



ELLINGHAM VILLAGE HALL RENTAL AGREEMENT

By proceeding with your booking, you are deemed to have accepted the following Terms and Conditions for the hire of the hall.

TERMS & CONDITIONS OF HIRE

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

UNDERTAKING OF THE HIRER

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

SUPERVISION BY THE HIRER

3. The Hirer undertakes to be present, or arrange for sufficient 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

4. The Hirer shall be responsible during the period of hire for:
 - Being familiar with, and complying with, the instructions provided for the use of the Village Hall
 - 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 Premises (including foyer, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish removed 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
- Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations 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 any equipment brought into the Premises complies with the Hall's insurance policies and if not covered by the Hall's policies will be covered by the Hirer themselves
- Ensuring that no animals (including birds), except assist dogs are brought into the building, without written permission of the Village Hall on the occasion of a special event or hire agreed to by the Village Hall
- Ensuring that NO animals whatsoever enter the kitchen at any time
- Ensuring that children are not permitted to enter the kitchen
- Ensuring that no Barbeques, LPG appliances or highly flammable substances are brought onto the Premises
- 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

5. The Village 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.



CANCELLATION

6. No charge if cancelled 4 weeks or more before a booking
7. 50% of booking charge is due if cancellation is between 4 and 1 weeks before a booking
8. 100% of booking charge is due if cancellation is 1 week or less before a booking

PAYMENT TERMS

9. For a single booking, payment is due immediately following the event
10. For a series of bookings, payment is due 30 days after each event

DEPOSIT

11. A 10 % deposit may be required by the Trustees. If the hall is not left in an acceptable state deductions will be made before the deposit is returned.

FIRE REGULATIONS

12. 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 Village Hall
 - 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 they have booked are kept clear at all times, however.
 - if any equipment, is positioned close to an exit, the user of the equipment is made responsible for moving it rapidly out of the way of the exits in the event of an emergency
 - Ensure that the relevant hall lobby and entrances are not blocked with items such as buggies, wheelchairs or mobile scooters
 - People in the Hall evacuate to the Evacuation Meeting Place at the corner of the Car Park away from the entrance to the car park.



- No person may re-enter the Hall without the permission of the Fire Brigade.

USE OF PREMISES

13. The Hirer shall not:

- Sub-let or use the Premises for any purpose other than that described in their Booking Application
- 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, in the patio area or in the vicinity of the entrances.

CAR PARKING

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

PREMISES LICENCE AND OTHER RELEVANT LEGISLATION

15. The Hirer is responsible for:

- Notifying that Village Hall that they are planning to run a bar and selling alcohol
- If a licence is applied for, with the permission of the Village Hall, then the charge for any fee or licence required for this will be the responsibility of the Hirer.
- Conforming to the terms of the Premises Licence granted to the Village Hall, including, but not limited to, permitted hours for licensable activities (serving alcohol, playing live or recorded music).
- Ensuring that alcohol is not consumed by any person under the age of 18 years.



- Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure

16. The Hirer shall ensure that the users:

- Do not contravene the law relating to gaming, betting, and lotteries
- Comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.

17. A breach of this condition may lead to prosecution by the local authority.

COMPLIANCE WITH LEGISLATION RELATING TO CHILDREN OR VULNERABLE ADULTS

18. The Hirer agrees to read, understand, accept and follow the principles and procedures described in Ellingham Village Hall's Safeguarding Policy for the protection and safety of children and vulnerable adults.

INDEMNITY

19. The Hirer shall indemnify and keep indemnified each of the Trustees of the Village Hall 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 Hall 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

20. As directed by the Village Hall, 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

21. The Hirer is responsible for ensuring that any catering company or operator hired to bring equipment such as play equipment onto the Premises has relevant and appropriate insurance, which shall include public liability insurance.
22. Commercial hirers must provide Public Liability insurance (£5,000,000 minimum indemnity).

ACCIDENTS AND DANGEROUS OCCURRENCES

23. The Hirer must report all accidents involving injury to the public to an authorised representative of the Village Hall as soon as possible. The hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called.
24. Any failure of equipment, either that belonging to the Village Hall, or brought in by the Hirer must also be reported as soon as possible.

STORED EQUIPMENT

25. The Village Hall may provide storage space for regular users, and may charge a deposit for the use of a key to these storage spaces. These keys remain the property of the Village Hall, and, on request, must be returned to the Village Hall.
26. The Village Hall 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.
27. 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.
28. The Village Hall 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.

ALTERATIONS

29. Decorations must be discussed beforehand and agreed to make good any marks. Hirers must produce a certificate that the decorations are not a fire hazard. No Blu-tack, drawing pins, adhesive tape or similar may be used.



30. 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 Village Hall.

31. Any alteration, fixture or fitting, or attachment, so approved, shall, at the discretion of the Village Hall, remain in the Premises at the end of the hiring and become the property of the Village Hall or be removed by the Hirer. The Hirer must make good to the satisfaction of the Village Hall any damage caused to the Premises by such removal.

INTERRUPTION OF REGULAR BOOKINGS

32. If a Hirer is a regular weekly user, the Village Hall reserves the right to cancel all, or part of, certain bookings in favour of one-off bookings. Such cancellations shall not occur more than once a month, and at least four weeks' notice shall be given of such cancellation.

CANCELLATION BY THE HIRER

33. If the Hirer cancels the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the Village Hall may, at their discretion, require a further payment of hire fees or withhold part of the deposit and hire charge already paid.

CANCELLATION BY THE VILLAGE HALL

34. The Village Hall reserves the right to cancel a hiring by written notice to the Hirer in the event of a national emergency, or similar force majeure situation that requires the Premises to be closed, or of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum or if the Village Hall reasonably consider that:

- Such hiring may lead to a breach of the licensing 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 hire fees already paid, but the Village Hall shall not be liable for any resulting direct or indirect loss or damages whatsoever.

ACCEPTANCE

35. These Terms and Conditions will have been made available to the Hirer at the time of making the booking. By proceeding with the booking the Hirer is deemed to have accepted these terms and conditions