

Terms & Conditions of Hire

1. An agreement for hiring the Hall will be sent to the Hirer, together with a copy of this Annex and of the Hall's Safeguarding Policy, for signature and forwarding to the Hall Treasurer at the address given on the Agreement.
2. A hiring will only be considered secured when the Treasurer has received the signed agreement and payment of the full fee or of an agreed deposit.
3. The person who signs the agreement must be over 18 years of age and is considered to be the Hirer. Where a promoting organisation is named above the Hirer on the Agreement, the organisation shall also be considered the Hirer and shall be jointly and severally liable hereon with the person who signs the form.
4. Should the Hirer wish to cancel any hiring, the fees will be returned, minus a handling fee of 10% or £100 for a Wedding Reception, when notice is given in writing more than 28 days before the date of the event. In certain circumstances, e.g. during pandemics, the Trustees or their representative may agree to the same refund if less than 28 days' notice is given.
5. The Trustees or their representative may refuse any application for the hire of the Hall without stating a reason.
6. Alcoholic Drinks:
 - a. Alcoholic drinks may be served free.
 - b. No sale of alcoholic drinks may be undertaken unless the Hirer has engaged someone who holds a current Alcohol Licence in accordance with the Licensing Act 2005. The current Licensee for Cheddon Fitzpaine Memorial Hall can be obtained from the Hall Manager.
 - c. Hirers of the Hall may use other Outside Bars who hold a current Alcohol Licence.
 - d. No event may be advertised stating the availability of alcoholic drinks (whether free or not) without the prior permission of the Trustees or their representative.
 - e. The hirer of the hall has responsibilities and should there be any problems as a result of excess alcohol consumption, the Hirer could find themselves personally accountable.
7. Music and Dancing:
 - a. All the conditions attached to the Music and Dancing Licence for the Hall shall be duly observed. A copy of such Licence may be seen on application to the Trustees or their representative and the Hirer shall be deemed to have had notice of all such conditions.
 - b. All music must cease at 11pm on weekdays and Sundays, and at 11.30pm on Saturdays.
 - c. The Hall's Licence does not cover performances of Ballet, Opera, Choral Works etc. The Hirer is responsible for obtaining the requisite Performing Rights Society Licence and this must be made available to the Hall Trustees or their representative prior to the event.
8. The hire of the Hall does not entitle the Hirer to use or enter the premises at any time other than the specific hours for which the Hall is hired.

9. When the hire includes an overnight period, the Hall must be vacated and locked by half-past midnight unless otherwise agreed by the Trustees or their representative.
10. A representative of the Trustees will meet all Hirers at the Hall at a mutually agreed time.
11. At no time is the Hall to be left unlocked and unattended during the period of hire.
12. The Hirer shall not sublet the Hall or any part thereof.
13. All advertising of events is subject to the approval of the Trustees or their representative and includes posters, newspaper inserts, magazine inserts, tickets, radio and television announcements etc.
14. Losses and Damage:
 - a. The Hirer is responsible for all damage to the Hall and property in the hall & grounds occurring during the period of the hiring or while persons are entering or leaving the Hall pursuant to the hire however and by whomsoever caused. Any deposit paid may be used towards repairs of any damage caused.
 - b. The Trustees of the Hall shall not be responsible for:
 1. Damage or loss of any property arising from the hiring;
 2. Any damage or injury which may be incurred by, or be done, or happen to any person or persons resorting to the Hall during the hiring arising from any cause whatsoever;
 3. Any loss due to any breakdown of machinery, failure or supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Hall to be temporarily closed or the hiring to be interrupted or cancelled.
 - c. The Hirer shall indemnify the Trustees against any claim which may arise out of the hiring or which may be made by any person resorting to the Hall during the hiring in respect of any loss damage or injury.
15. The right of entry to the Hall is reserved to the Trustees of the Hall, their representative and any police officer at any time during the hiring.
16. The Hirer shall be responsible for keeping good order in the hall during the hiring and the Trustees of the hall or their representative may, if they think fit, charge the Hirer for any extra expense he may incur for engaging police constables to preserve order prior to, during, or after any engagement or meeting in the Hall.
17. The Hirer will take reasonable care to ensure that the occupants of neighbouring properties are not inconvenienced by noise, obstruction by vehicles and the like.
18. The Trustees or their representative reserve the right to put a stop to any entertainment or meeting not properly conducted.
19. No fixtures/fitments of any kind shall be driven into any part of the Hall nor shall any placard or other articles be fixed hereto. The Hirer may attach decorations in the Hall to the provided hooks. Blue tack, sticky tape and adhesives are not permitted.

20. End of Hire period:

- a. The Hirer shall leave the Hall in a clean and orderly state.
- b. All empty bottles, cans, waste paper, food debris and any other rubbish must be cleared from the Hall and suitably disposed of. Should rubbish be left in the Hall, a charge of £30 will be made for its disposal.
- c. Property of the Hirer and the Hirer's agent must be removed from the Hall within 30 minutes of the expiration of the hiring or fees will be charged for each hour or part thereof until the same is removed. The Trustees of the Hall or their representative will accept no responsibility for any property left on the premise after the hiring.
- d. In the case of bazaars, jumble sales and any other occasion when property is brought into the premises for sale, all property remaining unsold at the termination of the hiring will be considered the property of the Hirer for the purpose of the condition.

21. No flags, emblems or other decorations shall be displayed outside any part of the Hall without the previous consent of the Trustees or their representative.

22. The Hirer shall remove any flag, emblem or other decoration displayed inside the Hall if in the opinion of the Trustees, or their representative, it is considered unseemly or exposes the Hall to an undue risk of fire, or in their opinion is likely to lead to disturbance or a breach of the peace.

23. No exits may be blocked, chairs or other obstructions placed in corridors or fire appliances removed or tampered with.

24. No additional lights or extensions from the existing electric light fittings shall be used without the previous consent of the Trustees or their representative.

25. No part of the Hall shall be used for the sale of carpets or furniture or real property by auction or otherwise without the consent of the Trustees or their representative.

26. The maximum number of persons allowed in the Hall at any one time by the Local Authority is 200 standing/dancing, 120 seated at tables.

27. No smoking is permitted in any part of the Hall.

28. Fireworks are not permitted on the premises or within the grounds of the Hall without permission of the Trustees or their representative.

29. Hirers, having returned their signed agreement, are deemed to have entered into a contract and in so doing have agreed to abide fully by these Terms and Conditions.

30. In certain circumstances the Hirer will be required to pay a deposit of £100 and this will be identified on the agreement. Upon a satisfactory inspection of the hall by the Trustees representative, the deposit monies will be returned forthwith.

31. Specific Terms and Conditions applicable to a particular hiring will be included on a separate annex to the Agreement.