

TERMS AND CONDITIONS

This Agreement constituting the Room Hire Booking Form and these Terms and Conditions is made between the Hirer and the Venue. The parties agree that the hiring will be carried out in accordance with this Agreement.

1. Definitions and Interpretation

- 1.1. The Venue – means Weston Village Hall, Small Drove, Weston, PE12 6HU and its management committee
- 1.2. The Hirer – means the person or organisation as set out on the Village Hall Booking Form.
- 1.3. The Premises – means the Main Hall/Meeting Room/Kitchen/Gardens at Weston Village Hall, Small Drove, Weston, PE12 6HU as set out in the Room Hire Booking Form.
- 1.4. The Building – means Weston Village Hall, Small Drove, Weston, PE12 6HU
- 1.5. The Amount Due – means the amount that the Hirer is required to pay to the Venue as set out on the Village Hall Booking Form.
- 1.6. The Period of Hire – means the period set out on the Village Hall Booking Form

2. Maximum capacity

- 2.1. The Hirer will not exceed the maximum capacities for the Premises.
- 2.2. The maximum capacities are as follows: 150 standing and 120 seated
- 2.3. The Hirer shall ensure that no person under 16 years of age are permitted to enter the kitchen and it remain the responsibility of the hirer to enforce this policy

3. Use of Premises

- 3.1. The Hirer shall not use the Premises for any purpose other than that described on the Village Hall Booking Form and shall not sub-hire or use or allow the Premises to be used for:
 - Any political rallies or demonstrations.
 - For purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules.
 - For functions attended by people whose presence may cause civil unrest or division within the community.
 - To an organisation or individual which has been banned by law.
 - Or to do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
- 3.2. The Hirer shall ensure that no equipment, goods or other materials are left on the Premises overnight unless authorised by the Venue prior to the period of hire
- 3.3. The Hirer shall ensure that any items that may constitute a risk to the Premises which are to be used during the period of hire are used within accordance of manufacturers guidance and operating instructions and that any items are brought to the attention of the Venue prior to the period of hire.
 - 3.3.1. Any items which apply in 3.3 may only be used by the Hirer with the express permission of the Venue
- 3.4. The Venue reserves the right to exclude or eject from the Premises any person, and to cancel any booking where it considers:
 - That such events may be contrary to the interest of the general public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.

- The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Venue or harm the reputation of the Venue.
- The users of the premises are deemed to have behaved in a manner which is deemed to be rude, abusive, hostile or generally unpleasant towards the Venue.

4. Licences

4.1. The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Venue against the consequences of the Hirer's failure to do so.

4.2. The Hirer shall not apply for a Temporary Event Notice without the expressed consent of the Venue.

4.3. The Hirer shall ensure that they have all permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any authority or person in respect of the event. This includes where required a licence issued by the Performing Rights Society and any copyright permission.

5. Health and Safety Compliance

5.1. The Hirer shall comply with all requests of the Venue's Safety Adviser and must supply any documents requested promptly.

5.2. The Hirer shall confirm they have read and understood the generic health and safety risk assessment prior to hire, adapting to fit their needs during their period of hire

5.3. The Hirer shall ensure they are familiar with the:

- Fire alarm points
- Fire evacuation procedures, routes, refuge point and assembly point
- location of first aid kit
- location of accident reporting book

5.4. The Hirer shall

- ensure clear and unobstructed access and regress is maintained to all emergency exits in the Premises
- ensure fire doors in the Premises are not be propped or left open at any time
- familiarise visitors with the position of fire alarm points, fire evacuation routes, fire refuge points and the fire assembly point

6. Electrical Appliance Safety

6.1. The Hirer shall ensure that any electrical appliances intended to be used by the Hirer at the Premises are PAT tested accordingly

7. Alterations

7.1. The Hirer must not make any alterations to the Premises or any other part of the Premises without the Venue's prior consent

8. Food and Drink

8.1. Where food or drink is to be sold to the public the Hirer or caterer must hold a Basic Food Hygiene Certificate. A copy of the certificate must be supplied to the Venue at least 14 days before the first date of the Period of Hire.

8.2.The Hirer shall if preparing, serving or selling food observe all relevant food and hygiene legislation and regulations.

8.3.If the Hirer wishes to use caterers on the Premises during the Period of Hire, the Hirer must ensure that the caterers comply with all health and hygiene legislations and regulations.

9. General regulations

9.1.The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of the Venue) are displayed or offered for sale on the Premises.

9.2.Any items deemed to be of an offensive or inappropriate nature by the Venue shall be removed from display or sale immediately on the request of the Venue.

9.3.Smoking and/or vaping is not permitted in the Building. The Hirer shall ensure there is no smoking and/or vaping at the Premises.

10. Nuisance

10.1.The Hirer must not do or allow anyone attending their hiring to do anything on the Premises which is or may become a nuisance to the Venue or other hirers or to the occupiers of adjoining or neighbouring premises.

10.2.The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises and the Building.

11. Children

11.1.The Hirer shall ensure that where an event involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate child protection policies and procedures in place.

12. Charges, Confirmation and Cancellation

12.1.The booking will be confirmed on acceptance of the booking by the Venue and receipt of the full booking fee including appropriate security deposit

12.2.The Venue reserves the right to cancel any booking for any reason. Where a booking is cancelled by the Venue, the Venue shall incur no liability to the Hirer whatsoever.

12.3.Where the booking is cancelled by the Hirer less than 14 days before the first day of the event the Venue reserve the right to retail all booking fees regardless if the event goes ahead or not

12.4. The Venue reserve the right to retain any security deposit paid in respect of the period of hire should they deem it necessary following assessment of the Premises for reasons including but not limited to;

- Damage to buildings, fixtures and fittings
- A requirement to bring the hall up to the required standards of hygiene and cleanliness
- Breach of terms and conditions of hire

13. End of Hire

13.1.The Hirer shall ensure that the Premises are vacated at the end of the Period of Hire.

13.2.The Hirer shall ensure the Premises and surrounding area are left in a clean and tidy condition and all equipment, goods and other materials including rubbish are removed from the Building at the end of the Period of Hire.

13.3. Where the hire includes use of the kitchen or items provided by the Venue within, the Hirer shall ensure all crockery, utensils, the cooker and fridge are left in a clean and empty condition. Should the kitchen not be left in the appropriate condition, the Venue may retain the security deposit paid for the period of hire in order to return items/the kitchen to the required condition.

13.4. Additional charges may apply where the Hirer fails to comply with clause 17.1 and 17.2.

14. Payment and Amount Due

14.1. The Hirer shall make payment of the Amount Due plus VAT within 14 days of the date of the invoice.

14.2. The details of the Amount Due are set out on the Village Hall Hire Charges. The Venue updates room hire charges from time to time. The Venue will give 14 days' notice of any increase in the Amount Due.

14.3. Concerns regarding pricing should be addressed within 7 days of the booking confirmation issued by the Venue.

15. Insurance

15.1. During the period of the hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify the Venue from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire except where due to the negligence of the Venue or their respective servants or agents.

15.2. When being used for a relevant purpose, The Hirer shall maintain Public Liability Insurance in the sum of not less than £5,000,000, in place for the use of the Premises during the Period of the Hire. A copy of the Hirer's Public Liability Insurance Certificate shall be provided to the Venue not less than 14 days before the first date of the Period of Hire.

16. Data Protection

16.1. Personal data supplied on the Room Hire Booking Form will be held and will be used in accordance with the Data Protection Act 1998 for statistical analysis, management, planning and in the provision of services by the Venue and its partners.

17. Care of Premises and Equipment

17.1. The Hirer shall ensure no damage is caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

17.2. The Hirer shall be responsible for any damage caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

18. Loss or damage

18.1. The Venue shall not be liable for any death injury loss or damage however so caused to the Hirer, persons using the Premises and/or to their property except for death or personal injury or damage to property caused by negligence on the part of the Venue or its management committee; or any matter in respect of which it would be unlawful for the Venue to exclude or restrict liability.

19. General Terms

19.1. The Venue may from time to time amend or add to the Terms and Conditions of Hire in writing.

19.2. The Hirer shall ensure that their event/hire complies with all relevant legislation and regulations.

19.3. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

19.4. No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

19.5. This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.