

Terms of Hire (To be signed by hirer and CCVH representative)

Terms and Conditions for Hire of Canford Cliffs Village Hall

Hereinafter Canford Cliffs Village Hall shall be referred to as 'CCVH' and the Hirer named on the Booking form as 'the Hirer'

1. **Booking.** All applications for the hire of the building must be sent to the Booking Secretary. The person named on the booking form shall be considered the Hirer. Where an organisation is named, the person signing hereby confirms that they do so with full authority of the organisation. The Hirer must be over 18 years of age.
2. **Deposit.** Where applicable a deposit of 25% of the total booking fee must be paid at the time of application plus a damage / cleaning cash deposit (TBD). No engagement will be booked until these have been received. The damage / cleaning deposit is refundable subject to satisfactory inspection of the building by CCVH management 5 days after the event. A pro rata deduction will be made if deemed unsatisfactory. For weddings, adult parties / disco's a cash deposit of £200:00 is required.
3. **Health & Safety.** The Hirer should be aware of the Fire Safety Floor Plan of CCVH which is on display. Hirers are responsible for health and safety issues and providing information about safety procedures, Fire Exits etc. Hirers are not permitted to enter any areas not hired by the CCVH. Please observe safety notices regarding the stacking of chairs and tables. Any accident must be recorded in the Hall Accident Book to be found in the in the kitchen. Children's parties are restricted to the main floor of the hall and use of the stage is not permitted.
4. **Hire Charges.** The hire charges are available from the booking secretary and determined by CCVH. The hire charges to be paid should reach the Booking Secretary at least 7 days before the engagement.
5. **Cancellation.** In the event of cancellation before the 7 day period above, the deposit of 25% of the total booking charge will be retained.
6. **Right of refusal.** CCVH may refuse any application for the hire of the Building without stating a reason. Village organisations shall have priority over other bookings, but no organisation shall be deemed to have an undisputed right to an unbreakable series of bookings. In cases of doubt or difficulty the Booking Secretary shall refer the case to the Trustees whose decision shall be final.
7. **Alcohol.** Alcoholic drinks may be served free but NO sale of alcoholic drinks may be undertaken unless the permission is sought from CCVH and an occasional Licence for the Building shall be in force. No events may be advertised stating the availability of alcoholic drinks for sale.
8. **Public Entertainments, Music & Dancing.** All the conditions attached to the Music and Dancing Licence for the Building shall be duly observed. A copy of such Licence may be seen on application to CCVH and the Hirer shall be deemed to have had notice of all such conditions. All music must cease at 10.00 pm, and the Hall must be vacated by 10:30 pm.
9. **Other Licences, Theatre & Performing Rights Society.** CCVH's Licence does not cover performances of Theatrical, Ballet, Opera or Choral Works etc. The Hirer is responsible for obtaining the requisite Performing Rights Society Licence and any other licence that may be required for their intended purpose. Any such licence must be exhibited to CCVH prior to the event.
10. **Occupation and use.** The hire of the Building is for the specific agreed times shown on the booking form and does not entitle the Hirer to use or enter the premises at any other time. The building shall only be used for lawful activities. CCVH does not represent that the building is suitable for any particular purpose and the Hirer must satisfy themselves in this respect.
11. **Sub-let.** The Hirer shall not sublet the Building or any part thereof.
12. **Advertising.** All advertising of events should conform to the conditions of hire. Advertising includes posters, newspaper inserts, magazine inserts, tickets, radio and television announcements, social media, internet websites, and all other forms of media. Advertising which contravenes the conditions of hire may result in the forfeit of deposit.
13. **Breakages and Damage.** The Hirer is responsible for all damage to the building, equipment, furniture and property in the building & grounds occurring during the period of the hiring or while persons are entering or leaving the building pursuant to the hire, however and by whomsoever caused. The Hirer will be responsible for replacement 'as new' of any equipment, furniture or property and for the full cost of making good any damage to the building, fixtures and fittings.
14. **Culpability.** Except for wilful negligence on the part of CCVH, CCVH shall not be responsible for any loss of, or damage to, the Hirers or any third parties property arising out of the hiring, nor for any loss, damage, or injury which may be incurred by, or be done to or happen to, any person or persons using the building during the hiring, arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure or supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Building to be temporarily closed or the hiring to be interrupted or cancelled. The Hirer shall indemnify CCVH against any claim which may arise out of the hiring or which may be made by any person using the building during the hiring in respect of any loss damage or injury. Vehicles parked on the premises are parked at the owner's risk.
15. **Entry.** The right of entry to the building is reserved to CCVH and any other agent of CCVH and any police / fire officer at any time during the hiring.

16. **Conduct and Good Order.** The Hirer shall ensure that good order is kept in the building during the hiring. The Hirer will also ensure that those attending the engagement maintain good order during arrival and departure from the building. At all times the Hirer will take reasonable care to ensure that the occupants of neighbouring properties are not inconvenienced by noise, obstruction by vehicles and the like. Noise and sound levels (P/A systems etc) will be monitored and if deemed too loud steps will be taken to reduce the same.
17. **Cessation of activity.** CCVH or Committee Member(s) reserves the right to put a stop to any entertainment or meeting not properly or reasonably conducted.
18. **Condition on vacation.** On vacation of the building, the Hirer shall leave the building in a clean and orderly state. All rubbish and any other waste matter must be removed from the building by the hirer. The hall and cloakrooms must be left in as clean a condition as found. All chairs must be distributed around the hall as found (30) and additional tables and chairs used must be put back in the storeroom. The deposit monies will be refunded 5 days after a satisfactory inspection of the building by a member of the Management Committee.
19. **Additions to the building.** No fixtures/fitments of any kind shall be driven into any part of the Building nor shall any placard or other articles be fixed hereto.
20. **Property.** Property of the Hirer and the Hirer's agent must be removed from the Building within the allocated time of the hiring or fees will be charged for each hour or part thereof until the same is removed. CCVH accepts no responsibility for any property left on the premises after the hiring. In the case of bazaars, jumble sales and any other occasion when property is brought into the premises for sale, all property remaining unsold at the termination of the hiring will be considered the property of the Hirer for the purpose of the condition.
21. **Signage.** The Hirer shall remove any sign, flag, emblem or other decoration displayed by the Hirer outside or inside the Building if in the opinion of CCVH or Committee Member it shall be unsightly or expose the Building to an undue risk of fire or in the opinion of CCVH or its agent is likely to lead to disturbance or a breach of the peace.
22. **Fire Exits.** No exits may be blocked, chairs or other obstructions must not be placed in front of heaters or fire appliances removed or tampered with, and fire doors must not be propped open.
23. **Lighting.** No additional lights or extension from the existing electric light fittings shall be used without the previous consent of CCVH.
24. **Stage shows.** Any show involving the use of scenery or the like on stage is subject to the inspection and approval 14 days prior to the engagement by the local Authority and, if appropriate, Fire Brigade. Evidence of such approval must be provided to CCVH.
25. **Capacities.** The maximum number of persons allowed in the Building at any one time is 100, with a maximum of 100 standing/dancing or 80 seated at tables.
26. **Smoking.** Smoking is NOT permitted in any part of the building at any time.
27. **Access.** The hall will be opened and closed by a member of the Management Committee.
28. **Hire Period.** The hire period is the time that the hirer commences and finishes using the hall. It includes the time taken for setting up and clearing up.
29. **Indemnity.** The Hirer shall indemnify and keep indemnified each of the Trustees of CCVH and their employees, volunteers, agents and invitees against:
- (a) The cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
- (b) Against all actions, claims, and costs of proceedings arising from any breach of the Hall Conditions
- (c) All claims in respect of damages, including damage for loss of property or injury to persons, arising as a result of the use of the Premises (including the storage of equipment) by the Hirer
- As directed by the Village Hall, the Hirer shall make good or pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings or contents and for loss of contents
30. **Insurance.** All equipment "hired in" (Bouncy Castles, Fun Playgrounds etc) by the hirer must have proof of liability insurance which must be provided 7 days prior to the event. Commercial hirers must provide Public Liability insurance (£5,000,000 minimum indemnity)
31. **Stored equipment.** The Village Hall accepts no responsibility for any stored equipment or other property / vehicles brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The Village Hall may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

Signed by: \_\_\_\_\_ Hirer. Authorised: \_\_\_\_\_ For CCVH

Print: \_\_\_\_\_