# ABBOTSLEY VILLAGE HALL TERMS & CONDITIONS OF HIRE

The following are the standard terms and conditions of the Hire Agreement between the Trustees and the Hirer and apply to the hiring of the Abbotsley Village Hall ("**the Hall**") and/or its surrounds and car park by the Hirer:

**1 Use of the Hall**

1.1 The Hirer shall not use the Hall for any purpose other than the Purpose of Hire described in the Hire Agreement.

1.2 The Hall is licensed for entertainment from 10:00 am to 12:00 midnight. Notwithstanding the duration of the Hire Period, the Hall and its surrounds and car park must in all circumstances be vacated by 12:30 am.

1.3 The Hirer must not use any form of licensable television receiving equipment on the premises without a valid television licence. The Hirer is also responsible for obtaining any other licences that may be required in relation to the Purpose of Hire in addition to the entertainment licence, including (without limitation) any licence that might be required for gaming or the sale of alcohol. In such cases the Hirer will need to give a proper Temporary Event Notice to the relevant licensing authority before commencement of the Hire Period. The Hirer shall ensure compliance with all licences applicable to the Hiring.

1.4 The Hirer shall ensure that any residents in the proximity of the Hall are not disturbed by noise, light, inappropriate behaviour or other nuisance particularly when function attendees are arriving at or vacating the car park.

1.5 Smoking and the use of vapes in the Hall and its surrounds and car park is not permitted, save for immediately adjacent to the wall mounted cigarette waste bins which are provided either side of the front door and to be used for the disposal of all extinguished cigarette butts, matches and the like.

1.6 Drunk and disorderly behaviour is not permitted in the Hall or its surrounds and car park. No illegal drugs or other substances prohibited by law or substances otherwise legal but used for illegal, improper and/or harmful purposes may be brought into the Hall or onto its surrounds and car park. Alcohol shall not be served to any person suspected of being under the influence of alcohol or drugs or to any person suspected of being under the age of 18.

1.7 The Hirer shall ensure that no flammable substances, no internal decorations of a combustible nature, including candles (except birthday cake candles), and no unauthorised heating appliances (including portable Liquefied Propane Gas (LPG) heating appliances) are used in the Hall. No decorations are to be put up near light fittings or heaters or fixed to the walls.

1.8 Fireworks and all other pyrotechnics are not permitted either inside the Hall or in its surrounds and car park.

1.9 The Hirer shall comply with and procure compliance by all those attending with these terms and conditions and all statutes, laws and regulations from time to time applying including (without limitation) all those relating to health and safety, food health and hygiene.

1.10 The Hire Agreement is non-transferrable and the Hirer shall not sub-let the Hall.

1.11 The Hirer shall ensure that no alterations or additions are made to the Hall, nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Hall without the prior written approval of the Booking Secretary. In particular, sticky backed tape, Blu Tack and/or drawing pins must not be used in the Hall. All damage caused to the paintwork will result in an excess charge being made for any reparations that are required.

1.12 The Hirer shall ensure that no more than 100 people standing or 80 people sitting attend the function.

**2 Supervision**

2.1 The Hirer, not being a person under 18 years of age, is responsible for the care of the Hall, the fabric, its contents, car parking arrangements and for carrying out all exit checks as outlined on the checklist when the premises are ready to be vacated.

2.2 The Hirer is responsible for the behaviour of all persons using the Hall, its surrounds and car park.

2.3 The Hirer shall notify the Booking Secretary of any breakages and/or damage, however material (including accidental damage) to the Hall, its fixtures, fittings or contents (including to the surrounds and car park and all fences, gates and walls) or the loss of any contents whether caused during the Hire Period or not.

2.4 The Hirer must report all accidents involving injury to the function attendees to the Booking Secretary, as soon as reasonably possible after the occurrence.

2.5 The Hirer shall ensure that any electrical appliances used on the premises shall be safe, in good working order, and used in a safe manner in accordance with current regulations. The Trustees accept no liability arising from any electrical apparatus or equipment brought onto the premises by or on behalf of the Hirer.

2.6 As directed by the Booking Secretary, the Hirer shall be responsible for and make good and/or pay and indemnify the Trustees for the full cost of rectifying all breakages and damage (including accidental damage) caused to the Hall, its fixtures, fittings and contents (including to the surrounds and car park and all fences, gates and walls) and for any loss of contents.

**3 Means of Escape**

3.1 The Hirer must familiarise themselves with the layout of the Hall, location of fire extinguishers and exits and to make sure they are all fully functional and that all persons attending the Hall during the Hire Period are aware of the means of escape in the event of an emergency. Copies of this are posted on all the Village Hall notice boards.

3.2 Throughout the Period of Hire the Hirer must ensure that the green and blue exit routes from the Hall are kept free from obstruction and immediately available for instant unimpeded public exit. The pink route must also be made available if there are more than 50 people occupying the Hall. The blue route goes through the kitchen and out through the rear kitchen door, as an additional emergency exit option.

## 4 Cancellation

4.1 The Trustees reserve the right to cancel this Hire Agreement forthwith by written notice to the Hirer in the event of:

1. the Hall being required for use as a Polling Station for a Parliamentary or Local Government election, by-election or referendum.
2. the Trustees reasonably considering that the hiring will lead to a breach of licensing conditions or other legal or statutory requirements, or any other unlawful or unsuitable activities taking place at the Hall or on its surrounds and car park.
3. the Hall in the reasonable opinion of the Trustees becoming unfit for the use intended by the Hirer.
4. the Trustees reasonably requiring the use of the Hall as a shelter for the victims of an emergency or disaster.

Except in the case of clause 4.1.2, the Hirer shall be entitled to a refund of any unused Hire Fee and/or Deposit already paid, but the Trustees shall not be liable to the Hirer for any resulting direct or indirect loss or damage whatsoever, including without limitation alternative hire or cancellation charges.

4.2 If the Hirer wishes to cancel the booking before an event taking place, the following hire charge will apply, based on the notice of cancellation received:

- Less than 14 days' notice before the event – 50% of the Hire Fee.

## 5 End of Hire

5.1 The Hirer shall be responsible for leaving the Hall, its surrounds and car park in a clean and tidy condition, locked and secured, and any contents temporarily removed from their initial positions returned. The Hirer should refer to the exit checklist (part of safety and exit check list) as a guide to the checks that must be completed prior to the Hall being vacated. The Trustees shall be entitled to make a reasonable reimbursement charge, in relation to any breach by the Hirer of this clause 5.1.

5.2 The Trustees accept no responsibility for any stored equipment or other property brought on to or left at the Hall by or on behalf of the Hirer, and all liability for loss or damage to such equipment and/or property is hereby excluded. The Trustees have the right to dispose of any such equipment or property left at the Hall if not removed within 7 days of the expiry of the Hire Period.

5.3 The Hire Agreement constitutes permission to use the Hall, its surrounds and car park only during the Hire Period and confers no tenancy or other right of occupation on the Hirer.

## 6 Events involving children and vulnerable adults

6.1 If the Hirer (except parents and guardians) organises events for children under the age of 16 and/or vulnerable adults, the Hirer must comply fully with current safeguarding regulations, including without limitation appropriate DBS checks. For

more information, please check the following link: https://www.gov.uk/disclosure-barring-service-check/overview

6.2 It is the Hirer's sole responsibility to implement their own safeguarding arrangements and to ensure the safety of all, but especially children, young people and vulnerable adults.

**7 Liability**

7.1 The Hirer shall be liable for and indemnify the Trustees in full in respect of:

1. the cost of repair of any damage (whether accidental, malicious or howsoever caused) occurring during the Period of Hire to any part of the Hall, including to the surrounds, car park, fences, gates and walls.
2. all claims, losses, damages and costs (including, for the avoidance of doubt, any irrecoverable insurance excess loss) made by a third party against or incurred by the Trustees, its officers, volunteers, agents or invitees in respect of damage to or loss of property, or to injury to persons arising out of the use and hire of the Hall, its surrounds and car park (including the storage of equipment) by the Hirer.

**8 Insurance**

The Trustees are responsible for taking out and maintaining, as they consider in their absolute discretion appropriate, such buildings and contents insurance for the Hall and all its contents stored in the Hall and for any third-party liability.

**9 Miscellaneous**

9.1 This Hire Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

9.2 Each party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Hire Agreement or its subject matter or formation (including non-contractual disputes or claims). A person who is not a party to this Hire Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Hire Agreement.

**10 Cleanliness, Hygiene and Waste Disposal**

10.1 Without prejudice to clause 1.9, the Hirer must always comply with the latest government legal requirements and/or directives relating to any pandemic or other communicable diseases.

10.2 It is recommended that the Hall is kept well-ventilated throughout the Period of Hire.

10.3 Prior to vacating the Hall the Hirer must:

1. dispose of all rubbish created into the appropriate waste and recycling bins located outside the back kitchen door;

2. clean the kitchen (including appliances), door handles throughout the Hall, and, if necessary, the tables and chairs, using the products supplied and leave the Hall in a state of cleanliness ready for re-hire; and

3. thoroughly wash all crockery, cutlery and kitchen utensils and appliances that have been used and ensuring that all such items have been returned to the appropriate storage cupboards or locations ready for re-use.

**11 Payment and Deposit**

11.1 The Booking Secretary shall inspect the Hall as soon as reasonably practicable after the Period of Hire. Where a Deposit has been paid by the Hirer, it shall be returned to the Hirer within 21 days of the expiry of the Period of Hire, subject to deduction of any amount to which the Hirer may be entitled to deduct as a result of any loss or damage for which the Hirer is liable.

11.2 Unless otherwise agreed with the Booking Secretary, the Hire Fee shall become due and be paid no later than 14 days prior to the commencement of the Hire Period.

11.3 Interest shall be due and payable at the rate of 4% above the base rate of the Bank of England from time to time on any unpaid part of the Hire Fee from the due date of payment until payment.