

TERMS AND CONDITIONS

This Agreement constituting the Room Hire Booking Form and these Terms and Conditions is made between the Hirer and the Venue. The parties agree that the hiring will be carried out in accordance with this Agreement.

1. Definitions and Interpretation

1.1. The Venue – means Woodlands Community Hall, Larch Road, Headley Down, Bordon, GU35 8AS, Hampshire, England shown edged red on the plan annexed to this agreement. References to the Venue shall include the owners of the Venue, East Hampshire District Council of Penns Place, Petersfield, GU31 4EX.

1.2. The Hirer – means the person and/or organisation as set out on the Room Hire Booking Form.

1.3. The Premises – means the Main Hall/Kitchen/Activity Room at Woodlands Community Hall, Larch Road, Headley Down, Bordon, GU35 8AS, Hampshire set out in the Room Hire Booking Form.

1.4. The Building – means any structures at Woodlands Community Hall, Larch Road, Headley Down, Bordon, GU35 8AS, Hampshire, England shown edged red on the plan annexed to this agreement

1.5. The Amount Due – means the amount excluding VAT that the Hirer is required to pay to the Venue as set out on the Room Hire Booking Form.

1.6. The Period of Hire – means the period set out on the Room Hire Booking Form

1.7 Returnable Security Deposit - means £ 25.00 for daytime sessions/children parties, £100 for evening parties/wedding receptions (depending on session/event at discretion of hall manager)

2. Maximum capacity

2.1. The Hirer will not exceed the maximum capacities for the Premises.

2.2. The maximum capacities are as follows: **Main Hall (60) seated or (60) dancing people, Activity Room 12 people.**

2.3. The Hirer shall ensure that no person under 16 years of age is permitted to enter the kitchen

3. Use of Premises

3.1. The Hirer shall not use the Premises for any purpose other than that described on the Room Hire Booking Form and shall not sub-hire or use or allow the Premises to be used for:

- Any political rallies or demonstrations.
- For purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules.
- For functions attended by people whose presence may cause civil unrest or division within the community.

- To an organisation or individual which has been banned by law.
- Any activity in contravention of the law relating to betting, gaming and lotteries
- Or to do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

3.2 The Venue acting by its employees or officers reserves the right to exclude or eject from the Premises any person, and to cancel any booking where it considers:

- That such events may be contrary to the interest of the general public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.
- The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Venue or harm the reputation of the Venue.
- The Hirer shall ensure that no equipment, goods or other materials are left on the Premises overnight without prior written approval from the Venue.

4. Licences

4.1. The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Venue, its officers, employees and consultants against the consequences of the Hirer's failure to do so.

4.2. The Hirer shall not apply for a Temporary Event Notice without the written permission of the Venue.

4.3. The Hirer shall ensure that at all times during the Hire, they have all permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any authority or person in respect of the event. This includes where required a licence issued by the Performing Rights Society and any copyright permission.

5. Health and Safety Compliance

5.1. The Hirer shall comply with all requests of the Venue's management and staff and must supply any documents requested promptly.

5.2. The Hirer shall be responsible for the health and safety aspects of the use of the Premises during the Period of Hire. The Hirer must carry out a risk assessment for the event (or series of events where applicable). *If requested, a copy of the risk assessment must be supplied to the Venue at least 14 days before the first date of the Period of Hire.*

5.3. The Hirer shall ensure they are familiar with the:

- a. fire alarm points
- b. fire evacuation procedures, routes, refuge point and assembly point
- c. location of first aid kit
- d. location of the accident reporting book

5.4. The Hirer shall:

- a. ensure clear and unobstructed access and regress is maintained to all emergency exits in the Premises
- b. ensure fire doors in the Premises are not propped or left open at any time
- c. familiarise visitors with the position of fire alarm points, fire evacuation routes, fire refuge points and the fire assembly point.

6. Electrical Appliance Safety

6.1. The Hirer shall ensure that any electrical appliances intended to be used by the by the Hirer at the Premises *shall be PAT tested. The Venue reserves the right to request copies of the PAT tests if it deems it appropriate.*

7. Alterations

7.1. The Hirer must not make any alterations to the Premises or any other part of the Premises without the Venue's prior written consent.

8. Food and Drink

8.1. Where food or drink is to be supplied to the public the Hirer or caterer must hold a Basic Food Hygiene Certificate (unless otherwise agreed by the Venue in writing).

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

8.3. If the Hirer wishes to use caterers on the Premises during the Period of Hire, the Hirer must ensure that the caterers comply with all health and hygiene legislations and regulations.

8.4 No intoxicating liquors are permitted to be sold or bought on the Premises.

8.5 No intoxicating liquors shall be brought or consumed on the premises without the prior written consent from the Venue.

9. General regulations

9.1. The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of the Venue) are displayed or offered for sale on the Premises.

9.2. Any items deemed to be of an offensive or inappropriate nature by the Venue shall be removed from display or sale immediately on the request of the Venue.

9.3. Smoking and/or vaping is not permitted in the Building or outside within 10 metres of the building, or any of its outbuildings.. The Hirer shall ensure that there is no smoking and/or vaping at the Premises.

10. Nuisance

10.1. The Hirer must not do or allow anyone attending their hiring to do anything on the Premises which is or may become a nuisance to the Venue or other hirers or to the occupiers of adjoining or neighbouring premises.

10.2. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises and the Building.

10.3. The Hire shall ensure that their event finishes at the date and time stated on Room Hire Booking Form. It is a condition of hire that no loud music can be played after 11pm at the Venue.

11. Children

11.1. The Hirer shall ensure that they have appropriate child protection policies and procedures in place to protect the rights and interests of children where an event involves activities aimed predominantly at children, and/or where events are attended by children.

12. Charges, Confirmation and Cancellation

12.1. The booking will be confirmed upon the completion of the Room Hire Booking Form, the signing and return of these terms and conditions (and payment of the Refundable Security Deposit, if applicable) and on acceptance of the booking by the Venue

12.2. The Venue reserves the right to cancel any booking for any reason. Where a booking is cancelled by the Venue, the Venue shall incur no liability to the Hirer whatsoever.

12.3. Where the booking is cancelled by the Hirer before the first day of their event but not giving the minimum notice period (stated on the Hirer's Room Hire Booking Form) the Amount Due must be paid in full.

12.4 If no notice period is stated on the Hirer's Room Hire Booking Form then a minimum notice period of 72 hours before the start of the event shall apply.

13. End of Hire

13.1. The Hirer shall ensure that the Premises are vacated at the end of the Period of Hire. Any keys given to the Hirer must not be copied or shared and must be returned at the End of Hire.

13.2. The Hirer shall ensure the Premises and surrounding areas are in a clean and tidy condition and all equipment, goods and other materials including rubbish are removed from the Building at the end of the Period of Hire.

13.3. Where the hire includes use of the kitchen the Hirer shall ensure all crockery, utensil, the cooker and fridge are left in a clean and empty condition. A charge of £100.00 shall be payable by the Hirer where the kitchen including any crockery, utensil, the cooker and fridge have not been left in a clean and tidy condition.

13.4. Additional charges may apply where the Hirer fails to comply with clause 17.1 and 17.2.

13.5 The Hirer shall return all furniture and equipment to their original position, secure doors and windows and leave the Premises and surroundings in a clean and tidy condition.

13.6 The Venue will only return any Refundable Security Deposit after inspecting the Building and the Premises to verify that the Hirer has complied with these terms and conditions. The Venue endeavours to return any Returnable Security Deposits within five working days after the End of Hire.

14. Payment and Amount Due

14.1. The Hirer shall make payment of the Amount Due before the start date of the event. Payment must be made on or before the payment date specified on the Hirer's Room Hire Booking Form. If no payment date is specified, the payment must be made to the Venue at least five days before the event start date.

14.2. The Venue reserves the right to recover any late payments and to charge interest at the rate of 4% above the base rate of the Bank of England from time to time on any late payment.

14.3. The details of the Amount Due are set out on the Room Hire Booking Form. . The Venue updates room hire charges from time to time.

15. Insurance

15.1. During the period of the hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify the Venue from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire except where due to the negligence of the Venue or their respective servants or agents.

15.2. The Hirer shall maintain Public Liability Insurance in the sum of not less than £10,000,000, in place for the use of the Premises during the Period of the Hire.

15.3 Where appropriate, the Venue may waive the requirement for Public Liability Insurance or lower the minimum amount in writing at the Venues sole discretion. For the avoidance of doubt any waiver granted under this clause 15.3 does not affect any rights, responsibilities or remedies stipulated in these terms and conditions or implied by statute whatsoever.

16. Data Protection

16.1. Personal data supplied on the Room Hire Booking Form will be held and will be used in accordance with the Data Protection Act 1998 and the UK General Data Protection Regulations for statistical analysis, management, planning and in the provision of services by the Venue and its partners.

17. Care of Premises and Equipment

17.1. The Hirer shall ensure no damage is caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

17.2. The Hirer shall be responsible for any damage caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

17.3 The Venue reserves the right to take any action necessary to ensure that the Hirer rectifies any damage which occurs with their Period of Hire.

18. Loss or damage

18.1. The Venue shall not be liable any loss or damage however caused to the Hirer, persons using the Premises and/or to their property except for death or personal injury caused by negligence on the part of the Venue or its employees or agents; or any matter in respect of which it would be unlawful for the Venue to exclude or restrict liability.

19. Advertising

19.1. No advertising shall be displayed at and/or in the Building without the written permission of the Venue.

19.2. Any artwork or other advertising for the event must be approved by the Venue.

19.3 A charge of £100 shall apply where the Hirer fails to comply with clauses 19.1 and 19.2.

20. General Terms

20.1. The Venue may from time to time amend or add to the Terms and Conditions of Hire in writing. For the avoidance of doubt, writing includes posting of the revised Terms and Conditions on Premises notice boards and/or on the website of the Venue.

20.2. The Hirer shall ensure that their event/hire complies with all relevant legislation and regulations.

20.3. The Hirer shall comply with any instructions issued by the Venue and its staff. Compliance with instructions shall extend to any general rules published for all users of the Premises.

20.4. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

20.5. No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

20.6. This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.