

## **Theale Village Hall - 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 clause #21).*

### **TERMS & CONDITIONS OF HIRE**

Agreements with the Trustees of Theale Village Hall (“the Village Hall”) for the hire of Theale Village Hall & Orchard or any part thereof (“the Premises”) are subject to these Terms and Conditions of Hire (“the Hire Conditions”).

#### **1.Undertaking of the Hirer**

The Hirer undertakes to ensure that they understand these Hire Conditions for the time being in force.

#### **2. Supervision by the Hirer**

The Hirer undertakes to be present, or arrange for sufficient adult representatives 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 licenses.

#### **3. Responsibility of the Hirer**

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

1. Ensuring any event finishes no later than 11:30pm and all attendees leave in a quiet and orderly fashion and with all due respect to neighbours of the Premises
2. The hirer agrees not to exceed the maximum permitted number of people.
  - For seated events the maximum allowed is **80**,
  - and for standing events **200**
3. Being familiar with, and complying with, the guides provided for the use of the Village Hall
4. Ensuring that the Premises are kept secure for the duration of the hire
5. Supervision of the use of the Premises and the care of its fabric and contents
6. Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons or any neighbour within 100 metres of the Premises
7. Ensuring that the Premises (including foyer, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish removed from the site (**not put into the Hall bins**) at the end of the hire
8. 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, ALL the heating thermostats returned to 10 degrees centigrade and the building secured, except for any facilities or room or public area in use by another continuing hire.
9. 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
10. 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

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11. Ensuring that no animals (including birds), except guide 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
12. Ensuring that NO animals whatsoever enter the kitchen at any time
13. Ensuring that no Barbeques, LPG appliances or highly flammable substances are brought onto the Premises, **THIS INCLUDES THE ORCHARD**
14. 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
15. Inflatable devices (such as Bouncy Castles or similar) **may not** be installed or used anywhere in The Premises. There are no exceptions to this condition.

### **4. Bookings which may be refused**

The Village Hall booking administrator, on behalf of the Trustees, has the right to refuse any booking for whatever reason, including concern over potential noise levels and other nuisances especially to neighbours. With this in mind, the hall is unlikely to accept bookings for teenage and young adult parties.

### **5. Cancellation**

1. No charge if cancelled 4 weeks or more before a booking
2. 50% of booking charge is due if cancellation is between 4 and 1 weeks before a booking
3. 100% of booking charge is due if cancellation is 1 week or less before a booking

### **6. Payment terms**

1. For a single booking, payment is due before the event, except for Theale Parish voluntary organisations and the following:
  1. For any single booking open to the public, which covers its costs by ticket sales or other fund-raising activities at the event, payment is due 30 days after the event.
  2. When an event, open to the public and covering its costs by ticket sales, requires additional bookings for rehearsal or setup time, then payment for those additional bookings is not due until 30 days after the final fund-raising event.
2. Regular users may agree different payment arrangements with the bookings administrator.

### **7. Deposit**

A deposit is required for all adult parties. If the hall is not left in an acceptable state at the completion of the hire, deductions or further charges to repair damages will be made before the deposit is returned.

### **8. Fire Regulations**

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The Hirer shall:

1. Designate one person to be the “Responsible Person” as defined by the Regulatory Reform (Fire Safety) Order 2005. That person shall ensure:
  1. that the “Emergency Exit” signs are kept illuminated
  2. that the Fire Brigade is called to any outbreak of fire, however slight, and details given to the Village Hall
  3. Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event
  4. Ensure that all fire exits in the hall they have booked are kept clear at all times, however, if any equipment, e.g. a piano, is positioned close to an exit, the user of the equipment is made responsible for moving it rapidly out of the way of the exits in the event of an emergency
  5. Ensure that the relevant hall lobby and foyer entrances are not blocked with items such as buggies, wheelchairs or mobile scooters
  6. The Evacuation Meeting Place is at the corner of the Car Park next to the Christchurch and opposite to the Entrance. No person may re-enter the Hall without the permission of the Fire Brigade.

### **9. Use of Premises**

The Hirer shall not:

1. sub-let or use the Premises for any purpose other than that described in their Booking Application
2. use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
3. cause damage to the Orchard or any paths or fencing
4. do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
5. allow the use of drugs on the Premises
6. allow smoking (including “vaping”) in the Premises, in the side patio area or in the vicinity of the entrances.

### **10. Car Parking**

Vehicles are parked at owner’s risk in the spaces around the Hall or Church car park across the road. The space at the side of the hall is reserved for emergency vehicles use but may be used temporarily for unloading.

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

The Hirer is responsible for:

1. Notifying the Village Hall that they are running a bar and selling alcohol,

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2. Obtaining the necessary bar & entertainment licences and 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).
3. Ensuring that Alcohol is not served to any person under the age of 18 years.
4. Ensuring no excessive noise occurs, particularly after 10:30pm at night, with a minimum of noise being made by any person on arrival or departure

The Hirer shall ensure that the users:

5. do not contravene the law relating to gaming, betting, and lotteries
6. comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or 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.

### **12. Music Licences**

The Hirer is responsible for ensuring that they have an appropriate music licence. .

In general, private hire does not require any additional licence.

If the Hirer is operating as a business or is organising an event where the profit does not go entirely to the voluntary organisation, then the hirer is responsible for obtaining a PPL licence (Public Performance Licence).

The Village Hall is responsible for obtaining a PRS (Performing Rights Society) licence, which covers all users.

### **13. Compliance with legislation relating to children or vulnerable adults**

For all bookings involving children or vulnerable adults, except private parties where the Hirer is a family member, the Hirer is required to have their own safeguarding policy and must ensure that those who work with young people or vulnerable adults hold a current DBS certificate.

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.**

### **14. Indemnity**

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

1. the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
2. against all actions, claims, and costs of proceedings arising from any breach of the Hall Conditions
3. 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

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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

### **15. Insurance**

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

If the Hirer is operating as a business, they are responsible for ensuring that they have relevant and appropriate insurance, which shall include public and employer's liability insurance.

### **16. 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 and complete the relevant section in the Village Hall's Accident Book – kept in the Kitchen. 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 to the booking administrator.

### **17. Stored equipment**

The Village Hall may provide storage space, including lockers, 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 costs incurred in storing and selling or otherwise disposing of the same.

### **18. No alterations**

Decorations may be hung from the cross bars provided on the side walls of the Halls but not elsewhere. On request, Hirers must produce a certificate that the decorations are not a fire hazard.

#### **No Blu-tack, drawing pins, adhesive tape or similar may be used.**

No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the Village Hall.

Any alteration, fixture or fitting, or attachment, so approved, shall, at the discretion of the Village Hall, remain in the Premises at the end of the hiring and become the property of the Village Hall or be removed by the Hirer. The Hirer must make good to the satisfaction of the Village Hall any damage caused to the Premises by such removal.

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### **19. Interruption of Regular Bookings**

1. If a Hirer is a regular weekly 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 six weeks' notice shall be given of such cancellation.
2. 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.

### **20. 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.

### **21. 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 majeur* 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:

1. such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
2. unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
3. 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 damages whatsoever.

### **22. Public Health**

The Hirer is responsible for conforming to all Public Health legislation and guidance that relates to the control of viral pandemics or diseases such as Covid-19 and to take reasonable precautions to stop the spread of the virus

### **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.

If these Terms are printed, please sign & date below and return to the Bookings Secretary before the booking takes place.