

BOOKING AGREEMENT

By proceeding with your booking you are deemed to have accepted the following terms and conditions for the hire of the hall.

TERMS & CONDITIONS OF HIRE

Agreements with the Trustees of Sherwood Park Hall CIC for the hire of Sherwood Park Hall or any part thereof ("the Premises") are subject to these Terms and Conditions of Hire ("the Hire Conditions").

Undertaking of the Hirer

The Hirer undertakes to ensure that they have an understanding of the Hire Conditions for the time being in force.

Supervision by the Hirer

The Hirer undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in these Hire Conditions and any relevant licenses.

Responsibility of the Hirer

The Hirer shall be responsible during the period of hire for:-

- Being familiar with, and complying with, the guides provided for the use of Sherwood Park Hall CIO
- Ensuring that the Premises are kept secure for the duration of the hire
- Supervision of the use of the Premises and the care of its fabric and contents
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons
- Ensuring that the Premises (including foyer, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish put in the bins provided in the appropriate bags at the end of the hire
- Ensuring that all equipment, chairs piled on top of each other and tables folded up for our caretaker to bring them to the storage positions safely, the Premises are cleared of people, all lights switched off, and the building secured, except for any facilities or room or public area in use by another continuing hire
- Ensuring the floor is mopped and or swept after an event, all disposable plates and cups are in bin bags and not discarded on the grounds
- Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard or leave any marks on the walls or floor
- Ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner

- Ensuring that no animals (including birds), except assist dogs are brought into the building, without written permission of the Sherwood Park Hall CIO Trustees on the occasion of a special event or hire agreed to by the Hall
- Ensuring that NO animals whatsoever enter the kitchen at any time
- Ensuring that no LPG appliances or highly flammable substances are brought onto the premises
- Ensuring that they and their attendees recognise the fact that the Premises are situated in a residential neighbourhood and conduct themselves accordingly by, for example, taking care not to slam car doors, especially late at night, and not playing music or making other sounds at inappropriate levels
- Conforming with the Sherwood Park Hall Bouncy Castle policy and confirming to Sherwood Park Hall that they have appropriate public liability insurance.

Bookings that may be refused

Sherwood Park Hall booking administrator, on behalf of the trustees, has the right to refuse any booking for whatever reason, including concern over potential noise levels and other nuisances especially to neighbours. With this in mind, the hall is unlikely to accept bookings for unsupervised teenage and young adult parties; bookings of this nature are at the discretion of the directors.

Cancellation

- 100% Refunded if cancelled 4 weeks or 28 days or more before a booking
- 50% of booking charge is due if cancellation is between 22 – 27 days before a booking
- 100% of booking charged and not refunded if cancellation is 3 week or 21 days before a booking
- Your booking can be deferred for another date within 1 year of your original booking

Payment terms

- For a single booking, payment is due before the event, no exceptions or we will refuse entry
- For any single booking open to the public, which covers its costs by ticket sales or other fund-raising activities at the event, payment is due 30 days after the event.
- When an event, open to the public and covering its costs by ticket sales, requires additional bookings for rehearsal or setup time, then payment for those additional bookings is not due until 30 days after the final fund-raising event.
- For a series of bookings, payment is due 30 days after each event, except...

- When a discount for payment in advance (currently 10%) has been applied to a series of bookings, payment is due before the first event in the series.

Deposit

A deposit is required for all your hall hire which should be refunded within 5 working days of your hall booking. Please be aware that your deposit will be lost for any of the following reasons.

- If the hall is not left in an acceptable state as detailed above,
- You leave after your agreement hours,
- Broken any of the rules in this booking agreement
- Any hire items used without our consent or that have not been pre-arranged with us
- Hall not cleaned as detailed above

Fire Regulations

The Hirer shall:

- Ensure that the “Emergency Exit” signs are kept illuminated
- Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to Sherwood Park Hall
- Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event
- Ensure that all fire exits in the hall they have booked are kept clear at all times, however. if any equipment, is positioned close to an exit, the user of the equipment is made responsible for moving it rapidly out of the way of the exits in the event of an emergency
- Ensure that the relevant hall lobby and foyer entrances are not blocked with items such as buggies, wheelchairs or mobile scooters
- The Evacuation Meeting Place is at the corner of the Car Park next to the Hall and opposite to the Entrance. No person may re-enter the Hall without the permission of the Fire Brigade.

Use of Premises

The Hirer shall not:-

- Sub-let or use the Premises for any purpose other than that described in their Booking Application
- Use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- 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 on the Premises
- Allow smoking in the Premises, in the patio area or in the vicinity of the entrances.

Rubbish Bags

Rubbish bags provided by the hall but not our obligation, please bring rubbish bags if you are expecting a lot of people or disposing of rubbish, do not leave any big items to throw away behind. Big items to dispose of are not accepted at Sherwood Park Hall. Please put all rubbish in bin bags if food or rubbish is not disposed of in the right way you will lose your refundable deposit.

Car Parking

Vehicles are parked at the owner's risk and may be parked in the area provided by us. **DO NOT PARK ON THE GRASS**, The space at the side of the hall is reserved for emergency vehicle use, do not block this road, but may be used temporarily for unloading only not adhering to these your refund deposit is at risk.

No Speakers outside

Due to regulations speakers are not allowed outside, breaking this rule could affect your deposit.

Please leave the premises quietly at the end of your hire with no loitering to disturb neighbours or prevent other hall hirers from entering.

Premises Licence and other relevant legislation

The Hirer is responsible for:

- Notifying Sherwood Park Hall that they are running a bar and selling alcohol, The charge for any fee or licence required for this is not included in the hire charge.
- Conforming to the terms of the **Temporary Events Notice Agreement** from the Government for such use at Sherwood Park Hall, including, but not limited to, permitted hours for licensable activities (serving alcohol, playing live or recorded music).
- Ensuring that Alcohol is not served to any person under the age of 18 years.
- Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure

The Hirer shall ensure that the users:

- Do not contravene the law relating to gaming, betting, and lotteries
- Comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.
- A breach of this condition may lead to prosecution by the local authority.

Compliance with legislation relating to children or vulnerable adults

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons

have access to children or vulnerable adults. **Child Protection Policies are the responsibility of the Hirer.**

Indemnity

The Hirer shall indemnify and keep indemnified each of the Trustees of Sherwood Park Hall and their employees, volunteers, agents and invitees against:

- The cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
- Against all actions, claims, and costs of proceedings arising from any breach of the Hall Conditions
- All claims in respect of damages, including damage for loss of property or injury to persons, arising as a result of the use of the Premises (including the storage of equipment) by the Hirer
- As directed by the Village Hall, the Hirer shall make good or pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings or contents and for loss of contents

Insurance

The Hirer is responsible for ensuring that any catering company or operator hired to bring equipment such as bouncy castles onto the Premises has relevant and appropriate insurance, which shall include public liability insurance.

Commercial hirers must provide Public Liability insurance (£5,000,000 minimum indemnity).

Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to an authorised representative of Sherwood Park Hall as soon as possible and complete the relevant section in Sherwood Park Hall's Accident Book. The hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called.

Any failure of equipment, either that belonging to Sherwood Park Hall, or brought in by the Hirer must also be reported as soon as possible.

Sherwood Park Hall Hire Items

Only items pre-ordered and paid for will be available to you on the day of hire, we cannot offer you any items on the day that has not been pre-arranged even if the item is on the premises.

Any item brought specifically for your event is considered hire items and is owned by us. Tables and chairs come as part of your hire, we are a community hub and have heavy use during the week, we advise tablecloths are used for the tables due to wear and tear

Stored equipment

Sherwood Park Hall may provide storage space, including lockers, for regular users, and may charge a deposit for the use of a key to these storage spaces. These keys remain the property of Sherwood Park Hall, and, on request, must be returned to Sherwood Park Hall.

Sherwood Park Hall accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement must be removed at the end of each hiring or storage period. Sherwood Park Hall may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

Lost / Left Behind or Stolen Items

Sherwood Park Hall bears no responsibility for items that are lost left behind or stolen, this is the sole responsibility of the hall hirers and we will not be held responsible for any of these items so please be responsible.

No alterations

Decorations may be hung from the ornamental bosses/hooks provided on the sidewalls of the Halls but not elsewhere. On request, Hirers must produce a certificate that the decorations are not a fire hazard. No Blu-tack, drawing pins, adhesive tape or similar may be used.

No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of Sherwood Park Hall.

Any alteration, fixture or fitting, or attachment, so approved, shall, at the discretion of Sherwood Park Hall, remain in the Premises at the end of the hiring and become the property of Sherwood Park Hall or be removed by the Hirer. The Hirer must make good to the satisfaction of Sherwood Park Hall any damage caused to the Premises by such removal.

Interruption of Regular Bookings

If a Hirer is a regular weekly user, the Sherwood Park Hall reserves the right to cancel all, or part of, certain bookings in favour of one-off bookings. Such cancellations shall not occur more than once a month, and at least six weeks' notice shall be given of such cancellation.

Sherwood Park Hall reserves the right to nominate a specified weekday evening as not being available for regular weekly bookings, so that priority can be given to monthly, or less frequent, bookings.

Cancellation by the Hirer

If the Hirer cancels the booking before the date of the event and Sherwood Park Hall is unable to conclude a replacement booking, Sherwood Park Hall may, at their discretion, require a further payment of hire fees or withhold part of the deposit and hire charge already paid.

Cancellation by Sherwood Park Hall

Sherwood Park Hall reserves the right to cancel a hiring by written notice to the Hirer in the event of a national emergency, or similar *force of nature* situation that requires the

Premises to be closed, or of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum or if Sherwood Park Hall reasonably consider that:

Such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or the Premises have become unfit for the use intended by the Hirer. In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the Sherwood Park Hall shall not be liable for any resulting direct or indirect loss or damages whatsoever.

Acceptance

These Terms and Conditions will have been made available to the Hirer at the time of making the booking.

By proceeding with the booking the Hirer is deemed to have accepted these terms and conditions.