BELBROUGHTON CHURCH HALL TERMS AND CONDITIONS (2025)

1. **Definitions** The terms used in this Hire Agreement shall mean as follows;

**Hirer:** the hirer named in the Booking Form (who by entering this agreement acknowledges that they are at least 18 years old at the date inserted on the Booking Form).

**Committee:** Belbroughton Church Hall Management Committee or any member of the Committee from time to time.

**Hall:** the Belbroughton Church Hall and Car Park, Church Road, Belbroughton, Stourbridge DY9 9TE.

**Booking Form**: the Booking Form (2025) used in respect of the hire of the Hall.

**Instruction Sheet**: the Instruction Sheet (2025) issued to the Hirer prior to the commencement of the Hire Event.

**Terms:** the terms and conditions of the Hire of the Hall as contained in the Booking Form, the Instructions Sheet, the Terms and Conditions (2025) and such other terms and conditions as are notified to the Hirer from time to time.

**Bookings Secretary:** is your contact - such person as shall be notified by the Committee to the Hirer from time to time.

**Contents:** the contents owned by the Committee at the Hall at the time of the Event.

**Booking Deposit:** 25% of the hire fee.

1. **Agreement:** This Hire Agreement is made between the Hirer and the Committee. The letting is made on the Terms and no rights to occupy or remain in the Hall exist for the Hirer or any of the Hirer’s invitees other than as are detailed in this Agreement.
2. **Payment:** For Events where the hire fee is less than £70 full payment at the time of booking is required. For all bookings made within 4 weeks of the Event, the Hire Fee plus Security Deposit is payable at the date of the Hire Agreement. For a booking made more than 4 weeks before the Event where the hire fee is greater than £70, a non-returnable 25% deposit is required. The Booking Deposit is payable at the date of the Hire Agreement. Upon payment of the Booking Deposit and subject to acceptance of the booking, the Hirer becomes liable for the Balance. The Balance shall be paid 4 weeks before the Event commences. All bookings are accepted on the condition that the Hall is left clean and tidy and in a state that is suitable for occupation by the following hirers. The Hirer shall reimburse the Committee for the cost of any breakages, damage to the Hall or the Contents or for any missing Contents or additional cleaning. The Security Deposit will be returned normally within a few days of the end of the Event. The Bookings Secretary will notify you if a retention has to be made or if there is any other liability from the Hire due to any breach of the Terms or as otherwise provided for in the Terms. The Hall is checked by the Committee’s representative after each Event and damage to the Contents or the Hall is fully chargeable to the Hirer. A minimum of £25 will be deducted from the security deposit if general waste is put in the recycling bin. Liability is not limited to the Security Deposit, the Hire Fee or otherwise.
3. **Cancellation:** Booking terms are strict. All monies paid will be retained. Any cancellation made by the Hirer shall only be valid if given in writing to the Committee. The Committee reserves the right to cancel this Hire Agreement at any time by giving notice to the Hirer to that effect, whereupon any Booking Deposit, Security Deposit and Hire Fee paid shall be repaid to the Hirer (apart from which the Committee shall have no other liability to the Hirer in the event of such cancellation).
4. **Regular hire Cancellation** terms are strict. Cancellations can be made without charge up to 48 hours of the event start time. Cancellations made after 48 hours will be charged in full.
5. **Compliance:** The Hirer shall fully comply with all current laws, regulations, bye laws and recommendations relating to the use and enjoyment of the Hall pursuant to the terms of this Hire Agreement.

No unlawful, immoral, pagan, satanic or witch craft themes are allowed

1. **Liability**: The Hirer accepts responsibility for being in charge of the Event and shall be at the Hall at all times during the Hire Period. The Hirer shall ensure that the Terms are met, observed and complied with at all times during the Hire Period by all people at the Hall for the purposes of the Event or otherwise.
2. **Supervision:** The Hirer shall, during the Hire Period, be responsible for use and care of the Hall and the Contents and for any damage (however slight) to the Hall or any of the Contents; the behaviour of all persons using the Hall during the Hire Period whatever their capacity and the proper supervision of car parking arrangements in the car park at the Hall. As directed by the Committee, the Hirer shall pay for all damage (including accidental damage) to the Hall or to any of the Contents and for loss of any of the Contents.
3. **Use of premises**: The Hirer shall not use the Hall (including for the avoidance of doubt, the car park) for any purpose other than for the Event and shall not sub-hire or use the Hall or allow the Hall to be used for any unlawful, immoral or unsuitable purpose. No Pagan, Halloween, witch craft or satanic themes are allowed; The car park can not be used to sell, distribute or consume alcohol.
4. **Insurance:** The Committee has public liability insurance in place however, the Hirer is strongly recommended to take out their own insurance relating to the event to be held. All 3rd party hirers must have their own public liability insurance. The Hirer acknowledges that it shall have no claim whatsoever in the event that this booking is cancelled either by the Committee or by the hirer, for good reason or at any time. The Committee takes no responsibility for loss or damage of personal possessions brought into the Hall or accidents or injury sustained by a 3rd party using The Hall.
5. **Licensable activities:** The Hall has a Premises Licence for Music, Dancing and Entertainment between 11.00 hours and 23.00 hours Monday to Saturday, and between 11.00 hours and 22.00 hours on Sunday. Hirers must obtain their own licences for other licensable purposes (such as sale of alcohol, theatrical productions and markets).All music and bar sales must be finished by 23.00 and 22.00 on Sundays without exception. Failure to comply with the Premises Licence can result in a Fixed Penalty of up to £5K if complaints are made (and proven) by neighbours. Prior to making an application for any licence, permit, notice or other consent whatsoever, written consent must be obtained from the Committee. If a Temporary Event Notice has been obtained, the Notice holder and a copy of the Notice must be displayed on the premises for the duration of the Event. Sale and consumption of alcohol is only permitted within the Hall and must stop at 11pm or 10pm on Sundays even if stated differently on the TEN.
6. **Evening events:** An Event taking place during an evening will finish on the day of entry no later than 23:00 Monday to Saturday and 22.00 on Sunday. There are NO exception to this, The Hirer has until 11.45pm to comply with the End of Event Requirements. The Hirer is liable for any fixed penalties imposed by the local authorities if their event does not comply with the Halls Premises Licence and any security deposit paid will be forfeit.
7. **Animals** No animals (save for guide dogs and other assistance dogs) are permitted in the Hall.
8. **Noise and Nuisance: PLEASE RESPECT OUR NEIGHBOURS** No excessive noise shall be made or emitted from the Hall. The Hall has a sound limiter fitted that interrupts the power should the volume go above an agreed level. Outside areas cannot be used for entertaining after 10pm and the French windows must be closed after 10pm if music is playing. The Hirer or anyone at the Hall during the Hire Period shall not cause any nuisance whatsoever to any other person or property.The security deposit will be forfeit in full if any noise complaints are received.
9. **Waste ;** Recycling and General waste bins are provided – **where possible please take your rubbish home** – please bring your own bin liners

 **Recycling**  (not in black bin liners) glass, cans, paper and cardboard

 **General Waste** (in black bin liners) anything else

1. **Third Parties:** The Hirer will be liable for any breaches of the Terms committed by any person at the Hall with the authorisation of the Hirer or any person under the control of the Hirer or acting under the express or implied authority of the Hirer.
2. **Waiver:** The Hirer will ensure that any electrical or other equipment brought to the Hall as part of the Event shall be safe and comply with all laws, regulations and industry standards. The Hirer acknowledges and agrees that the Committee shall have no liability for any loss, damage, expenses or claims whatsoever arising from or relating to the use by or on behalf of the Hirer of any electrical or other equipment at the Hall.
3. **Breach of Conditions:** Breach of any of the Terms shall entitle the Committee to terminate this Hire Agreement (by notice in writing or otherwise) whereupon this Hire Agreement shall terminate with immediate effect. If the Event is underway at the time of such termination then the Hirer (and all people at the Hall) shall immediately vacate the Hall giving vacant possession to the Committee and will forfeit any security deposit paid.
4. **Indemnity:** The Hirer shall (without limit) indemnify and keep indemnified the Committee and every member of the Committee against any loss, damage, cost, claim, demand, expenses or other liability whatsoever arising as a result of any breach of the Terms or any part of the Terms or arising as a result of the Hirer’s use of the Hall pursuant to this Hire Agreement or otherwise. Having read and understood the Terms, and in completing the Booking Form, the Hirer confirms they understand and agree to the Terms and acknowledge that failure to fully comply with the Terms could lead to loss of part or all of the Security Deposit, the Booking Deposit or Hire Fee.

**Coronavirus:** Our cancellation terms are strict. With regard to coronavirus, we will endeavour to assist in postponing or making changes to a booking. However, please be aware that in transferring your booking to a new date, the Hall will be offered at the rate applicable at that time. If Government legislation either prevents you from taking up the booking or we are prevented from offering the venue, you will be refunded the booking fees/deposit received. We will not pay any refund if you have to cancel a booking due to anyone in your party or related to your booking contracting coronavirus or self-isolating prior to the event. Coronavirus is now a known risk and we suggest for significant events such as weddings, insurance is ob