

# TODDINGTON VILLAGE HALL



## TERMS AND CONDITIONS OF HIRE

1. **The Committee** shall be the Trustees of the Toddington Village Hall Charitable Incorporated Organisation No. 1180049 and shall be represented by the Bookings Manager.
2. **The Hirer** shall not permit smoking anywhere inside the Building.
3. **The Hirer**
  - a. shall be the person **who signs the Booking Form and Hire Agreement** and by doing so agrees to be bound by this document's conditions.
  - b. shall pay a **Booking Deposit**, which will be returned in full, subject to all conditions being complied with. If the conditions of this contract are not observed, a proportion of the deposit not exceeding the cost of remedy of any damage to the premises or its contents will be retained. A higher deposit will be required where young people make up a large proportion of the hirers and where alcohol is to be consumed. The Committee also retains the right to require the hirer to pay for security personal to be employed for the period of the hire.
  - c. **The Hire Fee** shall be the full hire charges and is to be paid at the latest two weeks before the hire is to take place, unless agreed by the Bookings Manager. If the fee is not paid, the hirer risks the premises being unavailable for hire.
  - d. **If the Hirer wishes to cancel the booking** within one month of making the booking any monies paid will be refunded. However, if, cancellation is less than seven days before the booking, all fees paid will be forfeited, but the deposit will be returned.
  - e. shall be responsible for leaving the premises and surrounds in a clean and tidy condition at the end of the hiring. All rubbish should be taken away. Failure to do so could result in charges being deducted from the deposit, at the discretion of **The Committee**.
  - f. shall be responsible for ensuring that the level of noise generated during the hire is at a level in accordance with the Noise Abatement Act so as not to cause any annoyance to the community or to give reason for complaints from local residents.
  - g. shall not give entry to persons, even in possession of a valid ticket, after 10.30 pm.
4. **The Village Hall Committee**
  - a. reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case **The Hirer** shall be entitled to a refund of any fee(s) already paid.
  - b. shall not be liable to **The Hirer** for any resulting loss or damage whatsoever in the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired by any cause.
  - c. reserves the right to refuse or cancel any booking should **The Hirer** in the opinion of The Committee fail to disclose the true purpose of the hiring, or make any representation as to the hiring which is false, or fail to disclose any fact which in the opinion of The Committee is material to this agreement.
  - d. acts as **licensee** for the sale of alcoholic and soft drinks on the premises. **The Hirer** shall be responsible for advising the bookings manager at the enquiry stage, if the consumption or sale of alcohol is required during the hire. The Hirer must agree to abide by the special conditions which must apply in these circumstances.
5. **The Hirer**
  - a. shall be solely responsible for obtaining from the appropriate authorities all necessary consents for the display of advertisements both at the Village Hall and elsewhere and will indemnify The Committee in respect of any claims, costs, fines and other liabilities arising from any breach of legal regulations.

- b. will, during the period of the hiring, be responsible for supervision and care of the premises, the fabric and the contents, making every attempt to prevent damage however slight, or changes to the fabric of any sort.

**CRB Checks.** In circumstances where the Responsible Person is required to undergo CRB authorisation, **The Hirer** must satisfy themselves that all CRB checks have been satisfactorily carried out and are up to date

- c. will be responsible for the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to prevent obstruction of the highway or the parking area and proper supervision of children.
  - d. shall not sublet the premises, use the premises for any unlawful or immoral purpose nor shall allow the Toddington Village Hall to be used for any lewd or salacious purpose which could, in the opinion of **The Committee**, bring the Hall into disrepute.
  - e. shall not bring onto the premises anything which may endanger persons or the premises, or which would invalidate any insurance policies. This includes explosives and flammable substances. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool, straw, sacking, paper) may be brought onto the premises in large quantities.
  - f. shall comply with the Public Entertainments Licence, as displayed on the notice board in the foyer.
  - g. shall be responsible for the observance of all regulations appertaining to the premises stipulated by the Fire Authority, the Local Authority, and the Local Magistrates Court, or otherwise.
6. **The Hirer** may wish to provide their own insurance cover for their public liabilities and shall indemnify **The Committee** for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the building during the period of the hiring as a result of an act or omission to act by **The Hirer**. No responsibility will be accepted by **The Committee** for any loss or damage to property belonging to any person attending any function organised by **The Hirer** howsoever such loss or damage occurs.
  7. In the event that **The Hirer** brings with them or uses any type of moving or static equipment during the hiring of the hall, **The Hirer** shall be responsible for ensuring full compliance with all safety conditions and procedures as set out by their insurers for use of such equipment.
  8. **The Hirer** will also ensure that their appointed Responsible Person will take full responsibility for the use of any such moving or static equipment referred to in No.7 above.
  9. **The Hirer** will ensure that an adult accompanies all children under 7 years of age when such children wish to use the toilets.
  10. **Dangerous Performances:** Performances involving danger to the public are not allowed under this agreement.
  11. **The Hirer** shall ensure that all electrical equipment brought to the hall and used by them is formally **Portable Appliance Tested** in accordance with the IET Wiring Regulations BS 7671:2008(2011).
-