

TERMS AND CONDITIONS OF HIRE FOR LONG MELFORD VILLAGE MEMORIAL HALL

For the purposes of these Terms and Conditions, the term 'Hirer' shall mean the individual hirer or, where the hirer is an organisation, the authorised representative. The term 'Premises' shall refer to the whole village hall building and its contents, the car park, and the area directly surrounding the building.

These Terms and Conditions govern the hire of the Premises and together with the Hire Agreement will form the basis of the booking contract between the Committee and the Hirer which constitutes a contractual offer that the Committee may, in its absolute discretion, accept.

1. Use of Premises

- a) The Hirer shall not use the Premises for any purpose other than as was previously agreed between the parties at the time of the original hire, and shall not sub-hire the Premises or use the Premises in any unlawful way.
- b) The Hirer undertakes to ensure that they comply with the conditions set out in both the Equalities policy and Safeguarding policy. Copies of these policies can be downloaded from the Village Hall website.
- c) The Hirer shall not do anything or bring anything on to the Premises which may endanger the building and its contents or the lives of those using it.
- d) The Hirer shall not do anything to render the insurance of the Premises invalid, and shall not allow the consumption of alcohol within the Premises other than that bought from the premises' licenced individual operating a licenced bar on the premises.
- e) **SMOKING IS NOT PERMITTED ON THE PREMISES.**

IMPORTANT NOTICE

Use of alcohol at Long Melford Village Hall

Users of Long Melford Village Hall should be aware that they may not bring alcoholic drinks into the hall. This prohibition also applies to the surrounding site. A bar is available for those users who wish to consume alcohol at the hall. The bar is stocked with a wide range of alcoholic and soft drinks and is managed by professional licensed caterers on behalf of the village hall committee.

2. Cost and Terms of Hire

- a) The cost of hire shall be determined by the Lettings Manager, in accordance with the policy set out by the Long Melford Village Memorial Hall Committee known here as the 'Committee'.
- b) Any booking must include enough time (a minimum of 30 minutes), in order that the Hirer has time to set up/tidy up and vacate the Premises.
- c) The Hirer will be charged an hourly fee in accordance with the schedule of prices shown on the LMVMH web site, with a minimum booking of an hour and a half (including 30 minutes as per condition 2.b).

- d) The Premises will not be hired out for additional periods of less than 30 minutes once the initial booking requirement has been met.
- e) The Committee reserves the right to increase the cost of hiring the Premises at any time. Any changes to the cost of hiring the Premises will be given to the Hirer in writing (which will include email), at least seven days before the increase takes place.

3. Cancellation

- a) The Committee reserves the right to cancel any booking. Any notice to terminate will be given in writing, at least seven days before cancellation takes place.
- b) Upon receiving such notice, the Hirer shall be entitled to a full refund of any monies already paid by them to the Committee to secure the booking. The Committee shall not be liable to make any other payments to the Hirer.
- c) The Committee reserves the right to cancel bookings at short notice in the event of emergency, whereby the premises is rendered not fit for the purpose of the hire, or would present danger to either the property or those using it. The Committee shall not be liable to the Hirer for any resulting loss or damage whatsoever.
- d) The Hirer has the right to cancel their booking by giving at least 30 days written notice to the Lettings Manager, in which case a full refund will be given.
- e) In the event of the Hirer cancelling a booking at short notice (less than 30 days), any repayment of the fee shall be at the discretion of the Committee and cannot be guaranteed.
- f) Any keys to the premises remain the property of the Committee and must not be copied, and must be returned to the Lettings Manager, or left in an previously agreed place, immediately following the end of any booking.

4. Gaming, Betting and Lotteries

- a) The Hirer is responsible for ensuring that the Premises are not used in any way that contravenes the law in force from time to time relating to gaming, betting and lotteries.

5. Public Safety Compliance

- a) The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, Local Magistrates Court or otherwise.

6. Health, Hygiene and Safety

- a) The Hirer shall observe all relevant food health and hygiene regulations and legislation in force from time to time.
- b) The Hirer shall ensure that no animals or birds (except guide dogs) are brought onto the Premises unless specifically agreed in advance in writing by the Committee. Under no circumstances must animals enter the kitchen area at any time.
- c) The Hirer must immediately report any accidents involving injury to a member of the public to the Committee. Any failure or fault relating to equipment either provided at the Premises or brought on to the Premises by the Hirer must also be reported to the Committee as soon as reasonably possible.

7. Electrical Appliance Safety

- a) The Hirer shall ensure that any electrical appliances brought to the Premises are in good working order and fully meet all applicable safety requirements. Where a residual circuit breaker is provided under the terms of the PEL or CPL the Hirer must make use of it in the interests of public safety.

8. Indemnity

- a) The Hirer shall indemnify the Committee in full for the cost of repair of any damage done to any part of the Premises or its contents including curtilage which may occur during period of the hire.
- b) The Hirer is responsible for arranging insurance against any third party claims during the period of the hire. Please note that the Committee is only insured against claims arising out of its own negligence in relation to the hire of the Premises.

9. Compliance with the Children Act

- a) The Hirer is responsible for ensuring that any activities for children under the age of eight years of age fully comply with the Childrens Act 1989 and only fit and proper adults have access to the children.

10. Sale of Goods

- a) The Hirer shall comply with the Fair Trading Laws and any code of practice used in connection with the sale of goods from time to time.
- b) The Hirer shall ensure that the total prices for all goods and services are prominently displayed along with the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

11. Liability

- a) The Committee will be responsible for any foreseeable loss or damage that the Hirer may suffer only as a result of it breaching these Terms and Conditions. Loss or damage is foreseeable only if it is an obvious consequence of the Committee's breach or negligence or if it is contemplated by the Hirer and the Committee when the booking is agreed.
- b) The Committee will not be responsible for any loss or damage that is not foreseeable and shall not be liable in contract or tort (including negligence) by reason of any breach by the Committee of any term of these Terms and Conditions or any negligent or innocent misrepresentation, or any negligence or other duty at common law, for any:
 - i. loss of use or unavailability of the Premises;
 - ii. interruption to business;
 - iii. loss of income, revenue, business;
 - iv. loss of business opportunity;
 - v. loss of profit or contracts;
 - vi. loss of anticipated savings;
 - vii. wasted expenditure; or
 - viii. any indirect, special or consequential loss, damage, costs, expenses or other claims; arising from any act or omission by the Committee or any of its volunteers, agents or sub-contractors or any other person or entity in connection with the performance of the Committee's obligations arising under these Terms and Conditions and the booking.
- c) In any event, the Committee's total liability under these Terms and Conditions shall be limited to the value of the booking, that is, the total Price payable by the Hirer.
- d) Nothing in these Terms and Conditions seeks to exclude or limit the Committee's liability for death or personal injury caused by the Committee's negligence (including that of volunteers, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

12. Events Outside of the Committee's Control (Force Majeure)

- a) The Committee will not be liable for any failure or delay in performing its obligations where that failure or delay results from any cause that is beyond the Committee's reasonable control. Such causes include, but are not limited to: power failure, internet service provider

failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond the Committee's reasonable control.

- b) If any event described under this condition 12 occurs that is likely to adversely affect the Committee's performance of any of its obligations under these Terms and Conditions:
- i. The Committee will inform the Hirer as soon as is reasonably possible;
 - ii. The Committee inform the Hirer when the event outside of its control is over and provide details of any new dates, times or availability as necessary;
 - iii. If the event outside of the Committee's control continues for more than two weeks the Committee will cancel the booking and inform the Hirer of the cancellation in writing;
 - iv. If an event outside of the Committee's control continues for more than three weeks and the Hirer wishes to cancel the booking, the Hirer may do so by informing the Committee in writing;
 - v. If the booking is cancelled under this conditions 12 before the hire of the Premises begins, any and all sums the Hirer has paid to the Committee will be refunded in full. Other provisions in these Terms and Conditions regarding cancellation charges and the retention of sums paid shall not apply.

13. End of Hire

- a) The Hirer shall be responsible for leaving the Premises and the surrounding area in a clean and tidy condition, with the lights switched off, central heating control reduced to 9 degrees and any contents used put back in their original place and rubbish placed in the appropriate bin at the rear of the hall premises.
- b) The Premises is to be locked and secured unless otherwise directed by the Committee.