

The Yew Tree Hall

Lorton's Village Hall

TERMS AND CONDITIONS OF HIRE

August 2024

INTRODUCTION

It is important that when you hire or use the Yew Tree Hall you read and understand these Terms and Conditions of Hire. They apply in all cases, whether you have formally agreed to them or not.

GENERAL

These terms and conditions apply to all those who book and use the Yew Tree Hall. They are part of an agreement between the Yew Tree Hall (YTH) and the hiree, who may be an individual or an organisation represented by an authorised person. The terms and conditions should be read in conjunction with:

- *Hall Charges*
- *Yew Tree Hall policies on Health and Safety, Equal Opportunities, Environment*
- *Yew Tree Hall User Guide.*

Copies of all these documents are available on request or to view on hallbookingonline. Hard copies are available on request. Copies are available to view on the Yew Tree Hall noticeboard.

BOOKINGS

Bookings are made through hallbookingonline. When a booking request is made the hiree is required to indicate agreement to these terms and conditions prior to submitting the booking form.

For those who are not able to access this system it is possible to request a booking by email (yewtreehallbookings@gmail.com) or telephone (01900 876454). Alternative contact number is: 07956 500 927. These bookings will be entered on to hallbookingonline by the administrator. Confirmation of a booking is made on the understanding that a hiree has read and agrees to abide by the *Terms and Conditions of Hire, Hall Charges, Hire Agreement* and other applicable policies.

CHARGES, INVOICING and PAYMENT

Charges

Bookings are charged in accordance with the *Hall Charges*.

As well as charges for use of the Hall spaces and facilities, there may be charges for use of equipment, the benefit of a licence to sell alcohol etc. These are all shown when a pro-forma invoice is issued as confirmation of the booking.

Invoicing and payment

Invoices are issued by email when your booking is confirmed, and online payment is preferred. Payment can also be made by cheque or cash. Payment may be required in part or in full before an event takes place as set out in the *Hall Charges*.

Deposits

Security/damage deposits may be required in some circumstances as set out in the *Hall charges*.

Confirmation of Booking

Bookings will be confirmed by email. For those booking by telephone confirmation will be given verbally during the phone call.

CANCELLATION

Confirmed booking

Once the booking confirmation email has been sent and any deposit requested has been paid, the Hall (or part of the Hall) will not be hired out to any other individual or organisation during the hiree's period of use without their prior agreement.

User Changes and Cancellations

Users can edit their bookings using the link provided in the acknowledgement of booking email. Once a booking has been approved any further changes will need to be requested through the administrator at yewtreehallbookings@gmail.com. Cancellations can be made by the hiree without charge up to three days prior to the booking.

Cancellation charges

Cancellation rules and charges are set out in the *Hall Charges*.

The YTH aims to be flexible when users need to postpone and re-book an event. A charge may be made for short-notice cancellation of bookings on days and times when there is a high level of demand.

Cancellations by the YTH

The YTH reserves the right to cancel a booking when:

- the Yew Tree Hall is required for use as a Polling Station.
- the YTH Management Committee consider that:
 - a. such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
 - b. unlawful or unsuitable activities will take place at the premises because of the hiring.

- the Yew Tree Hall becoming unfit for the use intended by the hiree.
- an emergency requiring use of the Yew Tree Hall as a shelter

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

ACCESS TO THE HALL / TIME PERIODS OF HIRE

Access

Regular users have access to a key safe mounted on the southwest gable wall of the Hall. First time hirees should inform the YTH that they require access to the key safe and the secretary will provide instructions in an email.

Minimum Hire Period

The minimum hire period is one hour, bookings lasting longer than one hour should be rounded up or down to the nearest half hour.

Hire periods must be long enough to allow for setting up and clearing up.

USE OF PREMISES, SUPERVISION

The hiree must be present during the period of hire and ensure that these terms and conditions are observed.

Use of the Yew Tree Hall must always be responsible, with respect to the accommodation, facilities and equipment. The hiree shall, during the period of the hiring, be responsible for:

- supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort;
- the behaviour of all persons using the premises whatever their capacity, ***including proper supervision of car parking arrangements so as to avoid obstruction of the highway.***

There is a minimum hire age of 18 years. The Hall can be hired for private parties. If children and young people under the age of 18 years are to attend there must be adequate adult supervision and the YTH reserves the right to decline a booking if evidence of appropriate adult supervision is not provided.

Dogs. Please note that only Guide Dogs and Assistance Dogs are permitted, no other dogs.

CONDITIONS OF USE

- *No smoking anywhere in the Hall, Hall Garden or surrounding area.*
- *No stiletto heels to be worn.*

On completion of hire please:-

- *Sweep the Hall floor*
- *Wipe down tables and store them in the cupboard in the entrance hall.*
- *Stack away chairs.*
- *Clean kitchen equipment used.*
- *Take away any waste placed in the kitchen bin. (Fresh bin liners are provided.)*
- *Switch off lights and heating.*
- *Report any breakages/faults/shortage of consumables.*

Please check with the Bookings Secretary if you are planning a gathering of more than 50 people

Parking: Please avoid parking close to the bridge to maintain good access to Boon Beck.

The hiree shall be responsible for leaving the premises and surrounding area in a clean and tidy condition; utensils and equipment put away; lights, taps, equipment etc all turned off; the rooms that have been used, and where appropriate, the building itself secured unless directed otherwise; and any contents temporarily removed from their usual positions properly replaced.

If the Hiree fails to meet this requirement the YTH shall be at liberty to make an additional charge.

The basic rule is that the room and facilities should be left as they were found.

The hiree 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.

The hiree shall not use the premises for any purpose other than that described in the Provisional Booking Confirmation; shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way; nor do anything or bring onto the premises anything which may endanger the premises. The sale of alcohol is subject to special rules and permissions set out in the Yew Tree Hall User Guide.

The hiree shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

POLICIES

All users must be familiar with and observe the policies of the YTH relating amongst other things to **Health and Safety; Equal Opportunities** and **Environment**. Copies of these are available online and are displayed in the Hall.

Any hiree or user of the Hall where Children and/or Vulnerable Adults are involved must have appropriate policies/procedures in place and must ensure that these are observed when using the Hall.

FIRE

All Hirees must make themselves, and any individuals using the premises as part of their Hire, aware of emergency escape routes and fire alarm procedures.

LICENSED ACTIVITIES AND SALE OF ALCOHOL

The Yew Tree Hall has a Premises Licence authorising the following regulated entertainment and licensable activities between the hours of 10.00 am and 11.00 pm:

- the performance of plays
- the exhibition of films
- indoor sporting events
- the performance of live music
- the playing of recorded music
- the performance of dance
- entertainment of a similar description to the above
- the sale of alcohol

*Of the regulated and licensed activities, the only one which the YTH needs to have specific information about is the **sale of alcohol**. Provisions are set out in the Yew Tree Hall User's Guide, and anyone selling alcohol must be aware of and observe these. Acceptance of these terms and conditions involves conforming to these provisions.*

The Hall does not have PRS and PPL licences.

If you are playing recorded music as part of an event for which a fee is charged (for example an exercise class) you may need to have your own licence.

If other licences are required in respect of any activity in the Village Hall the hiree should ensure that they hold the relevant licence.

NO ALTERATION

No alterations or additions may be made to the premises, nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the YTH.

Any alteration, fixture or fitting or attachment so approved may at the discretion of the YTH remain in the premises at the end of the hiring. It will become the property of the Yew Tree Hall unless removed by the hiree who must make good to the satisfaction of the YTH any damage caused to the premises by such removal.

NO RIGHTS

The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hiree.

NO INTERFERENCE WITH ACTIVITIES OF OTHER HALL USERS

Any use must be conducted in such a way that it does not unreasonably interfere with the activities of other Yew Tree Hall users by way of noise, disturbance or otherwise.

CONTACTS for THE YEW TREE HALL, LORTON

Details of Contacts are:

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| Adam Baker | (Chairperson) | 07771 977482 |
| Clare Round | (Bookings Secretary) | 07956 500 927 |
| Catherine Armstrong | (Treasurer) | 07917 795 404 |