
1. Definitions

1.1 “Venue Manager” – the person appointed by Epsom & Ewell Borough Council (“the Council”) to manage Bourne Hall, or their delegated Duty Manager.

1.2 “Hired Area” – the room(s) or space(s) confirmed in the Booking Form.

1.3 “Hirer” – the individual, group, organisation, or company hiring any part of the Venue.

1.4 “Hire Charge” – the total amount payable for the hire, as outlined in current pricing schedules.

1.5 “Hire Property” – the Hired Area plus any additional spaces, equipment or items included in the confirmed Booking Form.

1.6 “Venue” – Bourne Hall, Ewell.

2. Applying to Hire the Venue

2.1 All applications must be submitted using the official Booking Form.

2.2 Hirers must be 18 years of age or older.

2.3 One-off private events require a 50% deposit at the time of booking. The balance is due 42 days before the hire.

2.4 Recurring bookings require payment for the first four (4) sessions at least 42 days before the first date.

2.5 If payment is not made in full by the agreed date, entry to the Hired Area may be refused.

2.6 After four prepaid sessions, Hirers may apply for credit invoicing, which may be refused at the Council’s discretion.

3. The Hire Agreement

3.1 The completed Booking Form plus these Terms & Conditions form a legally binding Hire Agreement.

3.2 The Hirer is responsible for all persons and activities within the Hire Property for the duration of the hire.

3.3 The agreement is non-transferable.

4. Conditions of Use

4.1 Right to Refuse Hire

The Council may refuse an application at any time without stating a reason.

4.2 Hours of Hire

- Only the times stated in the Booking Form apply.
- Changes must be agreed to in writing.
 - No event may exceed the Venue’s licensable hours.
 - The Hirer must prevent entry to any person behaving inappropriately or carrying prohibited items (including alcohol at dry hire events, illegal drugs, or unsafe materials).

4.3 Additional Staffing

- The Council may require the Hirer to provide trained staff (e.g., security, stewards, car-park marshals).
- The Council may also appoint SIA-registered security at the Hirer's cost.

4.4 Decorations, Signage & Advertising

- Prior written consent is required for scenery, decorations, signage, or advertising.
- All permitted decorations must be flame-retardant.
- Fly-posting is not permitted.
- All decorators must complete the external supplier agreement prior to the booking and can be refused by the venue without reason

4.5 Confetti, Balloons and Special effects

Confetti, Confetti cannons, streamers, helium balloons, pyrotechnics, and indoor fireworks are not permitted at the venue.

Use of Haze machines must be pre-agreed with the venue in writing.

4.6 Building Fabric

No fixings, adhesives or treatments may be applied to walls, floors, or furniture. Damage will be charged to the Hirer.

4.7 Equipment

- Complimentary Venue equipment is provided subject to availability and may be withdrawn without reimbursement.
- Any equipment brought in by the Hirer must meet safety standards (including PAT testing).
- Storage of equipment is only permitted with written consent and may incur charges.

4.8 Animals

Only assistance dogs are permitted without written approval.

4.9 Sunday Trading

Hirers must comply with all relevant legislation.

4.10 Naked Flames

Naked flames, including chafing fuels, are prohibited unless expressly approved in writing and supplied by a compliant external cater.

4.11 Noise

Noise levels must not disturb residents or other Venue users. The Venue Manager may intervene or cut power if required.

4.12 Smoking

Smoking and vaping are prohibited inside the Venue.

5. Conduct & Behavior

5.1 Behavior at the Venue

The Hirer must ensure appropriate behavior from all attendees.

The Venue Manager may terminate an event immediately if behavior risks safety or causes nuisance.

5.2 Reputational Conduct

The Hirer must not engage in behavior that brings the Venue or Council into disrepute or attempts to discourage other bookings.

6. Licenses

6.1 The Council will obtain any licenses relevant to its service delivery.

6.2 Events outside normal license coverage require a Temporary Event Notice (TEN). Hirers must provide programme details to support this.

7. Public Safety

7.1 The Council may reduce capacity for safety reasons.

7.2 The Hirer must maintain an accurate attendance record and not exceed the agreed capacity for the event at any time.

7.3 The Venue Manager may evacuate or close a space at any time.

7.4 CCTV is in operation for safety and crime prevention.

8. Loss of Property

8.1 The Council accepts no responsibility for personal property.

8.2 Lost property found after an event must be handed to Reception.

9. Intellectual Property

Hirers must secure the rights to any music, scripts, performances, or copyrighted materials.

The Council covers PRS and PPL for applicable events but may charge Hirers for excessive license costs.

10. Lighting, Power & Electrical Safety

No alterations may be made to electrical systems without approval.

Hirers must follow electrical safety guidelines and disclose any equipment using frequencies that may interfere with AV systems.

Lighting and sound control may only be accessed by an approved professional supplier.

For decorators or DJ's, they must meet the criteria laid out in External suppliers' agreement.

11. Access for Officials

Council officers, police, and fire officials may enter the Hired Area at any time.

12. Charges & Payments

12.1 All Hire Charges must be paid according to invoice terms.

12.4 Late vacation of the Hired Area will incur additional charges.

12.7 Credit accounts must be paid within 28 days.

12.8 Fees and charges are subject to increase each Financial year. Bookings and quotes taken for the future financial year will be subject to a % increase in alignment with the booking years Fees and charges. The financial year runs from 1st April – 31st each year.

12.9 A £300.00 refundable deposit may be required; this is returned at the discretion of the venue after the event. This is taken to cover any damage caused because of or during the hire.

13. Booking Arrangements

The Council may vary room allocations, hire hours or terms when operationally necessary.

14. Cancellations

14.1 Cancellation by Hirer

- 42+ days' written notice: no charge, deposit refunded.
- Fewer than 42 days: full hire fee payable, though credit may be applied to future bookings with approval.

14.2 Cancellation by Council

The Council may cancel any booking for operational needs, emergencies, elections, or reputational concerns. This list is not exhaustive.

Liability is limited to refunding payments already made.

15. Indemnity

The Hirer shall indemnify the Council against all claims arising from the Hirer's activities, except where caused by Council negligence.

16. Insurance

Hirers and suppliers delivering public activities must hold £10 million public liability insurance and provide a Risk assessment for their event. This is all detailed within the external supplier agreement that must be signed and returned before the hire.

17. Catering

Hirers must follow the Venue's Catering Agreement and External supplier agreement.

A supplier can be refused access to the venue without reason at the discretion of the venue.

The hirer is liable for any damage caused to equipment.

18. Condition of Rooms

Rooms must be left clean, tidy, and undamaged.

Extra cleaning, repairs, or reinstatement will be charged.

A refundable security deposit of £300 may be required.

Bourne hall is a Dry hire venue; all rooms must be returned to the original condition found at the start of hire.

19. Fire & Emergency Evacuation – Hirer Responsibilities

The Hirer is responsible for ensuring the safety of all attendees during an emergency. This includes:

19.1 Pre-Event Requirements

The Hirer must:

- Read the Venue's fire and emergency procedures; these are located at the entrance of each function room.
- Identify all fire exits, break-glass points, refuge areas, and assembly points.
- Brief any helpers, stewards, volunteers or staff supporting the event.
- Ensure all exit routes remain unobstructed at all times.
- Conduct a risk assessment for their event where required.
- Inform the venue of any attendees that require a Personal Evacuation Plan (PEEP) and ensure they have implemented a plan that has the necessary resources and support available.
- For Public events keep up to date on current Protect UK legislation and counter Terrorism advice, such as Martyn's law.
- Free online E-learning and guidance can be found at <https://www.protectuk.police.uk/>

19.2 During an Evacuation

Upon hearing the fire alarm or being instructed to evacuate, the Hirer must:

- Lead prompt and orderly evacuation of all attendees.
- Guide guests to the designated assembly point.
- Support Venue staff in checking rooms if safe to do so.
- Ensure individuals with disabilities are assisted in accordance with their Personal Emergency Evacuation Plan (PEEP), where applicable.
- Not permit anyone to return to the building until authorised by the Venue Manager or Fire Service.

19.3 Accountability

The Hirer must:

- Keep an accurate attendance list and account for all persons after evacuation.
- Immediately report any unaccounted individuals to the Venue Manager or emergency services.

19.4 Misuse of Fire Equipment

Deliberate misuse of alarms, extinguishers, or fire doors will result in charges for damage and may lead to refusal of future bookings.

20. Failure to Comply

Failure to comply with these Terms may result in immediate termination of the hire without a refund.