

# UPWELL HALL HIRING AGREEMENT T&C's

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

**1. 50%** of the hiring fee is due at the time of booking to secure your reservation. **Provisional bookings will only be held for 7 days.** If the deposit is not received during this time the booking may be lost. **The deposit is not refundable in the event of cancellation at any time.** **The balance of the hiring fee must be paid not less than one calendar month prior to the event. The full hire cost is not refundable if the booking is cancelled less than 14 days prior to the event.**

**2. THE HIRER will, during the period of the hiring, be responsible for supervision of the premises,** the fabric and the contents, their care, safety from damage however slight or change of any sort and the behaviour of all persons using the premises whatever their capacity, including supervision of car parking arrangements so as to avoid obstruction of the highway. The hirer will also be responsible for ensuring the personal safety of those using the premises during the period of the hire. **The £100 deposit will be retained at the discretion of the committee if this condition is not fulfilled.**

**3. THE HIRER** shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purposes or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow liquor to be brought on to the premises or to be consumed therein without the express written permission of Upwell Hall Committee.

**4. THE HIRER** shall be responsible for obtaining such licences as may be needed from the Performing Right Society, from Phonographic performance Ltd or otherwise and for the observance of the same.

**5. THE HIRER** shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gambling, betting and lotteries.

**6. THE HIRER** shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

**7. THE HIRER** shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

**8. THE HIRER** shall ensure that any electrical appliances brought by him/her to the premises and used there shall be safe and in good working order, and used in a safe manner.

**9. THE HIRER** shall indemnify the committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring. A special deposit of £100 has been paid by the Hirer to the Committee who within 28 days of the termination of the period of hire will repay such deposit to the Hirer less the cost of rectifying any damage caused to the premises and/or contents thereof during the period of the hiring as a result of the hiring.

**10. THE HIRER shall ensure that the minimum noise is made on arrival and departure.**

**11. THE HIRER** shall ensure that no dogs except guide dogs are brought into the hall, except by prior arrangement with the Village Hall Committee via the Hall Manager.

**12. THE HIRER** shall make him/herself known to the bar operator at the start of the hire period. If the bar operator draws the attention of the hirer to the conduct of one or more people, the hirer must take action to control the situation. The bar operator reserves the right to refuse to serve alcohol to person(s) at his/her discretion.

**13. THE HIRER** shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured unless directed otherwise. All rubbish, unconsumed food and temporary decorations, must be placed in the bags provided and left at the site nominated by the Hall Manager. The keys should be returned to the Hall Manager in the manner nominated by him/her at the time of collection. Any contents temporarily removed from their usual positions shall be properly replaced otherwise the Committee shall be at liberty to retain some or all of the special deposit of £100 at its discretion.

**14. IN THE EVENT** of the hall or any part thereof being rendered unfit for the use for which it has been hired, the Committee shall not be liable to the HIRER for any resulting loss or damage whatsoever.

**15. THE HIRER** shall ensure that any activities for children under eight years of age, comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to the children.

**16. THE COMMITTEE** reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 14 days' notice in writing to the hirer. The hirer shall be entitled upon such notice to reimbursement of such monies as have been paid by the hirer to the Committee, but the Committee shall not be liable to make further payment to the hirer.

**17. ANY HIRER wishing to have a licensed bar must make this arrangement with the Hall Manager at the time of booking.**

**Where a bar is provided for an event; all drinks consumed, including non alcoholic drinks, must be purchased from the bar.**

**THE HIRER IS REMINDED THAT UPWELL HALL OPERATES THE 'CHALLENGE 25' POLICY. YOUNG PERSONS MAY BE ASKED FOR PROOF OF AGE.**