

THRELKELD VILLAGE HALL



TERMS AND CONDITIONS OF HIRE

It is important when you hire or use Threlkeld Village Hall that you read and understand these Conditions of Hire. They do 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 Threlkeld Village Hall. They are part of an agreement between the Village Hall Trust (VHT) and the hirer, who may be an individual or an organisation represented by an authorised person. The terms and conditions are based on the model booking agreement for Village Halls produced by the Association for Communities in Rural England (ACRE).

The terms and conditions should be read in conjunction with:

- the *Schedule of Charges*, which provides details of charges for hire, use of equipment, use of Village Hall licenses, invoicing, deposits and cancellation
- *Village Hall policies* on Health and Safety; Equal Opportunities; Environment; and Child/Vulnerable Adult Protection which are displayed on the website and in the Village Hall
- the *Village Hall User's Guide*, which includes detailed rules and guidance supplementing these basic terms and conditions; with specific provisions applying to overnight stays and to the sale of alcohol which MUST be observed.

Copies of all these documents are available on the Village Hall website; emailed and hard copy versions are available on request.

All the conditions, plus any special conditions imposed at the time of booking, apply unless specifically excluded in writing in the Booking Confirmation Form.

Signing or signifying agreement to the Booking Confirmation Form certifies that the hirer is aware of these terms and conditions, will abide by them and will ensure that those who use the Hall in conjunction with their booking act in accordance with them. The VHT will assume that anyone signing on behalf of an organisation is duly authorised to do so.

In the event of someone using the Village Hall without signing or specifically agreeing to the Booking Confirmation Form, then it will be deemed that they are aware of these terms and conditions, will abide by them and will ensure that those who use the Hall in conjunction with their booking act in accordance with them.

Charges, payment, invoicing and deposits

Charges

Charges for all bookings are shown clearly on the Booking Confirmation Form. Bookings are charged individually, in accordance with the *Schedule of Charges*, with any special discounts or other provisions.

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

Invoicing and payment

Invoicing and payment is by specific arrangement, shown on the Booking Confirmation Form. Payment may be required in part or in full before an event takes place as set out in the *Schedule of Charges*.

Deposits

Security/damage deposits will be required in some circumstances as set out in the *Schedule of Charges*.

Returnable deposits will be returned after the date of hire (or after the last date of hire), less any deductions, with a credit note if required. Alternatively deposits will be deducted from final invoices.

Cancellation

Confirmed booking

Once agreement to the Booking Confirmation Form has been accepted and any deposit paid, the Hall (or part of the Hall) will not be hired out to any other user at that time without the prior agreement of the hirer.

If a Provisional Booking Confirmation Form has been issued but not signed or agreement otherwise signified, the "slot" may be given to someone else.

Cancellations by the hirer and cancellation charges

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

The Village Hall Trust will be reasonably flexible in relation to modifications, postponements and cancellations, but reserves the right to make cancellation charges in accordance with the rules specified.

Cancellations by the Village Hall Trust

The Village Hall Trust reserves the right to cancel a booking by written notice in the following circumstances:

- the premises being required for use as a **Polling Station** for a Parliamentary or Local Government election or by-election
- the Village Hall Trust Management Committee reasonably considering that
 - such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements
 - unlawful or unsuitable activities will take place at the premises as a result of the hiring
- the premises becoming unfit for the use intended by the hirer
- an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

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

Access to the Hall/time periods of hire

Bookings relate only to the specific rooms and days and times hired.

Hire periods will be in 15 minute units starting and finishing on the quarter hour.

Hire periods must be long enough to allow for any setting up of and putting away/dismantling any furniture/equipment. Hire period of an hour or more are allowed 15 minutes before and 15 minutes after to allow for setting up/arrivals and dismantling/departures.

<i>IT IS STRESSED THAT IF MORE TIME IS NEEDED FOR SETTING UP/DISMANTLING THIS MUST BE COVERED BY THE BOOKING PERIOD.</i>

Access is controlled by Key Cards which allow entry to the building and to the spaces booked for the time period of the hire.

Key Cards will NOT allow entry outside the booked period.

Any extra use is logged and will be charged for unless there are extenuating circumstances (at the discretion of the Bookings and Marketing Secretary).

Use of premises, supervision

The hirer (or his/her authorised representative) must be present during the period of hire and ensure that terms and conditions are observed.

Use of the Hall must always be responsible, with respect to the accommodation, facilities and equipment. The hirer 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; and 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.

The hirer 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 they have used and where appropriate the building itself secured unless directed otherwise; and any contents temporarily removed from their usual positions properly replaced.

If the Hirer fails to meet this requirement the Village Hall Trust 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 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.

The hirer 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 *Village Hall Users Guide*.

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.

Policies

All users must be familiar with and observe the policies of the Village Hall Trust relating amongst other things to **Health and Safety; Equal Opportunities; Environment; and Protection of Children and Vulnerable Adults**. Copies of these are available on the Hall website and are displayed in the Hall.

Any hirer 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 Hirers 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 Village Hall has a **Premises Licence** authorising the following regulated entertainment and licensable activities:

- 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 Village Hall Trust needs to have specific information about is the **sale of alcohol**. Provisions are set out in the Village 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 has PRS and PPL licences

However, 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 hirer should ensure that they hold the relevant licence.

No Alterations

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 Village Hall Trust.

Any alteration, fixture or fitting or attachment so approved may at the discretion of the Village Hall Trust remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the hirer who must make good to the satisfaction of the Hall 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 hirer.

No interference with the 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 Hall users by way of noise, disturbance or otherwise.

THRELKELD VILLAGE HALL

Contacts for the Village Hall are:

Bookings and Marketing Secretary

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Village Hall Trust

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