

# **CLYRO VILLAGE HALL – Charity Number 1064835**

## **BOOKING AGREEMENT**

By proceeding with your booking you are deemed to have accepted the following terms and conditions for the hire of the hall. (See below).

### **TERMS AND CONDITIONS OF HIRE**

Agreements with the Management Committee of Clyro Village Hall (“The Committee”) for the hire of Clyro Village Hall or any part thereof (“the Premises”) are subject to these terms and conditions of hire (“the Hire Conditions”).

#### **Undertaking of the Hirer**

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

#### **Supervision by the Hirer**

The Hirer undertakes to be present, or arrange for sufficient adult representatives (supervisors) 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 licences.

#### **Responsibility of the Hirer**

The Hirer shall be responsible during the period of hire for :-

Being familiar with, and complying with, the guides 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 purpose and conduct of the hire does not disrupt the use of any other room hired by other persons

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, the thermostat returned to 12 degrees, 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 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 no barbeques, LPG appliances or highly flammable substances re 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**

The Village Hall booking clerk, on behalf of the Committee, has the right to refuse any booking for whatever reason, including concern over potential noise levels and other nuisances especially to neighbours.

### **Cancellation**

No charge if cancelled 4 weeks or more before a booking

50% of booking charge is due if cancellation us between 4 and 1 weeks before a booking

100% of booking charge is due if cancellation is 1 week or less before a booking

### **Payment Terms**

For a single booking, payment is due before the event, except for regular societies, clubs and associations which represent the regular users of the hall.

When an event requires additional bookings for rehearsal or setup time, then payment for those additional bookings will be charged at the discretion of the booking clerk, on behalf of the Committee

For a series of bookings, payment is due 30 days after each event, except if otherwise agreed by the booking clerk on behalf of the Committee

### **Deposit**

A deposit of 50% of the booking charge is required for all adult events if the kitchen or other equipment is needed. If the hall is not left in an acceptable state deductions will be made before the deposit is returned.

### **Fire Regulations**

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 everyone attending the event

Ensure that all fire exits in the Premises are kept clear at all times

Ensure that the Hall foyer and entrances are not blocked with items such as buggies, wheelchairs or mobile scooters

The Evacuation Meeting Place is outside the main entrance across the road in the Churchyard.

### **Use of Premises**

The Hirer shall not:-

Sub-let or use the Premises for any purpose other than that described in the 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

### **Premises Licence and other relevant legislation**

The hirer is responsible for:

Informing the hall booking clerk at the time of booking that a bar is requested for the event/activity. The Hall has a licence for selling alcohol and will provide a bar for such events free of charge. Where regular societies or clubs wish to serve wine or similar as part of an event the booking clerk will add a surcharge of £10 per event and check that the request does not contravene our licence conditions. Without this arrangement agreed and in place no alcohol can be sold in the hall.

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 served to 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.

**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, stage plays, or films, or similar entertainment taking place at the Premises.

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

Compliance with legislation relating to children or vulnerable adults

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. Child Protection Policies are the responsibility of the Hirer.

### **Indemnity**

The Hirer shall indemnify and keep indemnified each of the Trustees and Committee members of the Village Hall and their volunteers, agents and invitees against:

The cost and repair of any damage done to any part of the Premises including the cartilage thereof or the contents of the Premises

Against all actions, claims, costs and 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

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**

The Hirer is responsible for ensuring that any catering company or operator hired to bring equipment onto the Premises has the relevant and appropriate insurance, which shall include public liability insurance.

Commercial hirers must provide Public Liability Insurance (£5,000,000 minimum indemnity).

### **Accidents and Dangerous Occurrences**

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.

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**

The Village Hall may provide storage space, including cupboards, 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.

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. 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. 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 cost incurred in storing and selling or otherwise disposing of the same.

### **Interruption of Regular Bookings**

If a Hirer is a regular weekly or monthly 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 6 weeks' notice shall be given of such cancellation.

The Village Hall reserves the right to nominate a specified weekday evening as not being available for regular weekly bookings, so that priority can be given to monthly, or less frequent, bookings.

### **Cancellation by the Hirer**

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**

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 damage whatsoever.

### **Acceptance**

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.

## HIRE CHARGES

Main Hall including facilities – Furniture, Kitchen, Glasses, Crockery etc	£10 / hour
Main Hall Only	£8 / hour
Alcohol License	£10 / event
Deposit if Applicable	50% of booking fee