

TERMS AND CONDITIONS OF HIRE

These Terms and Conditions, the West Lavington Village Hall ("WLVH") Information Sheet and Booking Form constitute the Terms and Conditions of Hire.

1. General

- 1.1. The WLVH is responsible for the building and contents of the WLVH. The Parish Council is responsible for the grounds, play areas, equipment & car parking facilities.
- 1.2 The Booking is subject to the Terms and Conditions of Hire.
- 1.3 The location shall be as specified by the Hirer on the Booking Form. In the event that the use of the playing fields is specified, a previous risk assessment by the Parish Council may be required.
- 1.4.1 The Hirer shall not sub-hire the location for any use during the period of hire.
- 1.5 No animals and/or birds, except guide dogs, are permitted access to the location without the prior written consent of the WLVH.
- 1.6 No animals/and or birds are permitted access to the kitchen or kitchenette of the WLVH.
- 1.7 No term shall be amended without the prior written consent of the Hirer and WLVH.
- 1.8 The Terms and Conditions of Hire are not intended to or will operate to confer any benefit on any person who is not named as a Hirer on WLVH's Booking Form.
- 1.9 WLVH shall keep the Hirer's details solely for the purpose of the period of Hire and shall not disclose them to any third party without the prior consent of the Hirer.
- 1.10 The WLVH reserves the right to request payment of a refundable deposit against breakages, damage and any costs the WLVH is put to by reason of breach of these terms and conditions.

2. Obligations of Hirer

- 2.1 The Hirer shall be responsible for all persons present at the location during the period of hire and shall ensure that the Terms and Conditions of Hire are not breached.
- 2.2 The Hirer agrees to comply with all legal requirements relating to health & safety, insurance, safeguarding, food safety, hygiene, alcohol and entertainment license requirements.
- 2.3 Where appropriate, the Hirer shall ensure reasonable adult supervision is provided during the period of hire.
- 2.4 The Hirer shall ensure that the capacity for the location shall not be exceeded during the period of hire.

- 2.5 The Hirer shall ensure that the quiet enjoyment of persons hiring rooms in the vicinity of the location shall not be disturbed.
 - 2.6 The Hirer shall ensure that any electrical appliances brought on to the location for use during the period of hire shall be electrically certified as safe and in good working order, and shall be used in a safe manner, using residual current circuit breakers where appropriate.
 - 2.7 The Hirer and its guests shall not use the location for any unlawful purpose. The Hirer agrees not to breach any law relating to gaming, betting and lotteries.
 - 2.8 The Hirer agrees not to permit any illegal substance to be brought on to or used at the location.
 - 2.9 The Hirer agrees not to permit any LP Gas appliances or highly flammable substances to be brought on to or used at the location.
 - 2.10 The Hirer agrees not to breach any Fair Trading regulations. If selling goods on the premises the Hirer agrees to comply with the fair trading code of practice.
 - 2.11 The Hirer agrees not to breach any copyright, design and patent legislation during the period of hire.
 - 2.12 The Hirer shall obtain the prior consent of the WLVH prior to permitting any public advertisement of its event at the location.
- 3. Hirer's obligations in respect of the supply of alcohol and provision of public entertainment**
- 3.1 The supply of alcohol and/or provision of public entertainment by the Hirer during the period of hire is subject to the prior consent of the WLVH and must be notified to the WLVH as a Special Condition on the WLVH's Booking Form.
 - 3.2 The Hirer agrees that it will obtain a Premises Licence for the event should any regulated entertainment and licensable activities be taking place during the period of hire.
 - 3.3 The Hirer agrees to be liable for the cost of acquiring any necessary license for the supply of alcohol and/or provision of any public entertainment on the location during the period of hire.
 - 3.4 The Hirer agrees not to breach the Premises Licensing Act, particularly in connection with events including public dancing, music, stage plays, films or similar entertainment.
 - 3.5 The WLVH holds a Performing Rights Society Licence.
 - 3.6 The Hirer agrees not to breach any conditions and/or regulation imposed by the Local Authority, Licensing Authority and Health and Safety Executive during the period of hire.
- 4. Events involving Children and/or Vulnerable Adults**
- 4.1 The Hirer agrees not to breach any legislation in respect of safeguarding and caring for children

and/or vulnerable adults during the period of hire.

- 4.2 The Hirer agrees, on request by the WLVH, to provide the WLVH with a copy of its DBS Check and its child protection policy.
- 4.3 The Hirer accepts that the kitchen is not wheelchair accessible.
- 4.4 The WLVH is under a duty to report any concerns relating to the safeguarding of children and/or vulnerable adults to the police.

5. Hirer's Indemnity

- 5.1 The Hirer shall indemnify and keep indemnified the WLVH in respect of:
 - i) the cost of repair of any damage to the location during the period of hire;
 - ii) any claim arising from or in respect of any breach of the WLVH Terms and Conditions of Hire;
 - iii) any claim in respect of damages, including damage for loss of property and/or personal injury arising out of or in connection with its use of the location during the period of hire, including any storage of property or equipment by the Hirer.

6. Insurance

- 6.1 The Hirer shall, on request by the WLVH, provide a copy of its insurance policy in respect of its event at the location. Failure to do so will render the Hirer's Booking void and entitle the WLVH to re-book the period of hire to a third party.
- 6.2 The WLVH shall not be liable for any cost and/or damage incurred by the Hirer in respect of clause 6.1 above.
- 6.3 The Hirer agrees to arrange its own insurance in respect of any items stored at the location and is not entitled to rely on WLVH's insurance policy.

7. Hirer's Property

- 7.1 The WLVH is not liable for any loss and/or damage in respect of the Hirer's property or its guests' property during or after the period of hire.
- 7.2 The Hirer agrees that the WLVH is entitled to dispose of any of its property, or its guests' property, after 14 days from the date of notification to the Hirer by the WLVH that its property has been left at the location.
- 7.3 The Hirer agrees to indemnify the WLVH for all costs incurred in respect of clause 7.2

8. Alterations

- 8.1 The Hirer agrees not to make any alteration, to include any temporary decoration, to the location without the prior consent of the WLVH.

- 8.2 The Hirer agrees to indemnify the WLVH for any damage caused as a result of making any alteration to the location, notwithstanding the Hirer has obtained the prior consent of the WLVH that it may make an alteration to the location.
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- 9 Regular Periods of Hire**
- 9.1 The Hirer agrees that regular periods of hire by the Hirer will be subject to the WLVH Terms and Conditions of Hire.
- 9.2 The Hirer agrees to give three weeks' notice to the WLVH in the event that it does not require its regular period of hire.
- 9.3 In the event that a Hirer fails to give the WLVH notice in accordance with clause 9.2, and should the WLVH not be able to rebook the periods of hire to a third party, the Hirer agrees that the WLVH is entitled to charge the Hirer for the Bookings even though these are not required by the Hirer.
- 9.4 The WLVH is entitled to book out a Hirer's regular period of hire to accommodate special requirements and at its discretion.
- 9.5 The WLVH shall not be liable for any cost or damage incurred by the Hirer in respect of Clause 9.4 above.
- 10 Cancellation by the Hirer of a non-regular Booking**
- 10.1 The Hirer agrees to give 48 hours' notice to the WLVH to cancel its event.
- 10.2 In the event that the Hirer does not give the WLVH notice in accordance with clause 10.1, the Hirer agrees that the WLVH is entitled to charge the Hirer for Booking.
- 10.3 In the event that the Hirer has given notice to the WLVH in accordance with clause 10.1, but the WLVH is unable to rebook the period of hire to a third party, the Hirer agrees that the WLVH is entitled to charge the Hirer for the Booking.
- 11 Cancellation by the WLVH**
- 11.1 The Hirer agrees that the WLVH is entitled to cancel the Hirer's Booking should the location be required for use as a Polling Station for a Parliamentary or Local Government election, bye-election, referendum or the WLVH reasonably believes that:
- i) the Hirer is in breach of the WLVH Terms and Conditions of Hire; or
 - ii) such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements; and/or
 - ii) the location has become unfit and unsafe for the use intended by the Hirer
- 11.2 In the event of clause 11.1, the Hirer agrees that the WLVH shall refund the Hirer the Booking



fee but that the WLVH shall not be liable for any other cost or damage incurred by the Hirer arising out of the cancellation of the Booking.

12. Restriction of benefit of the hire agreement

- 12.1 The Booking and none of the Terms and Conditions of Hire are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Hire Agreement
- 12.2 The Booking is not deemed to amount to a tenancy or other right of occupation in favour of the Hirer.

13 Agreement

- 13.1 By placing a Booking with the WLVH, the Hirer agrees:
- i) to the WLVH Terms and Conditions of Hire; and
 - ii) that the information is correct as set out in the Booking Form; and
 - iii) to receipt of the WLVH Instructions for using the keysafe.