

Vicarage Way, Colnbrook, SL3 ORF – (registered Charity No: 1003725)

## **Colnbrook Village Hall Trust**

## Terms and conditions of hire

- 1. All applications for the hire of all or part of the venue must be made in writing on the booking form and forwarded to the Colnbrook Village Hall bookings officer. The person signing this form shall be deemed as the hirer, who shall be personally responsible for the hire and the proper and full compliance of these terms and conditions. Where a promoting organisation is named, that organisation shall be deemed to be the hirer and shall be jointly and severally liable herein with the person who signs the form.
- 2. The hirer is to meet the Colnbrook Village Hall caretaker at the time the hirer has stated on the booking form. Late arrival would mean that the trustees will have to pay for the additional time for the caretaker. The trustees reserve the right to charge such additional expenditure to the hirer. Conversely if the hirer is late leaving the hall, the sae consequences will apply.
- 3. All hirers must pay the security deposit to reserve their requested booking date and the fee must be received and/or cleared into the Colnbrook Village Hall bank account a minimum of 14 days prior to the date that the hirer requires. Until the deposit is received, the trustees will not reserve the hirers booking date. Should another hirer require that particular date(s) and the deposit is received from that hirer is received, they will secure that particular date. All deposits and fees are to be paid for via bank transfer, cash or cheques (made payable to Colnbrook Village Hall) The booking will not be reserved or confirmed until the cheque has cleared to the Colnbrook Village Hall bank account.
- 4. The premises/venue shall not be used for any other purpose than that stated on the booking form.
- 5. The Colnbrook Village Hall trustees do not accept bookings for birthday parties from the age of 13 (thirteen) through to the age of 21 (twenty-one). If it comes to light that parties in this age group are taking place then the breach of this condition will mean that the event will be cancelled by the Management Committee and your deposit forfeited.
- 6. The village hall's licence does not allow any alcohol to be brought onto the premises and sold or consumed on the premises by people attending the event. All alcohol must be purchased via the licensed bar staff at the Colnbrook Village Hall lounge bar. Breach of this condition will mean that the event will be cancelled by the trustees and your deposit forfeited.

- 7. Our drink & drugs policy is displayed in the foyer notice board and must be adhered to at all times. Breach of this/these condition(s) will mean that the event will be cancelled by the trustees and your deposit forfeited.
- 8. The premises shall not be used for any type of public entertainment of performances requiring the licence of any local or other public authority unless such licence shall have first been obtained by and at the expense of the Hirer unless otherwise permitted or arranged by the trustees who will need sight of any such licences.
- 9. No copyright dramatic or musical performance shall be performed or sung without the licence of the owner of the copyright being obtained by the Hirer who shall indemnify the owner of the hall against any infringement of copyright which may occur during the Hiring.
- 10. The trustees of the premises shall not be responsible for any loss of or damage to any property arising out of the hiring, nor for any loss, damage or injury which may be incurred by, or be done, or happen to any person, or persons resorting to the premises 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 act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the owner against any claim which may arise out of the hiring or which may be made by any person resorting to the premises during the hiring in respect of any such loss, damage or injury.
- 11. The trustees of the village Hall or any person acting as its agent reserves the right to put a stop to any entertainment, function or meeting not properly conducted as per the terms of this agreement.
- 12. The Caretaker or any other employee or agent of the trustees who is in attendance during the whole or any part of the period of the hiring and who performs any service for the Hirer whether or not in relation to anything mentioned in the last foregoing condition shall have deemed to have acted as the servant or agent of and on behalf of the Hirer as if temporarily in his employment.

## **HIRER'S RESPONSIBILITIES:**

(for guidance and not restricting the full responsibilities within these Terms and Conditions of Hire)

- 13. The Hirer shall be solely personally responsible to the trustees for the following matters:
  - a) The conduct of all persons coming into or using the premises as his guest or otherwise in connection with the hiring.
  - b) That all such persons leave the premises by the time the period of hiring expires and do so in a quiet and orderly fashion.
  - c) That no unlicensed gambling gaming or wagering takes place on the premises.
  - d) That no riotous, unlawful, disorderly or unseemly conduct or activity takes place on the premises.
  - e) That no breakage or loss occurs to the premises or to any furniture, fittings or equipment belonging to or in the care of the trustees.
  - f) That he or she or a representative of the hiring body be in charge of and present in the premises at all times when the public are on the premises.
  - g) Ensuring that at the end of the hiring period, that the premises and all such furniture, fittings and equipment are left clean and tidy, and ensure that all appliances are turned off before they leave the Village Hall.
- 14. The Hirer shall be responsible for not allowing any nuisance to be caused to other users of the Village Hall and its neighbours, either by excessive noise or irresponsible behaviour.

- 15. The hire of the hall does not entitle the Hirer to use or enter the premises at any time other than the specific hours for which the Hall is hired, unless specific arrangements have been made with the Booking Secretary.
- 16. The Hirer shall not sublet the Hall or any part thereof except with the permission of the Booking Secretary.
- 17. Property of the Hirer and the Hirer's agents must be removed at the end of the hiring or fees will be charged for each day or part of day until the same is removed. The trustees of the premises accept no responsibility for any property left on the premises after the hiring. The trustees reserve the right to dispose of any such items, the cost of disposal to be the responsibility of the Hirer.
- 18. No bolts, tacks, screws, bits, pins or other like objects shall be driven into any part of the premises including the stage, nor shall any placards or other articles be fixed thereto except with the permission of the trustees.
- 19. No flags or emblems or other decorations shall be displayed outside any part of the premises without the previous consent of the trustees.
- 20. The Hirer shall remove any flag or emblem or other decorations displayed inside the premises if, in the opinion of the trustees, it shall be unseemly or expose the premises to undue risk of fire or, in the opinion of the trustees, is likely to lead to disturbance or breach of the peace.
- 21. All scenery used for stage performances or the like must be fireproofed.
- 22. No exits may be blocked, no chairs or obstructions may be placed in corridors nor may any fire appliances be removed or tampered with.
- 23. No additional lights or extensions from the existing light fittings shall be used without the previous consent of the trustees.
- 24. Hirers must at all times observe the statutory fire regulations which apply to the premises. The use of candles or other naked flame in **any part of the building** is also strictly prohibited (with the exception of candles on a cake, or tea light candles, with explicit consent from the trustees).
- 25. The seating capacity, as follows, is the maximum allowed by the local authority and the Hirer undertakes that this limit will not be exceeded:
  - i. Meeting Room 1. 20
  - ii. Meeting Room 2. 20
  - iii. Bar/Lounge. 40
  - iv. Main Hall. 135 (this can be increased to 200 with certain seating arrangements and with the permission of the Bookings Secretary.)
- 26. In the event of any failure by the Hirer to discharge his responsibilities under the foregoing conditions he shall be solely and personally responsible to the trustees for making good any damage, breakage or loss and for recouping any expense incurred by the trustees in reinstatement, replacement, cleaning or otherwise as a result of the Hirer's said failure. With regards to the

foregoing paragraph a refundable deposit will be added to all accounts and, subject to the conditions being adhered to, will be refunded within 7 (seven) days following the date of the function.

- 27. Unless it is otherwise specifically agreed the Hirer is responsible for providing all such catering and refreshment service (except as in Clause 6 above) and shall as he may need for the purpose of the hiring and for ensuring that all food intended to be consumed on the premises is prepared only in the kitchen and not in any other room, lobby or passage.
- 28. At the end of the hiring the kitchen and its' equipment are to be left in a clean and tidy condition.

## **Cancellation of Bookings:**

29. All cancelled booking must be paid for in full unless cancellation is made more than 14 days before the date of the hire when the deposit will be forfeited or unless the trustees decide otherwise.

The Trustees appreciate there will be exceptional circumstances/occasions whereby a hirer may have to cancel a booking at the last minute and therefore be breach of the terms and conditions of hire. In such cases, the deposit will be returned, but an automatic Admin Fee of 50% of the hire fee will be charged and deducted from the paid hire fee or the deposit (if the hire fee has not been paid). If there is a serious loss of earning to the Village Hall Trust, as a result of the cancellation (i.e. not being able to secure another booking or having previously turned down other potential lucrative hirers) then the full hire fee may be forfeited all together. The decision of Trustees on this matter is final and is not for negotiation.

30. The trustees reserves the right to cancel any booking at short notice upon the terms that the booking fee is refunded in full and that the trustees are not responsible for any loss or inconvenience caused to the Hirer by such cancellation. (Although the right thus reserved to the trustees is absolute and unfettered it is to be understood without creating any contract or warranty that the right will not be ordinarily exercised except in circumstance of emergency beyond the trustees control.)

Please Note: Where the male gender is used within and for the purpose of these terms and conditions or of a hire agreement, it shall represent either the male or female gender, as may be applicable to any agreement or part thereof.

I/We agree to the Terms & Conditions of use as stated and set out above.

Signed Hirer:	Date:
Print Name:	
For office use only:	
Signed on behalf of CVHT :	Date :
Print Name:	
Any additional comments:	