

## **Rules for the Hire of Whitchurch Parish Hall**

1. All hire fees, storage charges and deposits must be paid at the times stipulated in the Application for Hire. The Hirer will have no right to use the premises until all payments have been made in full at the times stipulated.
2. Private functions will require a 25% deposit (non refundable) on booking.
3. If the Hirer wishes to cancel the booking and the Committee is unable to conclude a replacement booking, the question of repayment of fees shall be at the discretion of the Committee.
4. Storage of items in the premises is at the discretion of the Committee, subject to the availability of space and will be subject to a charge.
5. The Committee accepts no responsibility for any stored equipment or other property brought onto or left on the premises, and all liability for loss or damage is hereby excluded. Other than those items for which storage has been paid, any items shall be removed at the end of the period of hire. The Committee reserves the right of dispose any such items.
6. The Hirer shall indemnify and keep the Committee or its employees or agents and invitees indemnified against all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including storage of equipment) by the Hirer.
7. The Committee may require the Hirer to take out insurance to cover the Hirer's responsibilities and under these circumstances will require sight of the insurance policy.
8. No literary, dramatic, musical, film or video work shall be performed or shown at the premises without the Hirer obtaining all necessary copyright licences.
9. The Hirer will ensure that the playing of any music and/or the sale of alcohol finishes by 11pm, to comply with the closure times shown in the Premises Licence.
10. The Hirer will comply with all conditions attaching to the Premises Licence (attached) and will indemnify the Committee against all losses, costs, damages and expenses resulting from any failure to comply with the same.
11. Alcohol may only be sold or served with the approval of the Committee, which will depend on the Committee's approval of a suitable person to supervise the sale on behalf of the Hirer. The Hirer is responsible for adherence to the regulations relating to the sale of alcohol, which will be supplied to all Hirers requesting this facility.
12. If the Hirer uses a caterer to provide food then the Hirer is responsible for ensuring that all food hygiene regulations are complied with.
13. The Hirer shall, during the hiring, be responsible for:
  - prevention from damage and protection of the fabric and contents of the premises
  - the behaviour of all persons using the premises, whatever their capacity
  - ensuring that the noise level in the Hall is such that it does not cause annoyance to owners or occupiers of nearby premises

- ensuring that the external doors are closed, except for access, in order to reduce the possibility of noise disturbing the Hall's neighbours
- ensuring that persons leaving the premises during or following the hiring shall do so in an orderly manner and in such a way as not to cause nuisance or annoyance to owners or occupiers of nearby premises
- ensuring that all those using the Hall are aware of the safety and fire instructions and that they are complied with

13. At the direction of the Committee, the Hirer shall make good or pay for any damage, howsoever caused, to the premises or to the fixtures, fittings or contents.

14. The Hirer shall only use the premises for the purpose on the Application for Hire and will not, without obtaining the prior consent of the Committee, use or enter the premises at any times other than those stated on the form.

15. The Hirer shall not assign the benefit of the Application for Hire. The Hirer shall not share the use of the premises with any other person or organisation other than a member or invitee of the Hirer.

16. 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 approval of the Committee.

17. The booking may be terminated by the Committee if:

- any of these conditions are broken prior to the hiring, in which case the refund of any fees shall be at the discretion of the Committee;
- in the case of circumstances arising where the whole or part of the premises becomes unavailable for use, in which case all fees (including any deposit) paid by the Hirer shall be refunded.

The above is without prejudice to any claim by the Committee against the Hirer for non-payment of fees or non-compliance with these rules.

18. The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any laws or bye laws issued in connection with such sales.

19. The Application for Hire constitutes permission only to use the premises, and confers no tenancy or other right of occupation on the Hirer.