

Managed by “The Eastchurch Village Hall” Registered Charity Number
302730

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TERMS AND CONDITIONS OF HIRE

“Hall” refers to the Eastchurch Village Hall. “The Trust” refers to the Eastchurch Village Hall charity and “Trustees” refers to the Trustees of Eastchurch Village Hall.

For any queries regarding these Terms and Conditions, e-mail: info@eastchurchvillagehall.org.uk

1. GENERAL

- a) The Trustees reserve the right to suspend any activity in the Hall without notice.
- b) The Trustees may decide to close the Hall at times when severe weather threatens or is likely to threaten the safety of people planning to travel to the Hall. A minimum of two working hours’ notice will be given to hirers in these circumstances.
- c) The premises are insured for Employers Liability up to £10,000,000 for any one event and Public and Products Liability up to £5,000,000 for all claims in the aggregate during one period of insurance.

2. BOOKINGS

- a) The Trustees will only accept bookings from persons 18 years of age and over. No sub-letting of hiring is allowed.
- b) Times booked must include enough time for set-up and clear-up. Any extra time taken for clear-up will be charged for.
- d) All hirers (including event musicians and caterers) must vacate the Hall by the time specified on the booking form/invoice.
- e) The Trustees reserves the right to refuse any application for the hire of the Hall and does not have to give any reasons.
- f) The Trustees will not normally accept bookings for birthday parties of ages 13-20 or for any other teenage parties. Hirers can appeal to the Trustees to obtain one-off permission subject to further discussion and extended conditions. IF ONE-OFF PERMISSION WERE GRANTED, THERE WOULD HAVE TO BE ONE OVER 21 ADULT TO EVERY FIVE TEENAGERS, AND THE HIRER WOULD HAVE TO UNDERTAKE TO PROVIDE A SECURITY PLAN AND SECURITY GUARANTEE.
- g) The Trustees will only consider booking enquiries made via the website.
- h) The Trustees will only accept bookings after being confirmed by the hirer.
- i) When confirmation is received, the Trustees will send an email invoice via the online booking system.
- j) On receipt of the invoice, a booking deposit and Condition Bond will be payable by the hirer (see below) to secure the booking.
- k) Bookings for regular hirers will be carried out using the same process for all hirers.
- l) It shall be up to the Trustees to decide whether a hirer qualifies as a regular hirer.

3. FEES, CHARGES, PAYMENTS

- a) Standard prices are published on the website at the time of booking, including a refundable deposit and a Condition Bond.
- b) Residents of Eastchurch Parish, Charities, and not-for-profit organisations can apply for discounts which are at the discretion of the Trustees.

- c) A booking deposit and Condition Bond are payable on issue of the hire invoice to secure a booking.
- d) The remaining balance will be payable at least 7 days prior to the hirer's event.
- e) It is at the discretion of the Trustees to cancel a hirer's event if fees and charges have not been paid on time.
- f) Hiring shall only take place when the hiring fees and charges have been paid in full in advance.

4. CANCELLATIONS

- a. If a hirer cancels their booking less than 7 days before their event, then the Condition Bond will be refunded but no other payments will be refunded except at the discretion of the Trustees.
- b. If a hirer cancels their booking 7 days or more before but less than 14 days, then the Condition Bond will be refunded and payments other than the deposit will be refunded. The deposit will not be refunded except at the discretion of the Trustees.
- c. If a hirer cancels their booking 14 days or more before then the Condition Bond and all other payments will be refunded.

5. LIABILITY

- a) The Trustees are not liable to any party for damage to or loss, theft or removal of any property arising out of the hiring OR for any loss, damage or injury arising from any cause whatsoever or for any loss due to machinery breakdown, electricity failure, leakage of water, fire, Government restriction, industrial action or Act of God, which may cause the Hall to be temporarily closed, or the hiring to be interrupted.
- b) The Trustees will not be liable for any loss or damage to hirer's payments or equipment from closure of the Hall due to severe weather.
- c) In the event that the Hall is closed by the Trustees due to severe weather it is at the discretion of the Trustees whether to refund the hirer's payments.
- d) The hirer shall indemnify the Trustees and all their agents and servants from and against claims, actions, demands and proceedings in respect of damage, injury, loss theft or removal or any loss sustained by any person in consequence thereof if caused by the negligence of the hirer or deemed reasonably to be within the control of the hirer.
- e) If a legal claim is made against the Trustees due to an issue arising from a booking, the maximum amount the Trustees will be liable for is the cost of hiring the Hall for a single day, regardless of the severity of the claim.

6. BEFORE THE HIRE / PREPARATION

- a. The Hirer should bring sufficient black sacks for clear up. The hall does not provide black sacks other than in litter bins.
- b. If babies are expected to be at the event, hirer or parent(s) should bring hazardous waste nappy sacks. The Hall does not provide nappy sacks.
- c. Casual (non-regular) hirers will meet a Hall representative who will let them in to the Hall.

7. SETUP

- a) The Hall is strictly a no-smoking and no-vaping venue in all internal locations. There are smoking/vaping areas outside but NOT inside the hall.
- b) Fire alarm and smoke detectors are fitted in the Hall and can be activated by smoke generators and associated equipment. NO SMOKE MACHINES OR BARBECUES OR ANY OTHER DEVICES ARE ALLOWED IN THE HALL THAT MIGHT TRIGGER FIRE ALARMS. SMOKE ALARMS MUST NOT BE COVERED. IF SMOKE ALARMS ARE COVERED, LEGAL ACTION MAY BE TAKEN. If activated, hirers will be charged a call-out fee for resetting the alarm systems. It is the responsibility of the hirers to ensure that disco personnel, musicians, and caterers are made aware of this.

- c) No decorations or equipment of any kind should be attached to the fabric of the Hall. Hooks and pin-boards have been provided for hirer's use when putting up decorations or notices, but all must be taken down after the event, including all tacks, pins, and string.
- d) Use of blu-tack is NOT allowed other than on glass.
- e) Use of pins, drawing pins, tacks, is NOT allowed other than on designated pin boards. Use of staples, Sellotape, or gaffer tape is NOT allowed ANYWHERE.

8. DURING THE EVENT

- a. The Hall is strictly a no-smoking and no-vaping venue in all internal locations. There are smoking/vaping areas outside but NOT inside the hall.
- b. The hirer is responsible for the security of the Hall and the health and safety of everyone in the hired and associated areas during the time booked.
- c. The hirer shall not under any circumstances leave the Hall open and unattended during that time.
- d. The hirer shall not permit any drunken or disorderly person to enter or remain in hired or associated areas and will make arrangements for them to be escorted out of the Hall.
- e. The hirer is responsible for all incidents and attendees in those parts of the Hall being hired or any associated areas during the times booked.
- f. No copyright work should be performed in the Hall without the consent of the copyright owner. The Trustees will not be liable for any claims, demands, actions and proceedings arising out of any infringement of copyright or the unauthorised playing or use of any recording apparatus occurring during the hiring.

9. CLEARUP/VACATING CHECK LIST ALL CLEANING MUST BE COMPLETED AND PREMISES VACATED BY HIRERS BY THE END OF THEIR HIRE PERIOD, WHICH IS MIDNIGHT AT THE LATEST.

- a) The hirer is responsible for any damage to the Hall's premises, furniture and fittings that are part of the agreed hire. The Trustees may deduct monies from the hirer's Condition Bond to cover any damage, or any additional cleaning inside or outside, or misuse of the premises, or for overstaying their hire period. The Hirer is responsible for the premises being left "as found" including;
 - i. ensuring ALL MUSIC STOPS BY 11:45 PM
 - ii. wiping tables, folding/storing tables and chairs in the proper way on trolleys in the table store area without blocking fire exits or the kitchen door
 - iii. removing all decorations from areas used, foyer, kitchen & toilets and ensuring all fixings removed
 - iv. picking up litter and bottles from areas used, including foyer, kitchen, & toilets, and removal of all waste from the site
 - v. Picking up any loose tissue in toilets
 - vi. Emptying internal bins, litter, rubbish, rubbish sacks and removal of all waste from the site
 - vii. Mopping up all spilled liquids in areas used, including in foyer, kitchen and toilets. The mops and buckets are colour coded so that the general, kitchen and toilet mops are not used in the wrong areas. Colours are as follows (for mop/bucket/cloths):
 - Red – Toilets only
 - Yellow – Kitchen area only
 - Blue – General area only
 - viii. Cleaning microwave(s) if used.
 - ix. If locking up, check doors and windows throughout the building are closed and secured, all lights are switched off (some fire exit lights, and toilet lights remain on)
 - x. If keys are lost by hirer, the Trustees reserve the right to change locks and recover costs from the hirer.
 - xi. At the end of the hiring, if no Hall representative is available then the keys should be returned to the key safe.

10. WIFI – ACCEPTABLE USE

- a) Use of the hall Wi-Fi must comply with all terms and conditions presented at the time of connecting to the service. In particular hirers, their guests and other service providers must not use the Wi-Fi for any illegal purposes.
- b) The Trustees do not guarantee that the Wi-Fi will always be available.
 - a. Use of the Wi-Fi is entirely at the hirer's risk and the Trustees cannot accept any liability.
- c) There is no warranty for the Wi-Fi service. The Wi-Fi service is provided “as is” without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the Wi-Fi service is with the hirer.
- d) The following conditions are imposed on the Trustees by the supplier of the Wi-Fi service (BT) so are hereby passed on to the hirer: The hirer represents and warrants that they and/or their guests and suppliers will not use the Wi-Fi for any information or material which:
 - i. infringes the rights of any third party including without limitation, copyright, moral rights, right of privacy, rights in performances, image rights or restrictive covenant.
 - ii. is offensive, abusive, indecent, defamatory, obscene or menacing or in breach of confidence or illegal or the accessing, holding, transmitting or supplying of which would be a criminal offence or otherwise unlawful; and
 - iii. causes annoyance, inconvenience or needless anxiety.

11. EQUIPMENT STORAGE – REGULAR HIRERS

- a) Regular hirers may enquire to the Trustees about the possibility of leaving equipment in designated storage place(s) on site. The Trustees reserves the right to refuse any such request and does not have to give any reasons. Where such an arrangement is agreed to by the Trustees:
- b. The hirer agrees that only equipment related to their use of the Hall is to be stored in the storage spaces and/or storage containers. The hirer also agrees that nothing will be stored that is illegal, dangerous, hazardous or that could cause inconvenience for other hall users. Any other materials must be approved by the Trustees.
- c. The Hirer is responsible for ensuring that all items stored are insured, maintained, and secured. The Trustees accept no liability for any damage or loss of items stored on its premises.
- d. Access to the storage by the hirer will only available during the times that the hall is hired by the Hirer, unless agreed to in advance. In particular, there must be no access that interferes with or disrupts other hirers.
- e. The hirer agrees to pay in advance whatever fees have been agreed with the Trustees for their use of the storage.