Booking.
13. No variation of the Booking shall be effective unless it is in writing and signed by both the Hirer and on behalf of the Committee.
14. No dogs (except guide dogs and assistance dogs) are allowed in the building.

Fees

15. A portion of the Booking Deposit will be retained at the discretion of the Committee if the conditions of the Booking are not observed or if there is any damage to the Tithe Barn or the contents thereof. If the Booking Deposit is insufficient to cover any such damage, the Committee reserve the right to levy an additional charge.
16. **If the whole Tithe Barn is being booked, all Hire Charges are payable not less than four months in advance of the date of the hire as stated in the Booking Form. For Bookings made less than four months in advance, the Booking Deposit and Hire Charge must be paid in full at the time of booking.**
17. **If less than the whole Tithe Barn is being booked, all Hire Charges are payable not less than four weeks in advance of the date of the hire as stated in the Booking Form, with the exception of Regular Hirers with whom alternative arrangements may have been agreed. For Bookings made less than four weeks in advance, the Booking Deposit and Hire Charge must be paid in full at the time of booking.**
18. If the bar is booked with the DSP (see condition 25), the Hirer shall have access to the New Bar Room at no additional charge for the consumption of purchased drinks only.
19. The outstanding Hire Charge shall be that in force when the Hire Charge is paid and not any other Hire Charge advertised for future years on the web site.
20. All payments shall be by bank electronic transfer (details on request). Cheques will not be accepted.

Cancellation

21. The Booking shall be considered automatically cancelled if the Hire Charge remains outstanding past its due date. Any Booking Deposit already paid will be forfeit in these circumstances.
22. If a Booking is cancelled less than six weeks before the event, the Booking Deposit will be forfeit but the Hire Charge refunded unless the whole Tithe Barn was booked

in which case only 50% of the Hire Charge is refunded. If cancellation is less than seven days before the Booking, the Hire Charge will be forfeit but the Booking Deposit refunded.

23. Regular Hirers may cancel a Booking with seven days' notice.
24. The Committee reserves the right to cancel a Booking in the event of any part of the Tithe Barn 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 full refund of any Hire Charge and Booking Deposit already paid, or in the case that the Hirer is in breach of this agreement, in which case all charges paid shall be forfeit.

Licenses

25. **If the Hirer wishes to consume any alcohol on the premises, they must contact the DPS to arrange for the supply of the alcohol and/or for the bar to be opened. The Hirer and their guests shall not bring any alcohol onto the premises themselves.**
26. The Hirer shall be solely responsible for obtaining from the appropriate authorities all necessary consents for the display of advertisements both at the Tithe Barn and elsewhere and shall indemnify the Committee in respect of any claims, costs, fines and other liabilities arising from any breach of legal regulations.
27. The Hirer shall comply with the Public Entertainments License, as displayed in the Tithe Barn.
28. 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.

Liabilities

29. **The Hirer shall ensure that all electrical equipment brought to the Tithe Barn has been formally PAT Tested.**
30. The Hirer will be responsible for the behaviour of all persons using the premises whatever their capacity.
31. **The Hirer will, during the period of the Hire, be responsible for supervision and care of the Tithe Barn, including the fabric and the contents, making every attempt to prevent damage however slight or changes to the fabric of any sort.**
32. Hirers who charge for entrance or for participation in their activities shall arrange their own insurance cover for their public liabilities, a copy of which shall be provided on request. Hirers who use the Barn for private events to whom the public are not invited are covered by the Tithe Barn's insurance (excepting the use of inflatable equipment).
33. Rooms are not available for parties for ages 13 through 20 (including 18th birthday parties).

Access to the Barn

34. The Hirer and their guests shall vacate the Tithe Barn between the hours of midnight and 8am, except at New Year.

35. Hirers shall include in their hire period sufficient time for preparation and clearing up. Any overrun of the hire period shall be charged at a rate determined by the Committee (such rate will be dependent upon the length of overrun, the time of overrun and the inconvenience incurred).
36. Hirers must not inconvenience the next hirer when bookings are consecutive.
37. The Committee will use reasonable endeavours to ensure that the person locking/unlocking the Tithe Barn will be available at the time agreed +/- 5 minutes, unless an unavoidable late arrival is advised by mobile phone.
38. Hirers in possession of a key to the Tithe Barn and a code or fob for the alarm may let themselves into the Tithe Barn no more than 15 minutes before the start of their hire period, turning off the alarm if required (the alarm must not be set off). If the Hirer is left on their own at the end of the hire period, they shall ensure that all lights are switched off, the heating turned down, all windows and doors closed (and locked) before setting the alarm and exiting the building (which shall occur no later than 15 minutes after the end of the hire period).
39. The Hirer of the Main Hall has exclusive use of the adjoining kitchen. All other Hirers may use the kitchen downstairs.

Banned Items

40. The Hirer shall not bring onto the Tithe Barn anything which may endanger persons or the Tithe Barn. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool, straw, sacking, paper) may be brought into the Tithe Barn in large quantities.
41. None of the following items may be brought to the Tithe Barn for any reason: any explosive or flammable substances including gas cylinders containing any flammable gas (e.g. propane or butane); deep fat fryers; fireworks; Chinese Lanterns; smoke machines and naked flames; unanchored helium balloons.

Limitation of liability

42. No responsibility will be accepted by the 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.
43. The 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.
44. Nothing in the Booking limits any liability which cannot legally be limited.
45. Subject to condition 42 and any other exclusions in these conditions, the Committee's total liability to the Hirer (whatever that liability might be and however it arose) shall not exceed the Hire Charge.

46. The Committee shall not be in breach of the Booking or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control.