

# TERMS AND CONDITIONS OF HIRE

## APPLICATIONS

1. Bookings must be made On Line, or by Booking Form, and sent to the Booking Secretary.
2. Customers who have not booked the hall before, must complete a booking form, even when booking with the on-line process. Bookings will only be confirmed when the Bookings Secretary receives the completed form.
3. The person making the booking is the hirer.
4. Applicants must be 21 years of age and over.
5. An application is accepted only when the Booking Secretary sends confirmation.
6. The hirer may not sublet.

## TERMS OF PAYMENT

1. The deposit is to be paid at the time of booking.
2. The balance is due within 4 weeks of the booked date.
3. If the booking is made within 4 weeks of the date to be booked, the deposit and balance must be paid at time of booking.
4. If the booking is cancelled by the hirer within 4 weeks the deposit will be retained.
5. If the application is not granted by the Booking Secretary, all money will be refunded.
6. The deposit will be returned in full when the hall has been inspected after the event, if there is no damage, or loss, or extra cleaning required, and if the Terms and Conditions of Hire have been complied with. Additional further charges will be made if necessary due to excessive damage or additional work being necessary which is not covered by the deposit. (See Addendum)

## RIGHT TO TERMINATE

1. The Management Committee reserve the right by notice to the hirer to terminate the agreement, giving as much notice as possible? The booking deposit, or whole of the charge will be returned.
2. The Management Committee shall not be liable in damages in respect of their actions, nor be under any liability to the hirer for any loss sustained by reason of termination.

## LICENSABLE ACTIVITIES

1. The Hall is a licensed premises as defined by the Licensing Act 2003, and is licensed for the following activities:

Plays

Films

Indoor sporting events

Live music

Recorded music

Dancing

2. The hirer must comply with the following:

i) **ALCOHOL CONSUMPTION. WE ARE NOT LICENSED FOR THE SALE OF ALCOHOL**, but you are

allowed to give alcohol to your guests free of charge. For the sale of alcohol on the premises the hirer must apply for a Temporary Event Notice (TEN) from Wokingham Council. A copy of the TEN must be shown to the Booking Secretary prior to the date of hire and must be displayed during the event

ii) No alcohol may be consumed by anyone under the age of 18.

iii) Alcohol can only be consumed between the hours of 11.00 am and 23.30. The bar must close at 23.30 as the Hall must be tidied and vacated by midnight.

### **SPECIAL CONDITIONS OF LETTING**

1. No smoking in any part of the building at any time.
2. No music to be played after 12.00 midnight.
3. No article of an inflammable (eg. candles) or explosive nature may be brought into the hall at any time.
4. Cooking or heating of food inside the building must only be done using the hall's own kitchen equipment.
5. No unauthorised heating appliances may be brought into the hall.
6. No illegal drugs may be brought into the premises.
7. The hirer shall ensure that alcohol is not served to anyone under 18.
8. People displaying drunk or disorderly behaviour will be asked to leave the premises.
9. Hirers must leave the premises in a clean and serviceable state, with all furniture, crockery and cutlery returned to their original positions.
10. All rubbish must be taken away and not left on the premises.
11. All vehicles are parked in the hall car park at the owner's risk.
12. The Management Committee accepts no responsibility for articles left on the premises.

### **FOOD AND CATERING**

1. All users must observe all relevant food, health and hygiene precautions in the preparing and serving of food.
2. It is the hirer's responsibility to inform all caterers to comply with the conditions of the hall.

### **HEALTH AND SAFETY**

1. The hirer must comply with the hall's Health and Safety Policy and Fire Risk Assessment.
2. The hirer must know:

#### **ACTION TO BE TAKEN IN THE EVENT OF FIRE:**

Evacuate the building and call the Fire Brigade.

The escape routes and the need to keep them clear.

Methods of opening the escape door fastenings.

The location and use of fire equipment.

The importance of closing all internal fire doors in the event of a fire.

### **STATUTORY OBLIGATIONS**

In every letting there is an implied undertaking with the Management Committee to observe and perform all statutory provisions and regulations imposed by the Local Government applicable to any hiring, and to indemnify the Management Committee and their officers from all penalties, damages, costs which may incur in consequence of any breach or default in complying with any such provisions, regulations and conditions.

### **RESPONSIBLE PERSON IN CHARGE**

1. The hirer, or responsible person nominated by the hirer whose name has been entered on the Booking Form shall be present and in charge of the premises at all times during the hire period.
2. They must ensure that there are sufficient attendants for the purposes of safety and security.

#### **RIGHT OF ENTRY BY THE MANAGEMENT COMMITTEE**

The members of the Management Committee and any authorised officer of the Committee shall at any time during the hiring have free entry to the premises. Instructions must be given by the hirer for their admission.

#### **INDEMNITY AGAINST CLAIMS**

The hirer shall indemnify the Management Committee against all claims, demands, actions and proceedings in the respect of death or injury or any personal loss of or damage to property during the period of hire.

#### **ADDENDUM**

##### **PENALTIES FOR LEAVING THE HALL UNTIDY OR DAMAGED**

1. £15 an hour extra cleaning charge will be deducted if the Hall is not left clean and tidy.
2. £20 will be deducted if rubbish is left on the premises.
3. An amount will be deducted for any damage caused – at the Committee's discretion.
4. In the event of a cancellation within 4 weeks of the event, the deposit will be retained.

**OCTOBER 2018**