



Broadwas Village Hall

Terms and Conditions for Venue Hire

These Terms and Conditions, together with the online Booking Request Form and any annexes, comprise a legally binding Agreement between the Village Hall and the Hirer.

The Agreement governs the hire of the Premises to the Hirer solely for the purposes of the Function, together with the provision of any Facilities or other additional services, which the Village Hall have agreed to provide, or authorise, and is specified in the Booking Form.

1. Interpretation

Capitalised terms in the Agreement have the meanings given below. If the Hirer is in any doubt as to the meaning of any of the conditions, the Village Hall Admin should be contacted. Unless the context otherwise requires the singular includes the plural and vice versa.

Accredited Supplier	means a registered supplier of goods or services and hold all required licenses and insurance;
Agreement	means the contract between the Hirer and the Village Hall as stated on the Booking Request Form together with the Terms and conditions for Venue Hire;
Assistance Dog	means dogs that have been trained in order to provide assistance to disabled people and those with certain medical conditions;
Attendees	means all individuals who attend the Function;
Booking Administration Fee	means the nonrefundable £1 administrative charge which is applicable to each monetary transaction via PayPal, including both payment and refund; Booking Request Form submitted by the Hirer to the Village Hall Admin which depicts the details of the hire;
Booking Request Form	
Cleaning Charge	means a punitive charge of £40 for leaving the Hall in a poor condition;
Confirmed Booking	means a booking bound by the Agreement where Full Payment is satisfied and confirmation has been given by the Village Hall Admin;
Customer Data	means the data uploaded by or on behalf of Hirer;
Damages Charge	means a punitive charge to reclaim costs due to damage caused by the Hirer or any Attendees;
Facilities	means the requested and authorised use of Premises amenity or equipment as stated in the Booking Request Form;
Full Payment	means total payment of the Hire Fee and any applicable Hall Charges as charged in the Booking Request Form and requested as payment due in the subsequent invoices;
Function	means the event as described in the Booking Request Form including the use of the Premises and required Facilities.
Hall Charges	means additional charges outside of the Hire Fee which may be charged at the time of booking or retrospectively after the Premises has been reviewed, including but not limited to the Cleaning Charge, Hire Charge, Damages Charge, Booking Administration Fee;



Broadwas Village Hall

Hire Charge	means £50 charge for the misuse of the Premises or breach of the Agreement;
Hire Fee	means the total fee payable by the Hirer for the hire of the Premises for the Hire Period as specified in the Booking Request Form;
Hire Period	means the time or times reserved as stated in the Booking Request Form;
Hirer	means the legal person responsible for the hiring of the Premises as stated in the Booking Request Form;
Hirer's Handbook	means the folder in the Premises containing all required legal documents and information which is located in the Kitchen;
Premises	means Broadwas Village Hall or any part thereof as stated in the Booking Request Form;
Provisional Booking	means a booking request which is bound by the Agreement but Full Payment is not satisfied and confirmation has not been given by the Village Hall Admin;
Village Hall	means the Management Committee of Broadwas Village Hall;
Village Hall Admin	means the Management Committee of Broadwas Village Hall or anyone the Village Hall delegates the responsibility to;

2. Hire Agreement and Payment

- 2.1 The Agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the Hirer and the Attendees.
- 2.2 Arrangements for access to the Premises will be made with the Village Hall Admin shortly after a booking request status becomes a Confirmed Booking.
- 2.3 You may only occupy the Premises during the agreed Hire Period which should include set up and break down time. Without limiting our other remedies, if the Hirer or any Attendees occupy the Premises beyond the Hire Period this may result in additional Hire Charges being applied.
- 2.4 In consideration of the payment by the Hirer of the Hire Fee, and compliance with the Agreement, the Village Hall will make available the Premises for the Hire Period, for the purposes of the Function.
- 2.5 Full Payment is due prior to the Hire Period as charged in the Booking Request Form and requested as payment due in subsequent invoices. Where payment is outstanding, the booking is a Provisional Booking.
- 2.6 If you do not make Full Payment as requested and the invoice becomes overdue the Village Hall will terminate the Agreement and refuse to confirm the Provisional Booking.
- 2.7 Only Confirmed Bookings have authorisation to use the Premise. Where confirmation is not given and the Premises is used a Hire Charge and applicable Hire Fee will need to be paid as damages.
- 2.8 Payment method is online via PayPal or BACs as stated on the invoice.
- 2.9 A nonrefundable Booking Administration Charge is applicable to every transaction made via PayPal, excluding the need for a refund under Clause 5.4.



Broadwas Village Hall

- 2.10 When the Hire Period ends the Premises will be inspected and any damage or misuse of or to the Premises will result in Hall Charges being imposed.

3 Hirer Obligations

- 3.1 The Hirer shall not:
- 3.1.1 sub-let or use the Premises for any Function other than as described in the Booking Request Form;
 - 3.1.2 use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way;
 - 3.1.3 do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof allow the use of drugs or smoking on the Premises;
 - 3.1.4 use LPG appliances or bringing highly flammable substances onto the Premises;
 - 3.1.5 use internal decorations of a combustible nature (e.g. polystyrene, cotton wool);
 - 3.1.6 put decorations near light fittings or heaters;
 - 3.1.7 use drawing pins or tape on the walls or other surfaces.
- 3.2 The Hirer ('You') warrants and undertakes that:
- 3.2.1 You have legal capacity to accept and understand the Agreement;
 - 3.2.2 You are liable and responsible for the actions of all Attendees and must be present at the Function unless written approval for an agent is given by the Village Hall;
 - 3.2.3 all information provided shall remain truthful and accurate;
 - 3.2.4 the number of Attendees shall not exceed the respective maximum numbers set out in the Booking Request Form or displayed at the Premises;
 - 3.2.5 You shall at all times ensure the proper and careful use of the Premises and shall not allow any activity which may damage the Premises, or any neighboring site, or which may be or become a nuisance, annoyance or disturbance;
 - 3.2.6 You shall during the Hire Period keep the Premises in a safe condition;
 - 3.2.7 You shall as soon as possible (and in any event within twenty-four (24) hours) notify the Village Hall Admin of any damage to the Premises or to any objects, contents, or fittings in or at the Premises;
 - 3.2.8 You shall comply with any conditions imposed by any consent or permission that has been obtained for the purposes of the Function;
 - 3.2.9 You shall, and indemnify that all Attendees shall, comply with the Agreement and any applicable laws, including but not limited to:
 - 3.2.9.1 *laws relating to gaming, betting and lotteries;*
 - 3.2.9.2 *Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006, or laws relating to children and vulnerable adults;*
 - 3.2.9.3 *comply with all conditions and regulations required by the Licensing Act;*
 - 3.2.9.4 *if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations;*



Broadwas Village Hall

- 3.2.9.5 *the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder;*
- 3.2.9.6 *all conditions and regulations made in respect of the Premises or Function by the Local Authority;*
- 3.2.9.7 *if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales.*
- 3.2.10 You shall ensure that appropriate risk assessments are performed for all activities to be conducted at the Premises as part of the Function and that You provide such risk assessments to the Village Hall on request;
- 3.2.11 ensure the Function does not disrupt the use of any other room hired by other persons, or neighbouring sites;
- 3.2.12 any electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner, using Residual Current Circuit Breakers where appropriate;
- 3.2.13 no animals (including birds), except Assistance Dogs, are to be brought into the building, without written permission of the Village Hall.

4 Public safety compliance

- 4.1 The Hirer shall comply with the Premises risk assessments, policies and notices as located in the Hirer's Handbook.
- 4.2 The Fire Service shall be called to any outbreak of fire and details shall be given to the Village Hall Admin within a reasonable time.
- 4.3 The Hirer acknowledges that they have received instruction on the following matters:
 - 4.3.1 the action to be taken in event of fire, includes calling the Fire Brigade, evacuating the hall, and the evacuating meeting place;
 - 4.3.2 the location and use of fire equipment;
 - 4.3.3 escape routes and the need to keep them clear;
 - 4.3.4 method of operation of escape door fastenings;
 - 4.3.5 appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire;
 - 4.3.6 location of the first aid station;
 - 4.3.7 location of the hall's accident book.
- 4.4 At the start of any Function the Hirer shall check the following items:
 - 4.4.1 That all escape routes are free of obstruction and can be safely used for instant free public exit.
 - 4.4.2 That any fire doors are not wedged open.
 - 4.4.3 That there are no obvious fire hazards on the Premises.
 - 4.4.4 That they have read and understood the Hirer's Handbook.



Broadwas Village Hall

5 Cancellation and Termination

- 5.1 Specific cancellation provisions may apply in the event of a pandemic and are set out in Clause 6 below. Otherwise, the provisions of this Clause 5 alone will apply to cancellation or termination.
- 5.2 If the Hirer requests to cancel a Confirmed Booking the Village Hall requires notice of at least two calendar weeks of the Function to provide a full refund. If cancellation is within two calendar weeks of the Function, then a partial refund of 50% is applicable unless the Hirer accepts a credit note. Where a credit note is accepted a full refund will be credited to the Hirer's account.
- 5.3 If the Hirer wishes to cancel a Provisional Booking, then they are able to do so from their Hirer account via the booking system.
- 5.4 The Village Hall reserves the right to cancel this booking by written notice to the Hirer in the event of:
 - 5.4.1 the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
 - 5.4.2 the Premises becoming unfit for the use intended by the Hirer;
 - 5.4.3 an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
- 5.5 In any such case under Clause 5.4, the Hirer shall be entitled to a refund of any applicable monies already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.
- 5.6 The Village Hall reserve the right to terminate any activities at the Premises, and refuse entry to or remove any person, whose conduct is incompatible with the Agreement, including in relation to any: (i) unlawful activity, such as libelous, infringing or discriminatory activity, or any involvement in national or international crimes; (ii) activity which we otherwise deem to be inappropriate, unseemly or offensive, especially if not disclosed to and approved by the Village Hall in advance.
- 5.7 In any such case under Clause 5.6, the Hirer shall not be entitled to a refund and in addition may be charged Hall Charges. The Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

6 Pandemics, Epidemics and Infectious Diseases

- 6.1 Both the Village Hall and Hirer will comply with any official guidance from UK Government in relation to any pandemic, epidemic or infectious disease, and to notify the other promptly of any impact such a circumstance may have on the performance of our respective obligations under the Agreement.
- 6.2 The Hirer agrees to comply with, and indemnify that all Attendees comply with, any measures communicated, such as, without limitation:
 - 6.2.1 imposing maximum Attendee numbers at the event;
 - 6.2.2 limiting food or drink availability, or changing the means by which either are served;



Broadwas Village Hall

- 6.2.3 imposing specific requirements regarding personal protective equipment such as the wearing of masks, or specific safety measures such as the use of sanitiser or distancing procedures;
- 6.2.4 limiting any planned entertainment for your Function;
- 6.2.5 The Village Hall may acting reasonably revise the Hire Fee to reflect any measures taken and will notify the Hirer as early as is reasonably practicable of any such revisions;
- 6.2.6 If the Village Hall are obliged to close the Premises due to Government restrictions, or if the Village Hall decide to close them due to their own safety concerns, the Village Hall will seek to agree with the Hirer an alternative date for the Function;
- 6.2.7 If agreement cannot be reached regarding Clause 6.2.6 the booking will be cancelled and monies paid will be returned. The Village Hall will have no liability to the Hirer in connection with any such changes in date or cancellation;
- 6.2.8 If you choose not to proceed with the Function for other reasons connected with a pandemic, epidemic or infectious disease, such as regional lockdowns not affecting Worcestershire, or not wishing to hold the Function whilst physical distancing measures are in force, then Clause 5 applies.

7 Indemnity and Liability

- 7.1 Commercial Hirers must hold Public Liability Insurance (£5,000,000 minimum indemnity).
- 7.2 Use of a bouncy castle or any playground/soft play equipment is absolutely prohibited unless agreement with the Village Hall has been agreed in writing. Upon booking, where a bouncy castle or playground equipment is to be used, a Hirer will be required to read and sign 'The Bouncy Castle Waiver' and agrees to absolutely indemnify the Village Hall against any damages or liability connected to the Bouncy Castle regardless of foreseeability. Once the booking has been reviewed the Village Hall will confirm the booking if deemed acceptable.
- 7.3 The Hirer will indemnify the Village Hall against all liabilities, losses, damages, costs and expenses suffered or incurred by any party arising from:
 - 7.3.1 any third-party claim brought or threatened against the Village Hall from the Hirer's breach of the Agreement; the Hirer's negligence; or any other wrongful act; or omission on the Hirer's part; or the part of any Attendee; or in connection with the Function;
 - 7.3.2 any damage to the Premises, damage to or loss of any property at the Premises, or injury to any person caused by any Attendee; or the Hirer's breach of the Agreement; or any other negligence; or wrongful act; or omission on the Hirer's part; or the part of any Attendee.
- 7.4 The Village Hall will notify the Hirer promptly if they become aware of any claim against which the Hirer is required to provide an indemnity.
- 7.5 The Hirer must notify the Village Hall or the Village Hall Admin promptly of any claim brought or threatened against the Hirer or any other dispute in connection with the Function, providing such details as the Village Hall may require.
- 7.6 The Hirer shall be liable for:



Broadwas Village Hall

- 7.6.1 the cost of repair of any damage (including accidental and malicious damage) done to any part of the Premises including the curtilage thereof or the contents of the Premises;
- 7.6.2 all claims, losses, damages and costs made against or incurred by the Village Hall, their volunteers, agents, or invitees in respect of damage or loss of property or injury to persons arising as a result of the Hirer's Function, including the storage of equipment;
- 7.6.3 all claims, losses, damages and costs made against or incurred by the Village Hall, volunteers, agents, or invitees as a result of any nuisance caused to a third party as a result of the Hirer Function.
- 7.7 Where a claim is made against the Village Hall, the Village Hall is only responsible for proportionate damage which are reasonably foreseeable and damage is caused by the Village Hall's negligence, breach, or failing to use reasonable care and skill.
- 7.8 The Village Hall does not indemnify against the Village Hall Admin who is a third-party service provider.

8 End of the Hire Period

- 8.1 The Hirer shall be responsible for:
 - 8.1.1 removing from the Premises, before the end of the Hire Period and to the satisfaction of the Village Hall or any authorised agent, all equipment used for the Function not supplied by the Village Hall, including all litter, waste, or recyclable materials resulting from the Function;
 - 8.1.2 leaving the Premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced.
- 8.2 The Hirer is responsible for all costs of fully restoring and reinstating the Premises to the condition prior to the Hire Period.
- 8.3 Where damage occurs or the condition unsatisfactory Hall Charges will be applied, including but not limited to Cleaning Charges, Hire Charges, and or Damages Charge.
- 8.4 Unless otherwise agreed, the Village Hall shall undertake any repairs, reinstatements, or restorations ourselves and pass all costs incurred on to the Hirer as part of the Damages Charge, which may include the costs of specialist craftspeople or consultants (particularly in relation to works of art or items of value).
- 8.5 The Village Hall accept no responsibility for any equipment, items or other articles brought to the Premises by the Hirer or any Attendee or left at the Premises following the Function.
- 8.6 The Village Hall may remove and dispose of anything left at the Premises after the Hire Period.

9 No alterations

- 9.1 No alterations or additions may be made to the Premises, nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Village Hall.



Broadwas Village Hall

- 9.2 Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the Premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Village Hall any damage caused to the premises by such removal.

10 General

10.1 Use of Customer Data

The Hirer grants the Village Hall a nonexclusive, worldwide, transferable, irrevocable right and license to use, store, reproduce, modify, distribute, transmit, and display the Customer Data solely for the purpose of providing and improving services to Hirer, or for any commercial and marketing purposes.

10.2 Relationship between the Parties

Nothing in this Agreement creates any partnership or relationship of principal and agent between us and you. Neither party may make any commitments on the other party's behalf.

10.3 Data Protection

The Village Hall will comply with applicable law in relation to personal data processed.

The Hirer must (and must ensure that all relevant Attendees) comply with applicable data protection law in relation to any personal data processed or provided in connection with the Function. In particular, the Hirer must ensure that any disclosure of any relevant personal data is lawful, that any consent necessary to disclose relevant personal data is obtained.

Any personal information you provide the Village Hall or an agent thereof as part of the booking process is governed by the Village Hall Data Protection Policy. The Village Hall is not liable for any associate breach or damages as a result of the Village Hall Admin.

10.4 Assignment and sub-contracting

You may not assign, sub-contract or otherwise dispose of any of your rights or obligations under the Agreement without the Village Hall's written consent.

10.5 Severability

If any provision (or part of a provision) of this Agreement is held to be invalid or unenforceable, then such provision (or relevant part, as the case may be) shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement, and the validity and enforceability of the other provisions (and part provisions) of this Agreement shall not be affected.

10.6 Law

The Agreement and any connected claims shall be governed by and construed in accordance with English law, and subject to the exclusive jurisdiction of the English courts.