

Reg charity 305590

TERMS AND CONDITIONS OF HIRE

For the purposes of these conditions the term HIRER shall mean an individual hirer or, in the case of an organisation, its authorized representative. The hall cannot be hired by anyone under the age of 21 yrs.

Hire Charges as agreed on the Hire Agreement

Any damage to, or theft of, property at West Dean Village Hall (including, but not limited to, music equipment, furniture, fixtures and fittings and any other property of the Hall) caused during the Event Times on the Event Date is your responsibility and will be charged to you at full replacement cost.

The HIRER agrees to reimburse all costs arising from such damage or loss and to insure his own personal effects.

The HIRER shall pay a Deposit of £100.00 in case of damage to the premises or the furniture, fixtures or fittings and in case extra cleaning is required. The sum required by this clause shall not be the limit of liability of the HIRER to the Hall Committee in the event of damage to or misuse of the premises or the furniture and fittings. The Hall Committee will return the Deposit within 14 days after the period of hire has expired, providing:

- No damage was done to the property the fittings or furnishings during the event.
- The Hall and surrounding area are left in a clean, tidy condition with tables and chairs stacked as found, making it possible for one person to prepare the Hall for the next event within the space of one hour.

The HIRER shall be present during the hire period and will be responsible for:

- All aspects of the hall including care of all fittings and fixtures.
- The hall kevs
- Prevention of behaviour, which could be constructed as a public nuisance.
- Ensuring that young people are properly supervised.
- Supervising the car parking arrangements. Hall hirers have priority for parking in the hall car park.
- China, glasses & cutlery please leave all items used in a clean and dry condition and stored where found.
- Leaving the kitchen in a clean and tidy fashion, with no food residue or spills.
- Removing all food waste from the hall.
- Tea towels there will be 4 tea towels provided. Please bring your own supply if more are required. Please leave used tea towels in the kitchen when leaving.
- Table cloths if you would like to use the hall table cloths, please request these at the time of booking.



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- Fridge plugs in at rear of appliance. Please ensure that the fridge is cleaned thoroughly after use, unplugged and the door left open.
- Cooker 'on' switch is located just inside first cupboard on left when facing cooker. Cooker must be fully cleaned after use (inside and out).
- Dishwasher please read the operating instructions thoroughly prior to use.
 These are kept by the microwave. Hirers are liable for any damage to this
 machine whilst in their use. All china MUST be rinsed before putting into the
 dishwasher. Dishwasher tablets will be available to use.
- Hot water urn please ensure all water is removed from the urn after use and it is left unplugged.
- Removal of ALL rubbish/re-cycled items and bottles from ALL the bins in the hall and surrounding area and disposing of rubbish correctly.
- Sweeping (and washing if necessary) the floor and ensuring the hall is left clean.
- Locking the hall securely after the event.
- Returning the keys to the hall lettings manager or as arranged.

The HIRER shall only use the Hall for the purpose described in the Hiring Agreement and shall not sub-let the hall or use it for any unlawful purpose including contravention of the Betting, Gaming and Lottery laws, Health and Safety Regulations, Local Authority Regulations and Fire Service Regulations.

You may not use West Dean Village Hall for any activities which are illegal, immoral, offensive or dangerous or which may become a nuisance to the owners or occupiers of any neighbouring properties.

The HIRER is responsible for reporting accidents and dangerous occurrences to a member of the hall committee. All accidents are to be recorded in the Accident Report Book, located in the hall kitchen with the First Aid box.

The HIRER is responsible for ensuring that where goods are sold that they comply with Fair Trade Laws.

The Hall, when hired, is not licensed for the sale of alcohol, alcohol provided by the HIRER may be consumed on the premises provided it is not sold. if alcohol is to be sold the HIRER is to obtain a Temporary Event Notice (TEN) from Wiltshire Council (south). Only if the Temporary Events Notice stipulates otherwise, may alcohol be consumed off the premises. A copy of this TEN must be provided to and approved by the Hall Committee prior to the event.

The HIRER is responsible for ensuring that all present at the event do not make excessive noise and must at all times remember that there are people living nearby. It follows that the HIRER must ensure the quiet arrival and departure of all attending the event and that there is no excessive consumption of alcohol and no drunk and disorderly behaviour within the building or vicinity. The HIRER is to ensure that music is stopped by 11.00pm Monday to Thursday, by midnight Friday and Saturday and 11:00pm on Sunday.



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The HIRER is to ensure that no more than 70 people in total attend the event. The HIRER is responsible for the safety of the hall during the period of hire. This includes ensuring that the fire escape door is kept clear and that no hazardous or highly flammable materials or substances are brought into the hall.

The Hirer may not bring electrical equipment onto the premises without the written permission of the West Dean Village Hall Committee, Equipment needs to be PAT tested within the previous 12 months and evidence may be asked for.

The HIRER must ensure that everyone present knows the location of the fire escape doors, fire extinguishers and fire assembly point outside, (see attached hall plan).

The hirer undertakes to comply (and to ensure that your guests comply) with all applicable laws, licenses, regulations and policies in force at West Dean Village Hall.

The Hall Committee will not in any circumstances accept responsibility or liability in respect of any damage or loss of any goods, articles or property of any kind brought onto the premises; left at the premises or left with any Hall Committee member or employee of the Hall Committee.

There is to be NO SMOKING in the Hall or the immediate outside vicinity of the hall.

The HIRER must comply with the Children's Act 2004 by ensuring that only fit and proper persons have access to children attending events in the Hall.

The HIRER must ensure that there is adequate supervision during the period of hire particularly where young people are involved.

The HIRER shall, if preparing, serving or selling food in the Hall, observe all relevant food health and hygiene legislation and regulations. The preparation and consumption or selling of food will not be covered by the Hall Committees Liability Insurance. Any such activity should therefore be covered by the HIRERS insurance or otherwise is entirely at the risk of the HIRER or those attending the HIRERS event.

The hirer must ensure that any food brought onto site is prepared, cooked, cooled, stored and served in such a way as to comply with all food safety, HACCP and health & safety requirements.

West Dean Village Hall Committee will not be liable for any incidence of food poisoning, food contamination or illness resulting from food brought into the village hall by the hirer or third party or accidents by the hirer, third parties or their guests while using the hall.

The HIRER shall ensure that, should live or recorded music be used at their event or activity; the appropriate music performance licence/s are obtained from the performing Rights Society (PRS) or the Phonographic performance Limited (PPL) as appropriate. The Hall does not have a premises licence for music.

The HIRER shall not make any alterations to the village hall without prior written approval.

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Nothing may be fixed to walls, ceilings, floor or pillars of any room by nails, screws, drawing pins, tape or other means without prior written approval.

The HIRER is to remove all posters and promotional material for the event on completion of the event.

You shall indemnify West Dean Village Hall Committee against any costs or damages incurred through the use of equipment by you or your contractors at the Host Venue

The Hall Committee reserves the right to refuse a booking without notice or terminate an event if it considers that the HIRER is in breach of the Hire Agreement. Such action may be taken if the committee is dissatisfied with the supervision or behaviour of those at the event where general or fire safety is compromised.

Cancellations by the hirer and cancellation charges

The Village Hall Committee will be reasonably flexible in relation to modifications, postponements and cancellations, but reserves the right to make cancellation charges.

Standard Cancellation Charges

- . Cancellation up to 48 hours prior to the event 50% of the hire charge payable
- . Cancellation within 48 hours or no show full hire charge payable

Cancellations by the Village Hall Committee

The Village Hall Committee reserves the right to cancel a booking in the following circumstances:

- The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- The Village Hall Committee reasonably consider that:
 - 1 . Such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements
 - 2. Unlawful or unsuitable activities will take place at the premises as a result of the hiring
 - 3. The premises becoming unfit for the use intended by the hirer
 - 4. An emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.



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

West Dean Village Hall Committee will not be liable for any delay or for the consequences of any delay in performing or failure to perform any of our obligations under any agreement with you if such delay is due to any cause whatsoever beyond our reasonable control (including, but not limited to, war, police venue closure, terrorism, industrial action, lock outs, strikes, accidents, fire, blockades, petrol shortages or natural catastrophe).

THESE TERMS AND CONDITIONS WERE APPROVED AND ADOPTED BY THE HALL COMMITTEE - JUNE 2017

	Tamara Lucas	
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For and on b	ehalf of the Committee of K	King George's Hall, West Dean
Dated:	•••••	***************************************