

YEALAND VILLAGE HALL

REGISTERED CHARITY NO. 521361

FOOTERAN LANE,

YEALAND REDMAYNE

LANCASHIRE LA5 9SU

BOOKING TERMS AND CONDITIONS

Booking the Venue constitutes an agreement made between the Hirer and the Venue. The parties agree that the hiring will be carried out in accordance with this Agreement

Terms and conditions will be available at www.yealandvillagehall.org.uk

The Venue may from time to time amend or add to the Terms and Conditions of Hire in writing.

1. Definitions and Interpretation

1.1 The Venue – means Yealand Village Hall and/or its Trustees

1.2 The Hirer – means the person or organisation hiring the venue and making the booking. The hirer shall be a person over the age of 18

1.3 The Premises – means the Hall Kitchen and Toilets of Yealand Village Hall

1.4 The Charges – means the amount that the Hirer is required to pay to the Venue as set out on the Village Hall website.

1.5 The Period of Hire – means the period set out on the Booking Form (or varied in agreement with the booking secretary).

2. Venue Capacity

2.1 The Hirer shall not exceed the maximum capacity in the building which is **90** persons.

3. Use of Premises

3.1 The Hirer shall not use the Premises for any purpose other than that described on the Booking Form and shall not sub-hire or use or allow the Premises to be used for:

3.1.1 Any political rallies or demonstrations

3.1.2 For purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules.

3.1.3 For functions attended by people whose presence may cause civil unrest or division within the community.

3.1.4 An organisation which, or individual who, has been banned by law.

3.1.5 To do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

3.2. The Venue reserves the right to exclude or eject from the Premises any person, and to cancel any booking where it considers:

3.2.1 That such events may be contrary to the interest of the general public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.

3.2.2 The users of the Premises may do something that may cause or pose a risk of loss, damage or significant expense to the Venue or harm the reputation of the Venue.

3.2.3 The Hirer shall ensure that no equipment, goods or other materials are left on the Premises overnight, unless agreed beforehand with the booking secretary.

3.2.4 Entry to the Venue is by means of keys located within a Key-Safe to the right of the main entrance. The Key-Safe code will be given to the Hirer once the booking has been accepted. Keys are the responsibility of the Hirer and must be returned to the Key-Safe at the end of the event. A fee will be payable for any lost keys.

3.3 A booking will not normally be taken for an event that takes place through the night. Exceptions to this are at the absolute discretion of the Venue.

4. Charges, Confirmation and Cancellation

4.1. The booking will be confirmed on acceptance of the booking by the Venue.

4.2. The Charges shall be paid at the time of booking or when requested to do so by the booking secretary.

4.3. The Charges are displayed at www.yealandvillagehall.org.uk. The charges may be increased following agreement by the Trustees and 90 days notice of the increase shall be given

4.4. The Venue reserves the right to cancel any booking for any reason. Where a booking is cancelled by the Venue, the Venue shall incur no liability to the Hirer whatsoever.

5. Licences

5.1. The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Venue against the consequences of the Hirer's failure to do so.

5.2. The Hirer shall not apply for a Temporary Event Notice without the written permission of the Venue.

5.3. The Hirer shall ensure that they have all permits, consents, licenses, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any authority or person in respect of the event. This includes where required, a licence issued by the Performing Rights Society and any copyright permission.

6. Health and Safety

6.1. the Hirer shall be responsible for the health and safety aspects of the use of the Premises during the Period of Hire. The Hirer should carry out a risk assessment for each event.

6.2. The Hirer shall ensure they are familiar with:

6.2.1. Fire alarm points.

6.2.2. Fire evacuation procedures, routes, refuge points and assembly point.

6.2.3. Location of first-aid kit.

6.2.4. Location of the accident-reporting book.

6.2.5. Location of instruction books for equipment at the Venue.

6.3. The Hirer shall:

6.3.1. Ensure clear and unobstructed access is maintained to all emergency exits in the Premises.

6.3.2. Ensure fire doors in the Premises are not to be propped or left open at any time.

6.3.3. Familiarise visitors with the positions of fire extinguishers, fire exit doors and the fire assembly point.

6.4. The Hirer shall ensure that any electrical appliances intended to be used by the Hirer at the Premises are in a safe and undamaged condition.

7. Food and Drink

7.1. The Hirer shall, if preparing, serving or selling food observes all relevant food and hygiene legislation and regulations.

7.2. If the Hirer uses external caterers on the Premises during the Period of Hire, the Hirer must ensure that the caterers comply with all the health and hygiene legislations and regulations.

8. Children and Young People

8.1. The Hirer shall not be a child or young person under the age of 18 years.

6.2. The Hirer shall ensure that where an event involves activities aimed predominately at children they have appropriate child protection policies and procedures in place.

8.3. The Hirer shall ensure that when children or young people under 16 are present, they are appropriately supervised by adults at all times.

8.4. Due to the dimensions of the hall, Bouncy Castles and other such equipment are not permitted.

9. Venue regulations

9.1. The Hirer must ensure that no goods that illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of the Venue) are displayed or offered for sale on the Premises.

9.2. Any items deemed to be of an offensive or inappropriate nature by the Venue shall be removed from display or sale immediately on the request of the Venue.

9.3. Smoking and/or vaping is not permitted in the Premises. The Hirer shall ensure there is no smoking and/or vaping on the Premises.

10. Nuisance

10.1 The Hirer must not do, or allow anyone attending their hiring to do, anything on the Premises which is or may become a nuisance to the Venue or other hirers or to the residents of adjoining or neighbouring premises.

10.2. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises.

11. End of Hire

11.1. The Hirer shall ensure that the Premises are vacated at the end of the Period of Hire.

11.2. The Hirer must ensure that all lights are switched off and the heating left in automatic mode before leaving the Premises

The Hirer shall ensure that the building is locked and secure, and that the keys are replaced in the Key-Safe, which is also made secure.

11.4 The Hirer shall ensure the Premises and surrounding area are in a clean and tidy condition and all equipment, goods and other materials are removed from the Premises at the end of the Period of Hire.

11.5. The Hirer shall ensure that all rubbish is disposed of appropriately.

11.6. The Hirer shall ensure that all bottles and other glass must be removed from the premises.

11.7. Where the hire includes use of the kitchen, the Hirer shall ensure all crockery, utensils, the cooker, microwave, fridge and dishwasher are left in a clean and empty condition. A charge shall be payable by the Hirer where the kitchen including any crockery, utensils, the cooker, microwave, fridge and dishwasher have not been left in a clean condition.

11.8. The cooker, water heater, microwave, kettle and dishwasher must be unplugged or switched off. The fridge should be left plugged in and switched on.

12. Insurance

12.1. If the Hirer is a regular user group, they must have their own Public Liability Insurance.

12.2 The Hirer must have their own insurance for items which are left in or stored at the Venue.

12.3 During the Period of Hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify the Venue from and against any expense, liability, loss, claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire, except where due to the negligence of the Venue or their respective servants or agents.

13. Care of Premises and Equipment

13.1 The Hirer shall ensure no damage is caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

13.2 No bolts, nails, screws, pins, bluetack or any other objects shall be driven into the fabric or furnishings of the Premises.

14 Loss or Damage

14.1 The Venue shall not be liable for any death, injury, loss or damage however so caused to the Hirer, persons using the Premises and/or to their property except for death or personal injury or damage to property caused by negligence on the part of the Venue; or any matter in respect of which it would be unlawful for the Venue to exclude or restrict liability.

15. Legal Terms of the Agreement

15.1. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

15.2. No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

15.3. This Agreement will be governed by and interpreted in accordance with the laws of England and the English Courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.