

THE VICTORIA INSTITUTE

Registered Charity Number: 521068



TERMS AND CONDITIONS OF HIRE

Issue Approved 22 June 2020

It is important when you hire or use the Victoria Institute that you read and understand these Conditions of Hire. They do apply in all cases, whether you have formally agreed to them or not.

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1 General

These Terms and Conditions apply to all those who book and use facilities in the Victoria Institute, Caton. Bookings are made using an Application For Hire Form and are part of an agreement between the Council of Management and the Hirer who may be an individual or an organisation represented by an authorised person. The Terms and Conditions are based on the model booking agreement for Village Halls produced by the Association for Communities in Rural England (ACRE).

The Terms and Conditions should be read in conjunction with:

- The Schedule of Charges and Application For Hire Form.
- Victoria Institute policies on Health and Safety, Equal Opportunities, Environment, Child/Vulnerable Adult Protection and Data Protection.
- The Victoria Institute Users' Guide, which includes detailed rules and guidance supplementing these basic Terms and Conditions.

Copies of all these documents are available on the Victoria Institute website. Email and hard copy versions are available on request.

All the conditions plus any special condition imposed at the time of booking apply unless specifically excluded in writing in the Application For Hire Form.

Signing or signifying agreement to the Application For Hire Form certifies that the Hirer is aware of these Terms and Conditions, accepts them without reservation and will abide by them and will ensure that those who use the Victoria Institute in conjunction with their booking act in accordance with them. The Council of Management will assume that anyone signing on behalf of an organisation is duly authorised to do so.

In the event of someone using the Victoria Institute without signing or specifically agreeing to the Application For Hire Form, then it will be deemed that they are aware of these Terms and Conditions, will abide by them and will ensure that those who use the Victoria Institute in conjunction with their booking act in accordance with them.

2 Hire Periods, Charges, Payment, Invoicing and Deposits

2.1 Hire Periods

A booking made on the Application For Hire Form relates only to a specific Hire Period for the facilities booked.

Hire Periods must be long enough to allow for any setting up of and putting away or dismantling of any furniture and equipment.

2.2 Charges

Charges for all bookings are shown clearly on the Application For Hire Form. Bookings are charged individually, for a Hire Period, in accordance with the Schedule of Charges, with any special discounts or other provisions.

As well as charges for use of the building and facilities, there may be charges for use of equipment.

2.3 Invoicing and payment

Invoicing is at month end and payment is due within 30 days. Payment may be required in part or in full before an event takes place as set out in the Schedule of Charges.

2.4 Deposits

The full hire fee is required in advance from Occasional Hirers. In addition, a refundable deposit of £50 against damage or any extra cleaning will be required.

Refundable deposits will be returned after the date of hire (or after the last date of hire), less any deductions, with a credit note if required.

Occasional Hirers are also required to make a deposit of 25% of the estimated cost of an Extended Booking to make a provisional booking.

3 Cancellation

3.1 Confirmed booking

Once agreement to the Application For Hire Form has been accepted and any deposit paid, the facility will not be hired out to any other Hirer for that Hire Period without the prior agreement of the Hirer.

If an Application For Hire Form has been issued provisionally for a Hire Period for a facility, that is, not signed or agreement otherwise signified, the facility for that Hire Period may be given to someone else.

3.2 Cancellation Policy

The Council of Management will be reasonably flexible in relation to modifications, postponements and cancellations, but reserves the right to make cancellation charges in accordance with the rules specified below.

3.2.1 Hirer giving to the Council of Management more than 7 days notice of cancellation:

No cancellation charge will be applied and the Hirer entitled to a full refund of any prepayment or no charge.

3.2.2 Hirer giving fewer than 7 days notice:

Charge is at the discretion of the Council of Management.

3.3 Cancellations by the Council of Management

The Council of Management reserves the right to cancel a booking by written notice in the following circumstances:

- The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- The Council of Management reasonably considering that:
 - Such hiring will lead to a breach of licensing condition, if applicable, or other legal or statutory requirements on these Terms and Conditions
 - Unlawful or unsuitable activities will take place at the premises as a result of the hiring.

- The premises becoming unfit for the use intended by the Hirer
- 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.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Victoria Institute shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

4 Access to the Hall

Access is controlled by a Key Fob which allows entry to the building for a Hirer for the duration of a booked Hire Period.

The building is covered by CCTV. Access is monitored and any extra use will be charged for, unless there are extenuating circumstances, solely at the discretion of the Council of Management.

5 Use of premises, supervision

The Hirer (or his / her authorised representative) must be present during the Hire Period and ensure that Terms and Conditions are observed.

Use of the premises must always be responsible, with respect to the accommodation, facilities and equipment.

The Hirer's activities should be confined to the room(s) hired and the use of the toilets which are a shared facility. Unauthorised use of other rooms will incur a charge.

The outside door in the Cottam Room is an emergency exit. Outside normal working hours, this door must be closed and locked at all times except when needed as an emergency exit.

The Hirer shall, during the Hire Period, be responsible for:

- Supervision of the premises, the fabric and the contents.
- The care and safety from damage however slight of the above.
- The behaviour of all persons using the premises whatever their capacity.
- Proper supervision of car parking arrangements

The Hirer shall be responsible for:

- Leaving the premises and surrounding area in a clean and tidy condition.
- Removing all of the Hirer's equipment, goods and materials of whatever description promptly at the end of the Hire Period:
 - If such equipment, goods or materials are not collected within 7 days of the end of the Hire Period, then the Council of Management may in its absolute discretion dispose of the said items and any funds obtained as a result of such disposal may be applied to discharge any storage costs due, and no claim may be brought by the Hirer under the Torts (Interference with Goods) Act 1977.
- Putting away all utensils and equipment.
- Switching off all lights, taps and equipment etc.
- Securing the rooms used, and where appropriate the building itself, unless otherwise directed.

- Returning contents temporarily removed to their original positions.
- Ensuring that any electrical appliances brought in are safe and in good working order and used in an appropriate manner.
- Ensuring that no interference with the premises electrical equipment, wiring, power points or heaters occurs.
- Ensuring that fused plugs to fit 13 amp BSS power points only are used.
- Removing from the premises any rubbish generated that does not fit in the bins provided. The Institute has no waste recycling facilities: please re-recycle waste responsibly.

If the Hirer fails to meet these requirements, the Council of Management shall be at liberty to make an additional charge.

The expectation is that the rooms and facilities used should be left as they were found.

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.

Any damage should be reported to the Administrator by telephoning 01524 771733 as soon as possible or calling in at the Victoria Institute.

The Hirer:

- Shall not use the premises for any purpose other than that described in the Application For Hire Form.
- Shall not sub-hire the premises.
- Shall not allow the premises to be used for any unlawful or immoral purpose or in any unlawful way.
- Shall not do anything or bring on to the premises anything which may endanger the premises.
- Shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

6 Policies

All Hirers must be familiar with and observe the policies of the Victoria Institute relating amongst other things to:

- Health and Safety
- Equal Opportunities
- Environment
- Protection of Children and Vulnerable Adults

Copies of these policies are available on the website and are displayed in the Institute.

Any Hirer or user of the Victoria Institute where Children and / or Vulnerable Adults are involved must have appropriate policies / procedures in place and must ensure that these are observed when using the premises.

7 Fire

All Hirers must make themselves, and any individuals using the premises as part of their hire, aware of emergency escape routes and fire alarm procedures.

Please note that no more than 220 persons may be seated in the building at any one time.

8 Licensed activities and sale of alcohol

The Hirer shall be responsible for obtaining an occasional licence if intoxicating liquor is to be sold on the premises.

The Victoria Institute has PRS.

However, if a Hirer is playing recorded music as part of an event for which a fee is charged, for example an exercise class, then that Hirer must hold the relevant licence.

If other licences are required in any respect of any activity in the Victoria Institute, the Hirer must hold the relevant licence.

9 No Alterations

NO alterations or additions may be made to the premises **NOR** may any fixtures be installed or placards, decoration or other articles be attached in any way to any part of the premises without prior approval.

10 No Rights

The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

11 No interference with the activities of other Hall Hirer

Any use of the facilities must be conducted in such a way that it does not unreasonably interfere with the activities of other Hirers by way of noise, disturbance or otherwise.

12 Access for Council Members

The Victoria Institute Council of Management retains the right for a council member on official business to have access to any part of the premises during the Hire Period.

13 Disclaimer

Neither the Council of Management nor its servants accepts any responsibility for:

- Loss, damage or theft of any clothing, property or other articles deposited on the premises.
- Accidents occurring on the premises
- Illness due to food brought on to the premises

Third party liability insurance cover for activities or functions held on the premises is the responsibility of each Hirer.

THE VICTORIA INSTITUTE

Registered Charity Number: 521068

Funders:

Big Lottery

Awards For All

Post Code Lottery

Cottam Trust

Thrive Renewables

Flood Relief Fund

The Co-operative Group Ltd

Asda

Station Hotel, Caton

Trustees:

Please see our website:

<http://www.victoria-institute.org.uk/contact>