

Terms and Conditions of hire for any or all of the facilities of Walmer Bridge Village Hall

Hereinafter Walmer Bridge Village Hall, the car park, field and all that is within the grounds, separately or collectively, shall be referred to as '**the Facility**' and the Hirer named on the Booking form referred to as '**the Hirer**' and the Committee or a member or members of the Walmer Bridge Village Hall Association committee shall be referred to as '**the Committee**'.

1. Acceptance of Terms and Conditions

Completion of the booking form, which refers to these Terms and Conditions, and payment of the deposit shall be deemed to indicate acceptance in whole of these Terms and Conditions without variance.

2. Booking.

All applications for the hire of the Building and/or Grounds must be sent to the Booking Secretary. The person named on the booking form shall be considered **the Hirer**. Where an organisation is named, the person signing hereby confirms that they do so with full authority of the hiring organisation. **the Hirer** must be over 21 years of age.

3. Hire Period.

The hire period is the time between which **the Hirer** commences and finishes using **the Facility**.

It includes the time taken for initial setting up and clearing away afterwards and any other time needed to comply with any Special Terms and Conditions which may be applied or as required by Government regulations in force at the time of hiring.

4. Hire Charges.

The hire charges are available from the Booking Secretary and determined by **the Committee**.

5. A deposit

of

100% of the total booking fee for fees up to £60

or

25% of the total booking fees for fees of £60 and over

must be paid within 7 days of the booking being confirmed. If the deposit is not paid the booking will be liable to cancellation without further notice.

The deposit is non-refundable.

6. Right of refusal.

The Committee may refuse any application for the hire of **the Facility** without stating a reason. Village organisations shall have priority over other bookings, but no organisation shall be deemed to have an undisputed right to an unbreakable series of bookings. In cases of doubt or difficulty the Booking Secretary shall refer the case to **the Committee** whose decision shall be final.

7. In the event of cancellation

A charge of the greater of £20 or 20% of the total fee for the event will be made.

8. Safety and Accidents

The Hirer should be aware of the Fire Safety Floor Plan of **the Facility** which is on display. **The Hirer** is responsible for health and safety issues during the hire period in respect of **the Facility** and providing all information about safety procedures, Fire Exits etc., at the event. **The Hirer** and others attending the event are not permitted to go through any door that has been locked for the duration of the hire. Please observe safety notices regarding the stacking of chairs and tables. ***Any accident must be reported to the Committee or licensee. The details will be recorded in the Hall Accident Book.***

9. Alcohol.

Alcoholic drinks may only be served from the Bar in the Lounge by the licensee or staff unless the permission is sought from **the Committee** and an occasional Licence for **the Facility** shall be in force.

*No alcohol may be brought into **the Facility** for personal consumption unless prior approval has been sought from and given by **the licensee** or **the Committee**.*

*No events may be advertised stating the availability of alcoholic drinks for sale without the prior permission of **the Committee**.*

10. Public Entertainments, Music & Dancing.

All the conditions attached to the Music and Dancing Licence for **the Facility** shall be duly observed. A copy of such Licence may be seen upon application to **the Committee** and **the Hirer** shall be deemed to have had notice of all such conditions. All music must cease at 11.30 pm (Monday to Saturday) or 10.30pm (Sunday), and **the Facility** must be vacated *no later than 30 minutes after that time.*

11. Other Licences, Theatre & Performing Rights Society

The Facility Licence does not cover performances of Theatrical, Ballet, Opera or Choral Works etc. **The Hirer** is responsible for obtaining the requisite Performing Rights Society Licence and any other licence that may be required for their intended purpose. Any such licence must be exhibited during the period of hire and a copy filed with **the Committee** at least 2 weeks prior to the performance.

12. Occupation and use.

The hire of **the Facility** is for the specific agreed times shown on the booking form and does not entitle **the Hirer** to use or enter such at any other time. **The Facility** shall only be used for lawful activities. **the Committee** does not represent that **the Facility** is suitable for any particular purpose and **the Hirer** must satisfy themselves in this respect.

13. Sub-let.

The Hirer shall not sublet **the Facility** or any part thereof.

14. Advertising Event

All advertising of events should conform to the conditions of hire. Advertising includes posters, newspaper inserts, magazine inserts, tickets, radio and television announcements, social media, internet websites, and all other forms of media. Advertising which contravenes the conditions of hire may result in the forfeiture of the deposit and cancellation of the event. See Condition 19 Cessation of Activity.

15. Breakages and Damage.

The Hirer is responsible for all damage to **the Facility**, equipment, furniture and property in **the Facility** occurring during the period of the hiring or while persons are entering or leaving **the Facility** pursuant to the hire, however and by whomsoever caused. **The Hirer** will be responsible for replacement 'as new' of any equipment, furniture or property and for the full cost of making good any damage to **the Facility**, fixtures and fittings.

16. Culpability.

Except for wilful negligence on the part of **the Committee**, **the Committee** shall not be responsible for any loss of, or damage to, **the Hirers** or any third parties property arising out of the hiring, nor for any loss, damage, or injury which may be incurred by, or be done to or happen to, any person or persons using **the Facility** during the hiring, arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or any happening over which **the Committee** has no control but which may cause **the Facility** to be temporarily closed or the hiring to be interrupted or cancelled. [See also Condition 30 – Force Majeure]

The Hirer shall indemnify **the Committee** against any claim which may arise out of the hiring or which may be made by any person using **the Facility** during the hiring in respect of any loss damage or injury.

17. Entry.

The right of entry to **the Facility** at any time during the period of hire or any other time is reserved to **the Committee**, any agent of **the Committee** and any other person or body with the statutory right of power of entry.

18. Conduct and Good Order.

The Hirer shall ensure that good order is kept in **the Facility** during the hiring. **The Hirer** will also ensure that those attending the event maintain good order during arrival and departure from **the Facility**.

Any music or other acoustics that are relayed through amplification equipment must be kept to a level that is within that which legally allowed.

The Hirer is responsible for the monitoring of noise levels.

At all times the Hirer will take reasonable care to ensure that the occupants of neighbouring properties are not inconvenienced by noise, obstruction by vehicles and the like.

Any breach of this Condition will be considered to also be a breach of Condition 19 Cessation of Activity and, as such, will be dealt with under that Section.

19. Cessation of activity.

The Committee reserves the right to immediately terminate any entertainment or meeting whilst the hire is in progress if it is not properly or reasonably conducted, or if **the Hirer** is found to be in breach of any of the Conditions in these Terms and Conditions or in breach of any Special Terms and Conditions which may be in force in respect of the hire.

In the event that **the Committee** invoke this clause there shall not be any refund due to **the Hirer** and, further, **the Committee** will not be liable or responsible for any consequential loss incurred by **the Hirer** or anyone else associated with the hire.

20. Condition on vacation.

On vacation of **the Facility**, **the Hirer** shall leave **the Facility** in a clean and orderly state. **the Hirer** is responsible for the removal of all rubbish and any other waste matter from **the Facility**.

The entrance hall, lounge and cloakrooms must be left in as clean a condition as found. All tables and chairs must be distributed around the hall as found and additional tables and chair used must be returned to the location they were in prior to the event.

21. No additions to the Building.

No fixtures/fitments of any kind shall be driven into any part of **the Facility** nor shall any placard or other articles be fixed hereto in a manner which permanently marks or in the opinion of **the Committee** defaces **the Facility**.

22. Property

Property of **the Hirer** and that of **the Hirer's** agent must be removed from **the Facility** within 30 minutes after the expiration of the hiring (or as agreed prior to the period of Hire) or fees will be charged for each hour or part thereof until the same is removed. **The Committee** accepts no responsibility for any property left in **the Facility** either prior to, during or after the hiring. In the case of bazaars, jumble sales and any other occasion when property is brought into the premises for sale, all property remaining unsold at the termination of the hiring will be considered the property of **the Hirer** for the purpose of these conditions.

23. Signage.

The Hirer shall remove any sign, flag, emblem or other decoration displayed by **the Hirer** or agent in **the Facility** if in the opinion of **the Committee** it shall be unseemly or expose **the Facility** to an undue risk of fire or in the opinion of **the Committee**, its agent or the relevant authorities is likely to lead to disturbance or a breach of the peace.

24. Fire Exits.

No fire exits may be blocked; chairs or other obstructions must not be placed in front of heaters or fire appliances removed or tampered with, and fire doors must not be propped open.

25. Lighting.

No additional lights or extension from the existing electric light fittings shall be used without prior consultation and the previous consent of **the Committee**.

26. Stage shows.

Any show involving the use of scenery or the like on stage is subject to the inspection and approval 14 days prior to the engagement by the local Authority and, if appropriate, Fire Brigade. This is the responsibility of **the Hirer** and evidence of such approval must be filed with **the Committee** at least 7 days prior to the event.

27. Capacities.

The maximum number of persons allowed in hall of **the Facility** at any one time is a maximum of 200 standing/dancing or 150 seated at tables or such numbers as may be defined in any Special Terms and Conditions that may apply to the hire or that may be constrained by any Government Regulations then in force at the time of the hire.

28. Smoking.

Smoking is NOT permitted in any part of the Walmer Bridge Village Hall Building at any time or in the immediate vicinity of any entrances or exits.

29. Access

The hall will be opened and closed by a member of **the Committee** or its agent unless by prior arrangement with **the Committee**.

30. Force Majeure

The Committee will not pay **the Hirer** compensation if **the Committee** is unable to perform any of its obligations under these Terms and Conditions for booking in respect of **the Facility** caused by circumstances beyond **the Committee's** reasonable control. These can include but are not limited to adverse weather conditions, natural disasters, fires, floods, explosions, earthquakes, nuclear disasters, insurrection, riots, acts of terrorism, war, government intervention, a change in the law, epidemic and/or pandemic, or some other type of supervening event over which **the Committee** does not have control

31. Changes to Terms and Conditions

No individual member of the Committee can offer variance, exclusion or addition to these Terms and Conditions.