



## **Hiring Terms and Conditions.**

**The Trustees** welcome you, the Hirer, to Bawdeswell Village Hall. The Trustees manage the Hall on behalf of the community of Bawdeswell and ask you to help us maintain this community asset.

If the Hirer is in any doubt as to the meaning of the following, a Trustee should be consulted.

1. These terms and conditions apply as appropriate to the room or rooms within the Hall which the Hirer has booked and to the common areas to which the Hirer has shared access. The Hirer shall not access the other parts of the Hall building nor obstruct the common areas. In particular, the kitchen is only available if specifically hired. The refreshment station in the reception area is available to all users. The reception area, unless specifically booked or as part of an all-Hall hire, should not be treated as part of the room(s) booked.

### **2. Care of Bawdeswell Village Hall.**

- a. The Hirer shall, during the period of the hire, be responsible for the care of the Hall and its contents.
- b. The Hirer shall not do anything or bring onto the Premises anything which may endanger the same or render invalid any relevant insurance policies. Any electrical equipment must have a PAT certificate.
- c. The Hirer is responsible for making sure that the Hall is not left unattended and unsecured at any time during or at the end of the hire period.
- d. No alterations or additions, including the installation of fixtures, may be made to the Hall. No placards, decorations or other articles may be attached in any way to any part of the Hall unless with the prior consent of the Trustees.
- e. The Hirer shall make good or pay for all damage (including accidental damage) to the Hall or its fixtures, fittings and contents. See Hiring Charges for details of deposit required at time of hiring.

- f. The Hirer is responsible for the replacement of any contents lost or stolen.

### 3. Supervision

- a. The Hirer is responsible for the actions of all persons using the Hall in connection with the Hirer's use of the Hall during and following the hire period.
- b. Orderly behaviour should be maintained, both inside the Hall and in the vicinity.
- c. The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Hall, other than for a special event agreed by the Trustees. No animals whatsoever are to enter the kitchen at any time.

### 4. Use of Bawdeswell Village Hall.

- a. The Hiring Agreement allows only the use of the Hall and/or Rooms booked and confers no tenancy or other right of occupation on the Hirer.
- b. The Hirer shall not use the Hall for any purpose other than that described in the Hire Agreement.
- c. The Hirer shall not sub-let the Hall.
- d. The Hirer shall not use the Hall or allow the Hall to be used for any unlawful purpose or in any unlawful way.
- e. The Hirer shall vacate the Hall and/or Rooms booked at the end of the booked period. Sufficient time for set-up and clear-up should be included when booking.

### 5. Licences and Legislation

- a. **The Hall has a licence for the sale of alcohol. The Hirer, with the prior agreement of the Trustees and having paid a licence fee, shall be responsible for the sale, supply or consumption of alcohol in accordance with that licence and with any restrictions imposed by the Trustees.**
- b. **Without such agreement, the Hirer must not sell or supply alcohol in a manner which would require a licence.**
- c. The Hirer shall ensure that nothing is done on, or in relation to, the premises in contravention of the law relating to gaming, betting and lotteries, and copyright.

- d. The Hall does not have a licence for the reception of live television programmes. Live television programmes can be viewed on a battery powered device such as a mobile phone or tablet not plugged into the mains and covered by the user's own TV licence.
- e. The Hirer shall comply with all conditions and regulations made in respect of the Hall by the Fire Authority and Breckland Council, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is provided, or which is attended by children or vulnerable adults.
- f. The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation.

#### **6. Information for Hirers.**

The Hirer must follow any instructions contained in the 'Information for Hirers' document and any instructions displayed in the Hall, including Fire Safety. Should these not be followed the Trustees will be at liberty to retain monies held and may make an additional charge.

#### **7. Stored Equipment and Other Property.**

- a. The Trustees accept no responsibility or liability for loss of or damage to any stored equipment or other property brought on to or left at the Hall.
- b. All equipment and other property must be removed at the end of each hiring, unless by prior agreement with the Trustees. The Trustees reserve the right to make additional storage charges for any property not removed.

#### **8. Regular Hire.**

- a. Hirers will be subject to a probationary period, following which the Trustees may at their discretion decide to renew or cancel the Hiring Agreement.
- b. Hirers are requested to give the Bookings Officer a minimum of 4 weeks' notice of termination of a Regular Hire.

#### **9. Insurance.**

During the period of the hire, the Hirer is covered by the Hall's insurers against any claims arising out of the negligence of the Trustees. Any claims made for accidents or injuries arising out of the activities taking place at

the Hall are the Hirer's responsibility, as are any claims from local residents for damage to property, or nuisance caused by persons attending the Hall.

**10. Cancellation.**

- a. If the Hirer wishes to cancel a booking two weeks or less before the date of the event, and the Trustees are unable to secure a replacement booking, the question of the repayment of the booking deposit or any other hire fee paid shall be at the sole discretion of the Trustees.
- b. Each occurrence of a regular booking will be charged unless the Hirer has agreed with the Trustees that a particular occurrence should be omitted. The Trustees reserve the right to withdraw any discount offered for a regular booking if not all occurrences are used.
- c. The Trustees reserve the right to cancel a hiring, or an occurrence of a Regular Hire, in exceptional circumstances.

The Trustees also reserve the right to cancel any hiring if they reasonably believe that the Hirer is or is intending to breach these terms & conditions.

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

Bawdeswell Village Hall

July 2016