



## **COLNBROOK VILLAGE HALL TRUST**

**Vicarage Way, Colnbrook, SL3 0RF – (registered Charity No: 1003725)**

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### **Terms and conditions of hire for regular hires.**

#### **1. Terms and Conditions of Hire:**

- a) All hires must be confirmed in writing on the official booking form via the Bookings Secretary. The person signing the booking form is personally responsible for the hire and for compliance with 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 signed the booking form.
- b) Hirers must pay the security deposit at the time of booking to secure the hall for the date(s) of their choice. The hall hire charge must be paid in full 14 days before the commencement of the hire. Hires accepted at short notice under 14 days must be paid in full, at the time of booking.
- c) The Trustees will not reserve a specific date for a hirer under any circumstances until such times as both the booking form is completed AND the security deposit has been received.
- d) For regular hires, where a set date and time is required each week, (i.e. Every Monday 11am-4pm) an booking form for the preceding year will be issued by the Bookings Clerk. Requested hire dates will be reviewed on an annual basis and must be agreed by the Bookings Clerk and the Trustees before the bookings are confirmed with the hirer. This will then become the regular hire agreement for the year. It remains the responsibility of the hirer to inform the Bookings Clerk/Trustees of any cancellations or requested changes to their regular day/time (i.e bank holidays, Christmas etc) to avoid any cancellation charges as detailed below.
- e) If a hirer wishes to add additional date(s) to their regular bookings this will be done on a separate booking form on each occasion they request to do so. Any additional dates/times will only be reserved/confirmed when a signed booking form has been received.
- f) The Trusts preferred method of payment is Bank Transfer direct to the halls bank account. Payment can be made by cash if this is not an option. Cheques are accepted as a method of hall hire payment but cannot be used for an event taking place in under 14 days time. Cheques are not accepted as a method of payment for the security deposit. Credit/Debit cards can be used to pay for the deposit and booking directly with the bookings clerk in person at time of booking.
- g) The premises shall not be used for any purpose other than that stated on the booking form.

- h) The Trustees shall not be responsible for any loss or damage to any property arising out of the hiring nor for any loss, damage or injury which may be incurred by any person on the premises during the hiring from any cause whatsoever.
- i) The hirer shall not sublet the hall or any part thereof except with the permission of the Bookings Secretary.
- j) No intoxicants shall be sold or consumed on the premises except with the consent of the Trustees and all alcohol must be purchased via the Village Hall bar.
- k) No illegal drugs or substances referred to as 'legal highs' are allowed on the premises. The Police will be informed in all instances should there be cause for concern.
- l) The Trustees, Caretaker or any person acting as their agent reserves the right to stop any entertainment, function or meeting which is not being conducted properly.
- m) Unless otherwise permitted or arranged by the Trustees, the premises shall not be used for any type of public entertainment or performance requiring the licence of any local or other public authority unless such licences have first been obtained by and at the expense of the hirer. The Caretaker/Trustees, may wish to see sight of these prior to the event happening.
- n) No copyrighted, 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 Trustees against any infringement of copyright which may occur during the hiring.
- o) The hirer shall indemnify the Trustees against any claim which may arise out of the hiring or which may be made by any persons on the premises during the hiring in respect of any such loss, damage or injury.
- p) The Caretaker, or any other employee or agent of the Trustees, who is in attendance during the whole or 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 aforementioned conditions, shall be deemed to have acted as the servant or agent of and on behalf of the hirer as if temporarily in their employment.
- q) If a bar provision is required, this **MUST** be booked via the Bookings Clerk and not directly with the bar staff.
- r) Any requests for special arrangements must be made in writing to the Trustees.

## 2. CANCELLATION OF BOOKING

- a) It is the hirers responsibility to give sufficient notice in writing of any cancellations. Failure to do so will result in a charge relevant to loss of earnings from other bookings and administration costs.

- b) Hirers cancelling with less than 7 days notice will forfeit their deposit unless the event is postponed and re-booked.
- c) The Trustees reserve the right to cancel any bookings 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.
- d) Though the right thus reserved to the Trustees is absolute, it is to be understood that the right will not be exercised except in circumstances of emergency beyond the Trustees control.

### **3. HIRERS RESPONSIBILITIES:**

The hirer shall be solely and personally responsible to the Trustees for the following matters;

- a) Arriving at the hall on time for the commencement of the hire, as agreed on the booking form. The trustees reserve the right to deduct an additional hire payment if the hirer is late leaving the hall, after the agreed time on the signed booking form, of a minimum of 1 hour's additional hire.
- b) The conduct of all persons coming into or using the premises as his guest or otherwise in connection with the hire.
- c) That all persons leave the premises by the time the period of hiring expires and do so in a quiet and orderly fashion. The hirer will be charged for any additional time spent over their booking.
- d) That no unsolicited gambling, gaming or wagering takes place on the premises.
- e) That no riotous, unlawful, disorderly or unseemly conduct or activity takes place on the premises.
- f) 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.
- g) That he or she, or a representative of the hiring body, be in charge of and present in the premises at all times when members of the public are on the premises, including third party suppliers.
- h) Hirers must bring their own bin bags for general rubbish disposal and must remove all their rubbish from the hall. A general waste bin is provided but only sealed/tied bags may be placed in the bin. All other items of general waste are to be removed by the hirer. There is also a recycling bin but only **clean** items as listed on the recycling bin can be placed in it. Under no circumstances must food of any kind be placed in the recycling bin.

#### 4. HIRERS RESPONSIBILITIES AT THE END OF THE HIRE

- i) Leaving the hall at the end of the hire, as agreed on the booking form. The Trustees reserve the right to deduct an additional pro-rata hire payment from the hirers deposit for every 15 minutes that the hirer is late leaving the hall, after the agreed time on the signed booking form. The hirer shall be the last person to leave the hall and not leave any third party supplier on site without supervision.
- j) 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.
- k) The hire of the hall does not entitle the hirer to use or enter the premises at any time other than during the specific hours for which the hall is hired, unless prior arrangements have been made with the Bookings Secretary.
- l) Property of the Hirer and the Hirer's agents must be removed at the end of the hire. The Village Hall Trustees accept no responsibility for any property left on the premises after the hire. The Trustees reserve the right to dispose of any items left on the premises without permission.
- m) No bolts, tacks, screws, bits, pins, sellotape or other like objects shall be driven into any part of the premises including the stage. Event decorations should only be attached to the high level rail in the main hall via blue-tac or pins.
- n) No flags, emblems or other decorations shall be displayed outside any part of the premises without prior consent of the Trustees.
- o) The Hirer shall remove any flags or emblems or any decoration displayed inside the premises if in the opinion of the Trustees it is deemed unseemly, or exposes the premises to undue risk of fire or may lead to a possible disturbance or breach of the peace.
- p) All scenery used for stage performances or the like must be fireproofed, as far as is reasonably practicable.
- q) No exits may be blocked, no chairs or obstructions may be placed in corridors nor any fire appliances removed or tampered with.
- r) No additional lights or extensions from the existing light fittings shall be used without the prior consent of the Trustees.
- s) Hirers at all times must observe the statutory fire regulations which apply to the premises. The use of candles or other naked flames is strictly prohibited unless housed in a suitable fireproof container.
- t) Any hirers hiring event equipment must ensure that the company concerned carries public liability insurance and a copy of their insurance schedule must be emailed to the Bookings Secretary prior to the hire.

- u) All 3<sup>rd</sup> party equipment being brought onto the premises must be certified and/or PAT tested as required.
- v) The following seating capacities are the maximum allowed by the local authority and the hirer undertakes that these limits will not be exceeded.
  - i) Meeting Rooms 1 & 2 – 20 people each room
  - ii) Bar/Lounge – 40 people
  - iii) Main hall – 135 people. This can be increased to 200 with certain seating arrangements and with the permission of the Booking Secretary.
  - iv) The buildings capacity is 200 people.
- w) In the event of any failure of the hirer to discharge their responsibilities under these Terms and Conditions, the hirer shall solely and personally be responsible to the Trustees for making good any damage, breakage or loss and for recouping any expenses incurred by the Trustees in reinstatement, replacement, cleaning or otherwise as a result of the hirers said failure.
- x) With regard 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 days following the date of the function.
- y) Unless it is otherwise specifically agreed the hirer is responsible for providing all catering and refreshment services, as required for the purposes of the hire, 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. At the end of the hiring the kitchen and its said equipment, the hall and all other rooms hired are to be left in a clean and tidy state. If the hall is not left clean and tidy, an additional fee will be charged of £25 per hour of additional cleaning required, with a minimum of one hour.

The Trustees reserve the right to alter these Terms and Conditions at any time.

Declaration:

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: \_\_\_\_\_