

## **Conditions for the hire of Kelbrook and Sough Village Hall (“the Hall”)**

The booking of the Hall by the Hirer indicates acceptance of all of the conditions of hire (“the Conditions”). These conditions may not be varied in any way except with the prior written approval of the Chairman of the Committee.

### **1. Definitions and interpretation**

In these Conditions:

- 1.1 terms defined in the agreement to which these Conditions are annexed (‘the Agreement’) have the same respective meanings in these Conditions;
- 1.2 words importing one gender shall be construed as importing any other gender;
- 1.3 words importing the singular shall be construed as importing the plural and vice versa;
- 1.4 references to persons include bodies corporate;
- 1.5 any undertaking by the Hirer not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by another person;
- 1.6 references to ‘the Hall’ save where the context otherwise requires include the ancillary areas that the Hirer is permitted to use pursuant to condition 2;
- 1.7 the headings do not form part of these Conditions and shall not be taken into account in their construction or interpretation;
- 1.8 any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to ‘statute’ includes any regulations or orders made under such statute or statutes.

### **2. Facilities**

- 2.1 The Hire includes use of the foyer and cloakrooms and use of the refreshment facilities in either the Main Hall or the Annex as appropriate
- 2.2 It is the responsibility of the Hirer to set up rooms in the format required prior to the commencement of the Hiring and to return it to a clean, safe and original condition.

### **3. Fee**

- 3.1 The Hirer shall pay the Fee for the Hire in the following installments;
  - 3.1.1 An agreed deposit on submission of the Booking Form (“the Deposit”);
  - 3.1.2 The balance of the Fee shall be payable no later than 7 days prior to the Hire.
- 3.2 The Hirer shall make all payments under this Agreement on the due date by cash or cheque payable to Kelbrook & Sough Village Hall.

### **4. Overstay**

If the Hirer fails to vacate the Hall at the end of the Period of Hiring the Committee shall be entitled to charge or recover from the Hirer as a contract debt due and payable immediately on demand an additional sum in respect of each additional two hour periods during which the Hirer remains and any and all sums representing liability of the Committee to third parties whose period of Hire of the Hall or equipment has been affected by the late occupation of the Hirer.

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### **5. Use**

- 5.1 The Hall and its resources are available to all the community without prejudice or discrimination in respect of age, creed, colour or mobility; the Hall shall however, reserve the right to refuse hire where no responsible adult is identified as the Hirer.
- 5.2 The Hirer shall not use any part of the Hall for any purpose other than the Purpose of the Hiring and for any unlawful purpose or in any unlawful way.
- 5.2 No animals except guide dogs are to be brought into the Hall or allowed to enter the Hall without the consent of the Committee.
- 5.3 The Hirer shall not do anything or bring anything into the Hall or allow anything to be brought into the Hall which may endanger the Hall or render invalid any insurance policies relating to the Hall.

### **6. Electrical equipment**

- 6.1 The Hirer shall not alter, move or in any way interfere with any lighting heating power or other electrical fittings or appliances in the Hall.
- 6.2 The Hirer shall ensure that any electrical appliances brought into the Hall are safe, in good working order, and used in an appropriate manner.

### **7. Supervision**

- 7.1 During the Period of Hiring the Hirer is to be responsible for:
  - 7.1.1 the efficient supervision of the Hall including (without prejudice to the generality of the above):
    - 7.1.1.1 the effective control of children,
    - 7.1.1.2 the orderly and safe admission and departure of persons to and from the Hall,
    - 7.1.1.3 the orderly and safe vacation of the Hall in case of emergency;
  - 7.1.2 the safety of the Hall;
  - 7.1.3 the preservation of good order and decency in the Hall;
  - 7.1.4 ensuring that all doors giving egress from the Hall are left unfastened and unobstructed and immediately available for exit;
  - 7.1.5 ensuring that no obstruction is placed or allowed to remain in any corridor giving access to the Hall or to any fire fighting equipment;
  - 7.1.6 ensuring that no nuisance or annoyance by noise or other means to the occupiers of adjoining property is caused as a direct or indirect result of the Hire of the Hall.

### **8. Decorations and advertising**

- 8.1 The Hirer shall not
  - 8.1.1 Drive any bolts, nails, tacks, screws, bits, pins or other like objects into any part of the Hall nor is any adhesive substance to be attached to it;
  - 8.1.2 Fix any placards or other articles to any part of the Hall;
  - 8.1.3 Use highly inflammable material for decoration or other purposes;
  - 8.1.4 Display inside or outside any part of the Hall posters, boards, signs, flags or other emblems or advertisements without the previous consent of the Committee.

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- 8.2 The Committee reserves the right to remove any permitted posters boards signs flags or other emblems or advertisements which become so dirty or torn as to be untidy or unsightly.

### **9. Prohibited Items**

The Hirer shall not take into the Hall explosive, toxic, hazardous or highly flammable substances.

### **10. Maximum number to be admitted**

The maximum number of persons to be admitted to the function is not to exceed the numbers set out on the Booking Form without the prior written consent of the Committee.

### **11. Statutory requirements**

- 11.1 The Hirer must not do or permit any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Hall or which would or might vitiate in whole or in part any insurance effected in respect of the Hall.
- 11.2 The Hirer must comply with all conditions and regulations made in respect of the Hall including but not limited to those by the fire authority, local authority, local magistrate’s court or otherwise and a copy of these will be supplied to the hirer on request.

### **12. Compliance with The Children Act 1989**

The Hirer shall be responsible for complying with child protection matters whilst the Hall is within the Hirers control.

### **13. Sale of Alcohol**

13.1 The Hirer is to comply with

13.1.1 all conditions in the premises licence for the Hall; and

13.1.2 all instructions provided by the Committee in respect of the premises licence;

13.2 A copy of the premises licence will be supplied to the Hirer on request.

### **14. Licence**

The Hirer must comply with all conditions and stipulations of the Committee’s Performing Right Society Licence and Phonographic Performance Licence for the Hall (so far as the same may be relevant to the function) and a copy of these will be supplied to the Hirer on request.

### **15. Copyright works**

In the use of the Hall the Hirer is not to infringe any copyright or allow any copyright of any third party to be infringed.

### **16. Use of Cameras**

Cameras may be brought into and used inside the Hall for private (but not commercial) purposes provided that no nuisance or annoyance is occasioned.

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### **17. Gambling**

No sweepstake raffle tombola or other form of lottery is to be permitted to take place in the Hall except a lottery which is lawful under the Lotteries and Amusements Act 1976 (as amended) and conducted strictly in accordance with the relevant statutory provisions.

### **18. Food**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

### **19. Smoking**

Smoking is not to be permitted in the Hall

### **20. Expiration of Period of Hiring**

20.1 At the expiration of the Period of Hiring the Hirer is to leave the Hall in a clean and orderly state free of litter, secure and in particular (but without prejudice to the generality of the above) the Hirer is to

20.1.1 empty all bins into black bin bags and place them outside in the bin compound at the right-hand side of the front of the Hall; and

20.1.2 ensure that all lights are turned off;

20.1.3 remove all equipment previously brought in by or on behalf of the Hirer; and

20.1.4 ensure that all any furniture temporarily removed from their usual positions are properly replaced.

20.2 If the Hirer fails to remove its equipment or other items from the Hall at the expiry of its Hire the Committee may at its discretion invoice the Hirer for an additional charge in excess of the Fee for the storage of such items. Items are left at the Hall at the Hirer's own risk.

### **21. Agreement personal to Hirer**

The benefit of the Agreement is personal to the Hirer and not assignable or capable of being sub-hired.

### **22. Damage to Committee property**

The Hirer is to take good care of and not cause any damage to be done to the Hall or to any fittings equipment or other property in the Hall and the Hirer is to indemnify the Committee for all direct, indirect and consequential loss arising from breach of this Condition.

### **23. Injury to persons and loss of property**

23.1 The Committee will not be liable for the death of or injury to any person attending the Hall for the function the subject of the hiring or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death injury or loss is due to the negligence of the Committee.

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- 23.2 The Committee will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the Hall either by the Hirer for his own purposes or by any other person or left or deposited with any officer or employee of the Committee.
- 23.3 The Hirer will indemnify the Committee against all direct, indirect and consequential losses mentioned in this Condition.

### **24. Indemnity**

The Hirer undertakes to indemnify the Committee and hold the Committee harmless from and against and to reimburse the Committee on a full indemnity basis and to keep them so indemnified against all losses, damages, liabilities, costs, claim and expenses including fines and penalties, legal and other professional costs which may be suffered or incurred by the Committee and which arise directly or indirectly from breach of these Conditions.

### **25. Further exclusions of liability**

- 25.1 The Committee will not be liable for any loss due to any breakdown of machinery failure of supply of electricity leakage of water fire government restriction or act of God which may cause the Hall to be temporarily closed or the hiring to be interrupted or cancelled;
- 25.2 The Committee gives no warranty that the Hall is legally or physically fit for any specific purpose.

### **26. Right of entry**

The Committee reserves the right for duly authorised members or officers or employees of the Committee to enter the Hall at any time for any authorised purpose.

### **27. Termination by Hirer**

- 27.1 If the Hirer wishes to cancel the hiring in whole or in part the Hirer must give to the Committee notice to that effect.
- 27.2 If the Hirer is unable to effect an alternative hiring then the deposit may be forfeited;
- 27.3 If the notice under clause 27.1 is given not later than one month prior to the Period of the Hiring and if the Committee is unable to effect an alternative hiring the Committee may charge the Hirer the balance of the Fee.

### **28. Termination by Committee**

- 28.1 The Committee reserves the right to cancel the hiring agreement on 7 days notice in writing to the Hirer, and any Fee paid by the Hirer shall be returned; EXCEPT THAT the Committee may cancel the hiring without 7 days notice if the Hall is
- 28.1.1 rendered unfit for the use for which it has been hired; or
- 28.1.2 required for an emergency, Governmental or any such other business or if the Hall is rendered unusable by any such event as is mentioned in Condition 25.1; and the Hirer shall be entitled to a full refund of any Fee paid but will not otherwise be liable to the Hirer

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### **29. Breach by the Hirer**

29.1 If the Hirer fails to observe and perform any of these Conditions the Committee may:

- 29.1.1 charge to and recover from the Hirer any expenses incurred by the Committee in remedying any such failure including the cost of employing attendants workmen cleaners or other persons as may be appropriate, and
- 29.1.2 cancel the instant or any other hiring of the Hall by the Hirer without incurring any liability to the Hirer for the return of any fee or otherwise.

### **30. Notices**

All notices demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Hirer specified in the Agreement in the case of a notice demand or request to the Hirer and to the Chairman of the Committee at Kelbrook and Sough Village Hall in the case of a notice demand or request to the Committee.

### **31. Amendments**

The Committee may at its discretion and at any time revise the fees for the hire of the Hall and continued instructions from the Hirer post the amendments is deemed acceptance of the new conditions.

### **32. Jurisdiction**

This agreement shall be governed by and construed in accordance with the law of England and each party agrees to submit to the exclusive jurisdiction of the courts of England.

### **33. Force Majeure**

Neither party shall be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

### **34. Waiver**

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

### **35. Severance**

If any term or provision in this agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

### **36. Third Parties**

It is the intention of the parties that no person not a party to this Agreement shall have any rights in relation to it under the Contracts (Rights of Third Parties) Act 1999.

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### **37. No Partnership**

Nothing in this agreement shall be deemed to constitute a partnership between the parties nor constitute any party the agent of the other party.

### **38. Entire Agreement**

This Agreement sets out the entire agreement between the parties in connection with its subject matter and neither party has entered into this Agreement in reliance on any warranty, representation or statement made by the other which is not set out in this Agreement.

Nothing in this Agreement purports to exclude liability for any fraudulent statement or act.