

## TERMS AND CONDITIONS

The details recorded in the Hire Booking Form together with these Terms and Conditions represent the Agreement made between the Hirer and the Venue. Both parties agree that the hiring will be carried out on that basis.

### 1. Definitions and Interpretation

- 1.1. **The Venue** – means Hinton St George Village Hall and sports fields, Merriot Road, Hinton St George TA17 8SL.
- 1.2. **The Hirer** – means the person or organisation as set out on the Hire Booking Form. The Hirer must be over 18 years of age.
- 1.3. **The Premises** – means the Main Hall/Room 1/Room 2 /Kitchen and or sports field at the Venue, as set out in the Hire Booking Form.
- 1.4. **The car park at the Venue**- this is provided on a first come first served basis and the Venue has no duty to reserve spaces for a Hirer, nor does it accept any responsibility for vehicles utilising the facility. Disabled spaces are marked.
- 1.5. **The Period of Hire/event** – means the period set out on the Hire Booking Form. The Hirer is responsible for ensuring they book sufficient time to allow for setting up and clearing out.
- 1.6. **The Amount Due** – means the amount that the Hirer is required to pay to the Venue as set out on the Hire Booking Form and then invoiced.

### 2. Payment

- 2.1 The booking will be confirmed by the Venue upon receipt of payment to include security deposit. No booking is accepted until payment is received in full and the Venue reserves the right until payment has been received to accept alternative bookings without notice
- 2.2 The Venue reserves the right to withhold monies from the deposit in the event of damage, late departure, and/ or return of the premises in a substandard manner. The Hirer will be notified of the deduction. The Hirer will not be afforded the opportunity to remedy the issue
- 2.3 The Venue undertakes to return deposits within 14 days of the event

### 3. Cancellation

- 3.1 The Venue reserves the right to cancel any booking for any reason. Where a booking is cancelled by the Venue, the Venue shall incur no liability to the Hirer whatsoever.
- 3.2 Any booking cancelled by the Hirer less than 28 days before the event, will not be entitled to a refund.

### 4. Maximum capacity

- 4.1. The Hirer will not exceed the maximum capacities for the Premises
- 4.2. The maximum capacities are as follows: Entertainment Main Hall 70 people seated at tables; 150 dancing; kitchen 8 people
- 4.3. The Hirer shall ensure that no person under 16 years of age is permitted to enter the kitchen

### 5. Use of Premises

- 5.1. The Hirer shall not use the Premises for any purpose other than that described on the Hire Booking Form and shall not sub-hire
- 5.2 The Hirer will be responsible during the period of the hire for the supervision of the premises, including the behaviour of all persons using the Venue
- 5.3 The Hirer will not allow the Premises to be used for any illegal activity, such as but not limited to gambling
- 5.4 The Hirer will not do anything or bring onto the Premises anything which may cause danger or render invalid any of the Venue's insurance policies. Where equipment like bouncy castles are used it is the responsibility of the hirer to ensure the safety of their guests and a reputable professional provider must be used.
- 5.5 The Venue reserves the right to exclude or eject from the Premises any person, and to cancel any booking, where it considers such events may be contrary to the interest of the general public or to any law or act of Parliament.
- 5.6. The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of the Venue) are displayed or offered for sale on the Premises.
- 5.7. The Hirer shall ensure that their event/hire complies with all relevant legislation and regulations.
- 5.8 The Venue has no responsibility to the Hirer for any items left on the Premises at any time
- 5.9 No animals with the exception of assistance dogs attending with their owners are allowed at the Venue.

### 6. Licences - Alcohol, Food and Performances

- 6.1. The Hirer shall ensure total compliance with the conditions of the Premises Licence, a copy of which forms part of these Terms and Conditions
- 6.2 Licencing laws must be respected by the Hirer and no alcoholic drinks must be sold or served to minors.
- 6.3 No hot food or alcohol must be served after 23:00 or before 05:00, unless the hirer has obtained a Temporary Events Notice and provided the Venue with a copy.
- 6.3. The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Venue against the consequences of the Hirer's failure to do so.
- 6.4. The Hirer shall ensure that they have all permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any authority or person in respect of the event. This includes where required a licence issued by the Performing Rights Society and any copyright permission.

### 7. Health and Safety Compliance

- 7.1. The Hirer shall be responsible for the Venue's health and safety during the Period of Hire. The Hirer is responsible for carrying out their own risk assessment.
- 7.2. The Hirer shall ensure they are familiar with the:
  - a. fire alarm points
  - b. fire evacuation procedures, routes, refuge point and assembly point
  - c. location of any telephone
  - d. location of first aid kit
  - e. location of the accident reporting book. Should any accidents occur, the details must be logged by the Hirer in the accident book.

7.3. The Hirer shall:

- a. ensure clear and unobstructed access and regress is maintained to all emergency exits in the Premises
- b. ensure fire doors in the Premises are not propped or left open at any time
- c. familiarise visitors with the position of fire alarm points, fire evacuation routes, fire refuge points and the fire assembly point

#### **8. Electrical Appliance Safety**

- 8.1. The Hirer shall ensure that any electrical appliances brought onto the premises are PAT tested.
- 8.2. The Hirer shall ensure no unauthorised heating appliances are used on the premises

#### **9. Alterations**

- 9.1. The Hirer must not make any alterations to the Premises or any other part thereof

#### **10 Food**

- 10.1. The Hirer shall if preparing, serving or selling food observe all relevant food and hygiene legislation and regulations.
- 10.2. If the Hirer wishes to use caterers on the Premises during the Period of Hire, the Hirer must ensure that the caterers comply with all health and hygiene legislations and regulations.

#### **11. Smoking**

- 11.1. Smoking and/or vaping is not permitted anywhere within the Venue

#### **12. Nuisance**

- 12.1. The Hirer must not do or allow anyone attending their event to do anything which is or may become a nuisance to the Venue or other hirers or to the occupiers of adjoining or neighbouring premises. This includes noise leaving and arriving at the Venue.
- 12.2. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Venue.

#### **13. Minors**

- 13.1. The Hirer shall ensure that where an event involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate child protection policies and procedures in place.
- 13.2. The Hirer must comply with the law in terms of displaying or showing any material which is age related

#### **14. End of Hire**

- 14.1. The Hirer shall ensure that the Premises are vacated at the end of the Period of Hire.
- 14.2. The Hirer shall ensure the Premises and surrounding area returned in a clean and tidy condition and all equipment and other materials including rubbish are removed from the Venue and taken away. The Hirer acknowledges that there are no waste bins available at the Venue
- 14.3. The Hirer is responsible for ensuring the premises are locked the key is returned to the key safe and the property is left alarmed. Any missing keys will be charged to the Hirer at a cost of £50
- 14.4. Where the hire includes use of the kitchen the Hirer shall ensure all crockery, utensil, the cooker and fridge are left in a clean and empty condition. Deductions will be taken from the booking deposit where the kitchen including any crockery, utensil, the cooker and fridge have not been left in a clean condition.

#### **15. Deposits**

The Hirer acknowledges that the extent of their liability for damage and misuse of the Venue is not limited to the amount of their deposit

#### **16. Insurance**

- 16.1. During the period of the hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify the Venue from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire.
- 16.2. The Venue shall not be liable for any death injury loss or damage however so caused to the Hirer, persons using the Premises and/or to their property except for death or personal injury or damage to property caused by negligence on the part of the Venue or its servants or agents; or any matter in respect of which it would be unlawful for the Venue to exclude or restrict liability.

#### **17. Data Protection**

- 17.1. Personal data supplied on the Hire Booking Form will be held and will be used by St George's Hall in accordance with the UK GDPR and Data Protection Act 2018.

#### **18. Care of Premises and Equipment**

- 18.1. The Hirer shall ensure no damage is caused or permitted to be caused to the premises or any equipment or fittings during hire period.
- 18.2. The Hirer shall be responsible for any damage caused or permitted to be caused to the premises or any equipment or fittings during the period of Hire.
- 18.3. Audio visual equipment is available to hire but a deposit of £50 is payable

#### **19. Advertising/ promotion**

- 19.1. No advertising shall be displayed on the premises without the written permission of the Venue.
- 19.2. Any artwork or other advertising for the event should be approved by the Venue.
- 19.3. Fly posting for events is not permitted

#### **20 Sports field**

- 20.1. The Hirer will be responsible for ensuring the playing surface is only used for the purpose of the hire and that any equipment is returned and safely stored.
- 20.2. Where the changing rooms are used these must be returned in a clean and tidy manner suitable for the next event. They should be locked after use and the key returned to and locked in the key safe. All lost keys will carry a replacement charge of £50.

20.3 Where the side field has been used and the barrier lifted this shall be locked closed at the end of the event.

20.4 Where the side field is used for parking this is at the Hirer's risk and the area will fall under the same rules and regulations as the main car park.

20.5 The Hirer will enforce the Venue rule of no dogs on the field.

## **21. General Regulations**

21.1. The Venue may from time to time amend or add to the Terms and Conditions of Hire in writing.

21.2. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

21.3 No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

21.4 This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.

**January 2024**