

# EMERSONS GREEN VILLAGE HALL

## TERMS AND CONDITIONS OF HIRE



### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In these Terms:

“Additional Charges” means any additional sums payable under these Terms, including (without limitation) deposits, administration fees, cleaning charges, damage costs, late payment charges and overrun charges.

“Booking Deposit” means the non-refundable deposit equal to 25% of the total hire fee.

“Charity” means an organisation registered with a UK charity regulator or otherwise demonstrating charitable aims to our reasonable satisfaction.

“Clear Day” means excluding the day notice is given and the day of the event.

“Day” means a Clear Day.

“EGVH”, “we”, “us”, “our” means Emersons Green Village Hall, including its trustees, employees, volunteers and authorised representatives.

“Hall Care Deposit” means the refundable damage deposit of £50.

“Hirer”, “you”, “your” means the individual or organisation named on the booking form and includes their employees, contractors, agents and guests.

“Month” means a calendar month.

“Operational Staff” means employees, workers and volunteers authorised to act on behalf of EGVH.

“Regular Hire” means bookings occurring weekly, monthly, bi-monthly or quarterly for a rolling minimum period of 12 months.

“Rolling Period” means a period calculated by reference to the next 12 months at any given time.

“Standard Booking Pack (SBP)” means the documents provided to you during the booking

process, including these Terms.

“Working Day” means Monday to Friday excluding English Bank Holidays.

## 1.2 Interpretation

The singular includes the plural and vice versa.

References to one gender include all genders.

Clause headings do not affect interpretation.

## 2. LEGAL EFFECT

2.1 These Terms form part of the legally binding contract between you and EGVH.

2.2 The contract consists of:

- (a) These Terms;
- (b) The contractual sections of the SBP;
- (c) The completed booking form;
- (d) Any written variations agreed by both parties.

2.3 If any provision is held unenforceable, the remaining provisions remain in force.

2.4 These Terms are governed by English law. The English courts have exclusive jurisdiction.

## 3. LIABILITY

3.1 Nothing in these Terms limits or excludes liability for:

- (a) Death or personal injury caused by negligence;
- (b) Fraud or fraudulent misrepresentation;
- (c) Any liability which cannot lawfully be excluded.

3.2 Subject to Clause 3.1:

- (a) EGVH shall not be liable for indirect or consequential loss, loss of profit, business or reputation.
- (b) Our total liability shall not exceed the total hire fee paid.

3.3 Authorised staff may enter hired spaces at any time for operational, safety or safeguarding reasons.

## 4. AMENDMENTS TO TERMS

4.1 We may amend these Terms from time to time.

4.2 Amendments do not affect confirmed bookings unless required for legal or safety reasons.

4.3 Existing bookings remain subject to the Terms in force at the time of booking confirmation.

## **5. BOOKING PROCESS**

5.1 A contract is formed only when written confirmation is issued and the Booking Deposit is paid.

5.2 Amendments are only valid if agreed in writing.

5.3 Start and finish times cannot be amended on the day of hire and must include set up and clear away time

5.4 You are only allowed access to the hired room during the period specified on the booking form unless previously agreed with EGVH.

## **6. FEES, DEPOSITS AND PAYMENT**

6.1 A non-refundable Booking Deposit of 25% is required.

6.2 The remaining balance and Hall Care Deposit must be paid within 30 days of booking request or no later than 14 days before the event, whichever is sooner.

6.3 Failure to pay may result in cancellation, retention of deposits and refusal of access.

## **7. CANCELLATION BY YOU**

7.1 All cancellation requests must be submitted in writing.

7.2 Cancellation charges apply as follows:

More than 28 days:	100% refund less Booking Deposit
14-27 days:	75% refund less Booking Deposit
7-13 days:	50% refund less Booking Deposit
Less than 7 days:	No refund

7.3 The Booking Deposit is always retained.

## **8. CANCELLATION BY EGVH**

8.1 We may cancel for breach, non-payment, operational issues or Force Majeure.

8.2 Refunds:

(a) Breach or non-payment: No refund.

- (b) Operational issues: Full refund.
- (c) Force Majeure: Refund limited to sums paid.

## **9. FORCE MAJEURE**

9.1 Events beyond reasonable control including fire, flood, pandemic, government restrictions, terrorism, power failure or utility failure.

9.2 Liability limited to refund of monies paid.

## **10. HALL CARE DEPOSIT**

10.1 Refundable within 10 Working Days if no damage.

10.2 Damage costs exceeding deposit remain payable.

## **11. REFUSAL OF ENTRY**

11.1 We may refuse entry or terminate booking for abusive, aggressive or unlawful behaviour.

11.2 No refund will be given in such circumstances.

## **12. HIRER OBLIGATIONS**

12.1 You must comply with all laws, obtain licenses (i.e. Music license) and insurance (£5m public liability), supervise attendees, adhere to occupancy limits, and follow staff instructions.

12.2 Any electrical equipment that will be plugged into EGVH sockets is to be in date for PAT testing. You will provide copies of the PAT testing as requested by EGVH staff, volunteers or Trustees.

## **13. OUR OBLIGATIONS**

We will provide the facilities as confirmed and maintain reasonable cleanliness and staffing.

## **14. DATA PROTECTION**

Personal data will be processed in accordance with our Privacy Policy.

## **15. COMPLAINTS**

Complaints should be directed to the Hall and Event Manager.