

TERMS AND CONDITIONS OF HIRING STOKE POGES VILLAGE CENTRE

Contract

- 1) All applications for hire of accommodation at the Village Centre shall be in writing on the appropriate form from persons over 18 years of age. The HIRER having completed the "Application for Hire of Premises" indicates acceptance of and shall be bound by these terms and conditions for the Hiring. Applications for hire where the majority of attendees are between 13 and 20 years of age will not be accepted.

Rules

- 2) The use of the Village Centre is subject to the "Rules for the Use of the Village Centre" made from time to time by the Committee of Management and displayed in the premises. The HIRER shall ensure compliance with these Rules.

Accommodation

- 3) The Hiring shall comprise only those parts of the Village Centre requested upon the application form and subsequently agreed by the Lettings Officer together with use of the car parking areas and toilets.

Use

- 4) The premises shall not be used for any purpose other than that stated on the application form. The HIRER shall not sublet the premises or use the premises for any unlawful purpose or in any unlawful way nor do anything or bring on to the premises anything which may endanger the premises, users of the premises, or any insurance policy relating thereto.

Supervision

- 5) The HIRER shall, during the period of the Hiring, be responsible for the supervision of the premises, protection of the fabric of the building and its contents, safety from damage however slight, or change of any sort, and the behaviour of all persons using the premises whatever their capacity, including proper supervision of parking arrangements so as to avoid obstruction of the highway. The HIRER shall ensure that the minimum of noise is made by users on arrival and departure.

Supervision of Children

- 6) The HIRER will arrange for children to be adequately supervised at all times and will ensure that they are prevented from entering any parts of the premises apart from those requested on the application form and toilets. The HIRER will ensure that children are not allowed to play outside the premises, in rooms not hired and in common areas (corridors, toilets etc).

Indemnity

- 7) The HIRER shall indemnify the Committee of Management for the cost of any repair of any damage done to any part of the premises (including the car park and surrounding area) thereof or the fixtures, fittings and other contents of the building during or as a result of the Hiring.

Insurance

- 8) The HIRER shall be responsible for making arrangements to insure against any third party claims which may lie against the HIRER or his/her organisation while using the premises. (The Committee of Management is insured against any claims arising out of its own negligence.)

Licences

- 9) The HIRER shall be responsible for obtaining any licences, registrations, approvals, consents or permissions from the appropriate authorities necessary in connection with the Hiring, other than those already held by the Committee of Management.

Smoking

- 10) Smoking is not permitted in any part of the building. Ashtrays are provided outside both entrances.

Intoxicating liquor

- 11) No intoxicating liquors shall be bought, sold, supplied or consumed on any part of the premises except as supplied by Stoke Poges Village Centre Social Club Limited.

Regulations

- 12) The HIRER shall be responsible for the observance of all regulations and licence conditions appertaining to the premises stipulated by the Licensing Justices, the Fire Authority, the Local Authority or otherwise.

Food

- 13) The HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

Sale of Goods

- 14) The HIRER shall, if selling goods at the premises, comply with the Fair Trading Laws and any local code of practice issued in connection with such sales. In particular, the HIRER shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address, and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

Discrimination

- 15) The HIRER shall not discriminate, in any of its activities, on grounds of race, gender, marital status, disability, religion, politics or ethnic origins.

Music

- 16) No music is permitted after 11.30pm Monday-Saturday, 11.00pm Sunday. The HIRER shall be responsible for ensuring that any music played shall not be so loud as to cause undue disturbance to residents living nearby or to other users of the Village Centre. This applies particularly in summer when doors and windows might be left open.

External signs

- 17) No signs shall be displayed outside the Village Centre without the prior written approval of the Committee of Management.

Smoke

- 18) The use of fireworks or machines generating smoke, carbon dioxide or other emissions is expressly prohibited.

Balloons

- 19) The HIRER will ensure that no helium filled balloons are allowed to rise to the ceiling. Any balloons found on the ceiling after a hire will be removed on the following day. The height of the ceiling in the Main Hall requires the employment of a specialist contractor and all costs will be passed on to the HIRER.

Departure and Security of the Building

- 20) All Hirings shall finish and the premises shall be vacated by 11.45pm Monday-Saturday, 11.15pm Sunday (or by the finish time stated on the application form if earlier).
- 21) The Committee of Management will provide a cleaner for Saturday and Sunday evening hires ending at or after 11.00pm. The HIRER shall be responsible for ensuring that all persons have left the premises on time.
- 22) For all other Hirings the HIRER shall be responsible for ensuring that all persons have left the premises on time and that the premises and surrounds are left in a clean and tidy condition. Any contents temporarily removed from their usual position shall be returned to their proper place. All lights, heaters and other electrical equipment shall be switched off. All external doors shall be closed and fire exits properly secured.

Security of Personal Property

- 23) The Committee of Management shall not be responsible for the safety and security of personal property (including motor vehicles) and equipment belonging to the Hirer or any person attending the premises as a result of the Hiring and the HIRER shall be responsible for making all such arrangements as may be deemed necessary. If any caretaker or other person in the employ of the Committee of Management shall assist in any such arrangements they shall be deemed to do so as agent or servant of the HIRER and not as part of their employment.

Exclusion of Liability

- 24) The Committee of Management shall not (unless due to their negligence) be responsible for any injury to persons or loss or damage to personal property (including motor vehicles) and equipment sustained as a result of the activities of the Hiring.
- 25) In the event of the Village Centre or any part thereof being rendered unfit for the use for which it was hired the Committee of Management shall not be liable to the Hirer for any resulting loss or damage whatsoever.

Regular Hirers

- 26) A Regular Hirer shall submit an application form for the series of bookings required. A Regular Hirer shall upon receipt of an invoice settle the account within 14 days. If an invoice is not paid within 14 days the Committee of Management reserves the right to impose a surcharge on the amount outstanding at the rate of 5% per month.

Deposit

- 27) The HIRER, other than approved Regular Hirers paying on account, shall pay on submitting an application such deposit as may be required by the Committee of Management (as quoted on the application form). The deposit will be returned (less any charge the Committee of Management may impose) following the hire. A charge will be made for damage to the building, fixtures or fittings or if these Terms and Conditions are breached. For example, if:
- a) music is played after 11.30pm (11.00pm on Sundays)
 - b) the premises are not vacated by 11.45pm Monday-Saturday, 11.15pm Sunday (or by the finish time stated on the application form if earlier)
 - c) complaints are received from residents living nearby or from other users of the Village Centre

Payment

- 28) The HIRER shall pay the full hire charge at least one calendar month prior to the date of the Hiring otherwise the Hiring may be cancelled by the Lettings Officer in which event the deposit will be refunded less 25% of the hire charge (subject to a minimum of £10).
- 29) If the date of the Hiring is less than six weeks away when the application is submitted the full charge shall be paid at the time of booking.

Cancellation by the Hirer

- 30) Notification of cancellation must be made **IN WRITING** to the Lettings Officer. The Committee of Management reserves the right to use its discretion regarding cancelled Hirings. In the event that the HIRER cancels the Hiring the HIRER shall remain responsible for the following charges:
- a) If cancellation is notified more than 28 days before the date of the Hiring the HIRER shall pay a £10 administration charge.
 - b) If cancellation is notified between 14 and 28 days before the date of the Hiring the HIRER shall be responsible for 25% of the hire charge (subject to a minimum of £10).
 - c) If cancellation is notified between 7 and 13 days before the date of the Hiring the HIRER shall be responsible for 50% of the hire charge.
 - d) If cancellation is notified less than 7 days before the date of the Hiring the HIRER shall be responsible for 75% of the hire charge.

Cancellation by the Committee of Management

- 31) If the Committee of Management cancels a Hiring for any reason then the HIRER shall be entitled to a full refund of the deposit and any hire charge paid.

Termination of Hiring

- 32) The Committee of Management reserves the right to send a representative to attend the premises during a Hiring and to immediately terminate the Hiring, without refund of any hire charge, if it is found that any of these terms and conditions are not being complied with.

LETTINGS OFFICER:	Mr Roger le Clercq	Telephone: 01753 642250
CARETAKER:	Mrs Caroline Snoch	Telephone: 07790 970714
TREASURER:	Mr Mike Dier	Telephone: 01753 642886
SOCIAL CLUB SECRETARY:	Ms Emma Crocker	Telephone: 01753 646323

(25 February 2009)