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### Conditions of Hire (Adhoc Hire)

The following conditions of hire apply to all bookings made with Hatfield Peverel Village Hall (HPVH).

#### **Booking and Payments**

1. Bookings will only be confirmed upon receipt of a completed Hiring Agreement and full payment of the hire fee within 14 days of the booking form being sent by the Bookings Manager. Failure to do this may result in the date being given to another hirer.
  - a. For Wedding bookings, 50% payment of the booking fee is required for the booking to be confirmed.
2. Payments should be made by BACS transfer using the details on the Hiring Agreement. If this is not possible, HPVH will accept cheques made payable to 'Hatfield Peverel Community Association'. Cash payments are not accepted.
3. With certain bookings, a damage deposit will be required. A total refund of the deposit will be returned to the hirer once the hall has been inspected and it is deemed that no damage has been done to the premises and that all areas have been left in a clean and tidy condition, no rules of hire broken and no nuisance has been caused. Damage deposits will be requested as below. Only one deposit will be charged, if multiple deposits apply then only the higher value deposit will be requested
  - a. For adult evening parties with bar & weddings: £200
  - b. For events or parties using the stage: £200
  - c. For meetings or events of 80 people or more: £100
  - d. For use of inflatables in room 3: £100
4. Damages must be paid for at the costs assessed by HPVH.
5. In the event the Hirer does not vacate the room by the scheduled time, HPVH will issue a surcharge, up to the hourly rate for the room at that time.
6. HPVH reserve the right to close down events where the Terms and Conditions are being broken and warning are being ignored.
7. The Room Hire covers the hall premises only. Any outdoor activity will require the written permission and approval from Hatfield Peverel Parish Council, which you must apply for direct from the Parish Council.

#### **Cancellations**

1. In the event of a cancellation, there is a sliding scale for refunds of the hire fee paid:
  - 8 weeks prior to event - full refund
  - 4 weeks prior to event - 50% refund
  - 2 weeks prior to event - 25% refund
  - Less than 2 weeks - no refund

2. In the event HPVH cancels a booking, we will endeavour to provide at least a week's notice.
3. If HPVH cancel a booking, all charges will be refunded.
4. If HPVH close down an event due to terms and conditions being broken, there will be no refund of the booking fee and any deposits may be retained.

### **Hirer Responsibilities**

1. The Hirer must be 18 years of age or older and is responsible for compliance with these conditions of hire.
2. The Hirer is responsible for returning the room to the same condition as at the start of the booking.
3. The hirer shall only use those rooms agreed in their hiring agreement.
4. The Hirer is responsible for removing all rubbish from their booking and taking off site. Please do not use the bins in the car park.
5. The Hirer is responsible for the supervision of that part of the premises hired, for the behaviour of all persons using it and is liable for any damages to the room or its contents.
6. The Hirer is responsible for making sure appropriate footwear is worn for their activity.
7. For Health and Safety reasons, the hirer shall not use the stage unless explicitly allowed in their hiring agreement
8. The Hirer must ensure that all electrical equipment brought onto the premises is PAT tested and labelled. Such equipment is used at the Hirer's own risk
9. The Hirer is responsible for any licenses required in connection with the booking, other than those already held by HPVH.
10. The Hirer shall not sub-let or use the premises for any unlawful purposes or in any unlawful way, nor do anything that endangers the premises or its users.
11. No vending may take place without the express written permission of HPVH.
12. The Hirer shall have due consideration for other users and residents in the neighbourhood when leaving the premises.
13. The Hirer must book a room for sufficient time to allow any set up and pack up.
14. The Hirer must review and complete the relevant actions in the room exit checklist provided when the booking was confirmed.
15. HPVH does not accept liability for any loss of articles during the period of hire.
16. The Hirer shall not bring liquor onto the premises. The HPVH bar can be hired at the time of booking if required. If the bar is hired, all drinks (including soft drinks) consumed during bar hours should be purchased through the bar
17. Where the Hall is hired for 21<sup>st</sup> birthday parties or similar events, door security staff must be hired for the entirety of the booking
18. The Hirer must ensure that services such as bouncy castles, discos and bands brought onto the premises have appropriate liability insurance. HPVH will require evidence of liability insurance for bouncy castles.

### **HPVH Responsibilities**

1. HPVH are responsible for providing the room space booked with appropriate facilities and amenities

2. HPVH are responsible for ensuring appropriate Health and Safety provisions are in place for the Hall in general and the room in particular.
3. The Prevent Duty (Section 26 of the Counter Terrorism and Security Act 2015) places a number of requirements on Local Authorities to help prevent the risk of people becoming terrorists or supporting terrorism. In the event where we feel there is reputational risk to our organisation, we have the ability to withdraw from the contract and cancel the booking of the event.
  - I. The Hirer acknowledges that the (name of organisation) has a duty under Section 26 of the Counter Terrorism and Security Act 2015 in the exercise of its functions to have “due regard to the need to prevent people from being drawn into terrorism” (the “Prevent Duty”). The Hirer shall ensure that it uses (venue name) in such a way as to satisfy the Prevent Duty.
  - II. The Hirer must ensure that the venue is not used by any groups or speakers in support of any extremist ideology.

## General

1. HPVH reserve the right to refuse future bookings from a Hirer or for the associated event or activity where significant issues with the event occur.

## Unsuitable Events

1. Our policy is not to host events deemed unsuitable for the Hall. These include, but are not restricted to :-
  - a. Events involving the sale of live animals
  - b. Events that do not respect HPVH Diversity and Inclusion policy
  - c. Events deemed unsuitable by the HPVH Committee
  - d. 18 year old birthday parties
  - e. Events where it is likely that more than 150 people may attend.
  - f. Events in support of extremist ideology