

WILSTEAD VILLAGE HALL TERMS AND CONDITIONS OF HIRE

Wilstead Village Hall is run and maintained by Wilstead Village Hall Management Committee (referred to as WVHMC). These Terms and Conditions of Hire must be read before making a booking request and adhered to at all hirings. These Terms and Conditions of Hire apply to all areas hired within the Village Hall. The Hirer must be a person over 18 years of age.

Smoking of any sort is not permitted in the Village Hall Hours of Opening for Hirers

Please see Wilstead Village Hall Information Document for opening hours.

Only in exceptional circumstances may there be anyone in the Hall outside these times. Failure to comply with this will result in the Hirer being charged double the rate of hire for the extra time, which will be taken from the refundable deposit. Hirers are asked to ensure that the premises are clean and tidy as found, before leaving the premises, otherwise some or all of the deposit will be retained, depending on the state of the Hall.

All breakages must be reported to the Caretaker and may have to be paid for.

Cancellation

If a Hirer cancels a booking with less than seven days' notice, repayment of the hire fee and refundable deposit shall be at the discretion of the WVHMC.

The WVHMC reserves the right to cancel a hiring in the event of:

- (a) The Premises being required for use as a Polling Station for a Parliamentary, Local Government election or by election, or as a result of Council arbitration.
- (b) The Premises being used as an emergency shelter.
- (c) The WVHMC reasonably consider that such a hiring may lead to a breach of legal or statutory requirements, or the taking place of unlawful or unsuitable activities.
- (d) The Hall becomes unfit for the use intended by the Hirer.

In any such case the Hirer shall be entitled to a refund of any hire fee and refundable deposit already paid, but the WVHMC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

Use of Premises

The Hirer shall not use the Hall for any purpose other than that for which the hire has been agreed and shall not sub-hire or allow the Hall to be used in any unlawful way or for any unlawful purpose. The Hirer shall not do anything, or bring into the Hall anything which may endanger or render invalid any insurance policies in respect of the Hall. If using the Stage, for Safety reasons the Hirer must warn all users of its height regarding the danger of falling off.

The Hall must not be left unattended at any time and the Hirer, or authorised representative, is responsible for the whole booking and must be present at all times during the event, until the Caretaker returns to take charge.

Noise

The Hirer must ensure that noise is kept to a minimum on arrival and departure, particularly late at night and early in the morning, and shall also ensure that noise during the Hiring is such as not to cause annoyance to residents in the locality of the Hall or cause injury to any person. The front door, windows and outside doors from the

small hall must be kept closed during music and loud sessions so as not to disturb the neighbours.

The Hirer shall be responsible for ensuring that any activities for children comply with the statutory provisions in force at that time and that only fit and proper persons have access to children whilst children are in the Hall. The use of any electrical music producing equipment must be plugged into the noise limiter on the stage.

Alcohol

The Hall holds a Premises Licence for the sale of alcohol by hirers. Alcohol can only be sold between the hours of

18.00 and 23.00 Monday to Friday

14.00 and 23.00 on a Saturday

19.00 to 22.00 on a Sunday

No alcohol shall be consumed outside the Village Hall building other than in the grassed area at the rear of the Hall. The Hirer shall be responsible for obtaining all such other licences as may be needed for the event. If you have any queries on licensing issues, please contact the Licensing Department of Bedford Borough Council on 01234 267422.

All rules about the selling of alcohol must be adhered to. It is illegal to sell alcohol to anyone under the age of 18 years old.

Insurances

The WVHMC has adequate Public Liability and Buildings and Contents insurance in place to cover its own responsibilities and liabilities. Please be aware that the WVHMC or its insurance company may take steps to recover from the Hirer the cost of any malicious or accidental loss or damage caused. Public Liability cover is not extended to the Hirer's responsibilities and liabilities.

Liability

WVHMC will not accept liability for any loss (including any loss of revenue) or injury sustained by the Hirer or guests attending the function for which the Hall has been hired, unless and only if it is attributable to the WVHMC's negligence or that of its officers or employees.

Indemnity

The Hirer shall indemnify WVHMC against

(a) the cost of repair of any damage done to any part of the Hall, including its immediate surroundings and the contents, which may occur during the Hiring Period as a result of the hiring.

(b) all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the Hall by the Hirer.

Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the Caretaker or WVHMC Secretary as soon as possible and complete the relevant section in the Village

Hall's accident book kept in the main kitchen in the First Aid Kit box. Certain types of accident or injury must be reported on a special form to the Local Authority. The Caretaker or WVHMC Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995. Any failure of equipment situated in the Hall must also be reported as soon as possible.

Public Safety Compliance/Fire Safety

The Hirer shall comply with all conditions and regulations made in respect of the Hall by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with an event which includes public dancing or music or other similar public entertainment or stage plays. This includes the linking of audience chairs and keeping all fire exits clear. The hirer will follow all the fire safety and evacuation advice given by the Caretaker and as listed on the **Wilstead Hall Information** document.

Performances involving danger to the public shall not be given.

Animals

No animals (including birds), except support dogs, are allowed in the Hall, other than for a special event agreed to by the WVHMC. No animals are to enter the kitchens at any time.

Hirer's Equipment

The WVHMC accepts no responsibility for any equipment or other property brought onto or left at the Hall. Equipment must comply with current safety regulations and the Hirer shall ensure that any electrical appliances brought into the Hall and used there are in a safe and good working order.

Safeguarding

It is the responsibility of clubs and commercial hirers to ensure they have the correct safeguarding policies in place. All other hirers must follow the Safeguarding policy of the hall.

Explosives and Flammable Substances

Highly flammable substances shall not be brought into, or used in any portion of the Hall, including the use of portable gas cookers. All combustible decorations (for example sets and props) must be treated with a fire retardant and shall not be erected without the prior consent of the WVHMC.

Gaming, Betting and Lotteries

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.

Rubbish

The hirer will be given up to 3 bags for rubbish (large swing bin 95cm x 38cm) and if any more is produced it is the hirer's responsibility to take it away. ALL food waste and glass bottles MUST be taken away. There is a recycling bin for clean recycling materials and a

bin for recycling materials to be recycled at large stores. There are penalties to pay if this is not followed.

Food

If preparing or serving food, the Hirer shall observe all relevant food safety and health and safety legislation.

Legal

None of the provisions of this Terms and Conditions of Hire Agreement 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 Agreement.

The Terms and Conditions of Hire Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

For further information on these terms and conditions, please see the **Wilstead Hall Information** document.