

TERMS & CONDITIONS OF HIRE

By proceeding with your booking you are deemed to have accepted the following terms and conditions for the hire of the hall.

Agreements with the Trustees of Boxford Village Hall (“the Village Hall”) for the hire of Boxford Village Hall 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 have an understanding of the 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 licences.

3. Responsibility of the Hirer

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

- being familiar with, and complying with, the guides provided for the use of the Village Hall
- ensuring that the Premises are kept secure for the duration of the hire
- supervision of the use of the Premises and the care of its fabric and contents
- ensuring that the Premises (including foyer, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish removed from the site at the end of the hire
- 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, and the building secured
- ensuring the maximum number of people is not exceeded
- ensuring that any equipment or decorations or electrical appliances brought onto the Premises and used are certified safe and in good working order, and used in a safe manner (See Clause 16)
- ensuring that no animals (including birds), except assist 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
- ensuring that No animals whatsoever enter the kitchen at any time
- ensuring that No children enter the kitchen at any time
- ensuring the stage (on it or under it) is out of bounds to children at all times (except for special and supervised events previously agreed by the village hall)
- 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
- ensuring that all live music and or discos stop by 23:45

4. Bookings may be refused

The Village Hall booking administrator, on behalf of the trustees, has the right to refuse any booking for whatever reason, including but not limited to:

- concern over potential noise levels and other nuisances, especially to neighbours
- if the Hirer has not got the right licences, policy or insurance in place for the event that they wish to hire the Village Hall for
- if the Hirer has not paid for any pass hire
- If the event is not in keeping with the Village Hall principles.

5. Cancellation

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

6. Payment terms

- For a single booking, payment is taken at time of booking.
- Regular hirers payments are due on the 1st of the month for that month's bookings.

7. Damage waiver (Refundable)

- For a single booking a refundable damage waiver is required before the booking is confirmed.

8. Block bookings

- Hirers requesting repeat bookings on weekend MUST first contact the booking secretary. Weekends are classed as Friday after 6pm Saturday and Sunday.

9. Use of Premises

The Hirer shall not:

- sub-let or use the Premises for any purpose other than that described in their Booking Application
- use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
- allow the use of drugs on the Premises
- allow smoking in the Premises, in the patio area, or in the vicinity of the entrances.

10. Premises Licence and other relevant legislation

The Hirer is responsible for:

- conforming to the terms of the Premises Licence granted to the Village Hall, including, but not limited to, permitted hours for licensable activities (Ref. Licenced Bar T's & C's)
- ensuring that Alcohol is not served to any person under the age of 18 years
- ensuring that no excessive noise occurs, particularly late at night, with a minimum of noise being made by any person on arrival or departure

The Hirer shall ensure that the users:

- do not contravene the law relating to gaming, betting, and lotteries
- comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, stage plays, films, or similar entertainment taking place at the premises

N.B. A breach of this condition may lead to prosecution by the local authority

11. 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.**

12. Indemnity

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

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

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.

13. Insurance

The Hirer is responsible for ensuring that all appropriate insurance has been taken out for the period of the hire such as public liability insurance.

14. 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 which is stored 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.

15. Stored equipment

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 requires a key to all locked storage areas. Stored items must be removed if requested by the Village Hall.

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.

16. No alterations

Decorations may be hung from the ornamental bosses/hooks 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.

17. Interruption of Regular Bookings

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 one month's notice shall be given of such cancellation.

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.

18. 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 majeure* 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:

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

19. 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