

1. Introduction

The hire of Lands Village Hall Trust premises is subject to the terms and conditions in this hire agreement.

Trust: The Lands Village Hall Trust and its Association, including its Executive Committee and Management Committee.

Hirer: The individual personally responsible for the hire of the hall on behalf of a person, group, or organisation. The hirer must be at least 18 years old when making the booking.

Point of Contact: An Officer of the Trust, or other official appointed by the Trust, to oversee the booking on behalf of the Trust.

2. Hiring our facilities

All bookings to hire the Trust's facilities are subject to the consent of its Executive Committee. The Executive Committee, its officers, or any other official of the Trust may refuse a booking. These officials may cancel a booking at any time if the premises:

- must be made available as a Polling Station;
- is rendered unfit for the intended use; or,
- is deemed unsafe for any other reason.

The Trust and its officials are not liable for losses resulting from such action.

Priorities

The Trust gives priority to bookings in the following order:

- pre-booked events, meetings, and bookings;
- the Trust, its Association, or its constitutional bodies;

- the Association's Sections and groups;
- organisations affiliated with the Association;
- individual members of the Association;
- residential non-members of the Association; and,
- non-residential non-members, individuals and organisations.

If several requests conflict, the Trust will determine the preferred hirer using this list. The Trust attempts to honour all requests wherever possible.

Maximum capacity

The hall has a maximum capacity of 80 seated, or 120 standing. The maximum capacity includes speakers, helpers, volunteers and performers. Under no circumstances must the maximum capacity be exceeded. Depending on the type of use and the hall's configuration, the event capacity may be less than the maximum capacity.

Safety requirements

During a booking, the hirer and users must not do anything that could endanger the users, building, or damage the building's contents. In general, this includes:

- not obstructing gangways, exits, and emergency exits, which must be kept clear and available for use;
- fire fighting equipment must be kept in its proper place and only used for its intended purpose;
- the hirer is responsible for calling the Fire Brigade and the Trust's Point of Contact for any emergency. The hirer must provide details of the incident;
- The hirer must not give dangerous performances;
- all requests and demands of the Trust's officials must be complied with;
- highly flammable substances must not be brought into or used on the premises, and the hirer must obtain written consent from the Trust to use combustible decorations;

- the hirer must not use unauthorised heating appliances on the premises;
- the Trust will provide a First Aid box for use. The hirer must inform their Point of Contact if the First Aid box has been used and provide any necessary paperwork, such as an Accident Book record;
- all electrical equipment brought onto the premises for use by the hirer must comply with the ***Electricity at Work Regulations, 1989***. The Trust may not be held liable by the hirer or their attendees for any claims or costs arising from use of such equipment and the Trust may require evidence of testing.

3. Hirer's responsibilities

The hirer is the responsible person for the entire period of the booking. The hirer must remain on the premises for the whole booking period (except if required to evacuate for safety reasons).

The hirer must not be engaged in any activity that prevents them from exercising general supervision of their hire. The hirer is responsible for any loss or damage, however caused. We advise the hirer to ensure any subcontractors have adequate public liability insurance for their equipment, actions, and responsibilities. The hirer should consider obtaining sufficient insurance to cover themselves in the event of an incident.

The hirer must provide at least two marshals on duty at all times if the booking is for public entertainment or any event that reasonably expects to accommodate more than 49 people. Marshals are responsible adults (over 18 years old) capable of maintaining order and safety.

All people on duty must have a safety briefing and know the evacuation routes, procedures, alarms, and location of emergency equipment. The Point of Contact will brief the hirer at the beginning of their first booking. If the hirer feels unsure of this information, they must request a refresh.

Under no circumstances must the hall be left insecure, open, or unattended before, during or after an event. The hirer may, by prior agreement, have keys so they can lock the hall after their booking if they finish early. In this case, the hirer must arrange to return the keys to their Point of Contact within 24 hours of the end of their booking (failure to do so may result in costs and charges for changing the locks).

Licensed events

The hirer may not hire the premises for events with the serving, sale or consumption of alcohol without the prior written consent of the Trust's Executive Committee. The hirer must apply for, and receive, a suitable license for the purpose before their booking. In all cases, the license application must elapse in good time before the event, and the hirer must provide evidence to the Trust that the application completed successfully. The Trust may request the evidence of the application and consents or licenses obtained. The hirer is responsible for any unauthorised alcohol on any part of the premises.

Food and non-alcoholic drink

The hirer may bring food and non-alcoholic drinks onto the premises for preparation and consumption if the Trust is not providing catering services for their event. The hirer is responsible for removing all food waste from the premises at the end of their booking. The hirer must leave the premises clean and tidy.

Betting, gaming and lotteries

The hirer is responsible for ensuring that all activities conducted in the hall during their hire abides by relevant legislation.

Recorded music licence

The hirer is responsible for checking whether they require a license from Performing Rights Society (PRS) and/or Phonographic Performances Ltd (PPL).

If required, the hirer is responsible for obtaining any such licenses and to pay any dues under such licenses when demanded. The hirer indemnifies the Trust against such costs.

Hirer's and user's property

Nothing may be left or stored in the hall without the prior written consent of the Point of Contact. The Trust's Management Committee reserves the right to

dispose of any items left in the hall and not collected after one week. Where there is a cost for such disposal, the Trust will invoice the hirer for this.

The Trust does not accept responsibility for loss, theft, or damage to any hirer's or user's property or effects while on the premises or left in a vehicle parked in the car park.

Parking

The owner accepts all risks for parking a vehicle on the premises. The car park is not available for overnight use, and vehicles must not obstruct the entrance to or exits from the premises or play area. Unauthorised or obstructive vehicles are subject to clamping or removal at the owner's cost.

Nuisance

The hirer must remove all litter left in and around the premises at the end of their booking. Except for guide, or support, dogs, animals are only permitted on the premises by prior permission of the Point of Contact. Any animal allowed into the hall must be well behaved, trained and supervised at all times; dogs must be on a lead and any mess must be cleaned before the end of the hire.

Hirers and organisers are responsible for ensuring that events and functions do not cause a nuisance or inconvenience to nearby residents and properties.

4. Cancellation

The Trust may charge the hirer a cancellation fee of 50% of the booking fee if they fail to provide sufficient notice. The notice must arrive at least 48 hours before the start of the booking. If no cancellation is received, or if the hirer does not turn up for a pre-arranged booking, they will be liable for the total booking fee. The hirer is liable for all charges and costs incurred by the Trust when cancelling, such as:

- catering;
- cleaning;
- sanitisation before booking (e.g., COVID-19 safety requirements);

- hired entertainment and activities;
- licenses; and,
- administration conducted specifically for the booking.

When the Trust closes the premises for health and safety, emergency, or other unforeseen circumstances, the Trust may provide a full refund or a free session at its discretion.

5. Availability

Equal opportunities

The premises are available to the whole community, regardless of race, gender, sexual orientation, age, disability, religious or political beliefs, or marital status. Individuals may be excluded from hiring or using the premises if the Trust's Management Committee has deemed them to be unsuitable or irresponsible.

Hirers must not exclude any section of the community from activities unless there are clear and logical reasons for doing so agreed with the Trust's Executive Officers in advance.

6. Legal basis

This agreement applies from the time of booking and remains in force until two months after completion of the last booking. The Trust reserves the right to change the conditions of this agreement at any time.

The agreement is founded in English law and is enforceable through the law courts of England and Wales.

If a law court finds any clause of this agreement is unenforceable, the remainder of the agreement will remain enforced.

7. Signature

Signed and dated by the hirer.

Signature:

Printed name:

Date:

Name of organisation/group:
