

# Wimbledon Village Hall Trust (The Trust)

(Registered Charity No. 1097389)

## AGREEMENT for the use of the Village Hall - Lingfield Room - Norman Plastow Gallery

Located at 26 Lingfield Road SW19 4QD

**Name of Hirer:**

**Tel/Email:**

**Agreement Date:**

Thank you for your hire fee of \_\_\_\_\_ plus **£200.00** Deposit. This confirms your booking of the

**Single event only:** \_\_\_\_\_ Date: \_\_\_\_\_ Time: From: \_\_\_\_\_ To: \_\_\_\_\_

**We regret the Hire Fee is not refundable should you cancel.** (See clause 17)

Please confirm the type of event you are holding: \_\_\_\_\_

The duration of your hire includes set up and subsequent tidying up by you and any outside contractors you employ.

**A Refundable Security Deposit of £200** is required before the event in order to give you access to the area you have hired. This can be paid by Bank Transfer. Please refer to payment details below:

Barclays Bank, Wimbledon Village Branch

Sort Code: 20-96-89

Account No: 60078115

Account Name: Wimbledon Village Hall Trust

*Please reference your name on your payment instructions.*

Your deposit will be returned to you after your hire date. We reserve the right to retain part or all of the deposit, as necessary, if you breach any of the obligations set out in our Conditions of Hire.

You are advised to make an appointment to view the area you are hiring and read the Conditions of Hire in advance of making this booking and completing this Agreement.

Cheques should be made out to 'Wimbledon Village Hall Trust'. Payment of the hire fee constitutes your acceptance of the Conditions of Hire and your agreement to indemnify on demand Wimbledon Village Hall Trust against all costs, loss and liability associated with your hire so far as is permissible by law and that you will comply with all applicable legislation (including, without limitation, the Children Act 1989).

You are responsible for ensuring that any outside contractors employed by you know of and comply with these conditions, and you must supply the Trust with their details at the time you pay your hire fee.

Please keep a copy of this for your records and return a signed copy to the above address.

### CONDITIONS OF HIRE

1. The Trust reserves the absolute right to refuse hire to any person or group whose proposed activity is not in keeping with the declared objects of the Trust or is not, in their view, an appropriate use of the Community facility.
2. The use of the word 'hire' in this document denotes a licence that will be terminable immediately on notice by the Trust.
3. Hirers shall, upon request, provide evidence of insurance cover satisfactory to the Trust for their particular activity.
4. Hirers are responsible for the insurance of their own property brought into the hall. The Trust is not liable for the loss or theft of or damage to Hirer's property.

Wimbledon Village Hall Trust. 26 Lingfield Road, Wimbledon, London, SW19 4QD

Email: [manager@thewvc.org.uk](mailto:manager@thewvc.org.uk) [www.wimbledonvht.org.uk](http://www.wimbledonvht.org.uk)

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## 5. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, 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 car parking arrangements so as to avoid obstruction of the highway. 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.

## 6. Use of premises

The Hirer shall not use the premises for any purpose other than that described in this Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof **nor allow the consumption of alcohol thereon without written permission of the Trust.**

## 7. Licensable activities

The Hirer shall be responsible for obtaining a Performing Society Right Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the area hired the Hirer should ensure that they hold the relevant licence.

## 8. Public Safety

The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment; Escape routes and need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

In advance of all the usage, the Hirer shall check that:

- all fire exits are unlocked and panic bolts in good working order.
- all escape routes are free of obstruction and can be safely used.
- any fire doors are not wedged open.
- exit signs are illuminated.
- there are no obvious fire hazards on the premises.

## 9. Electrical appliance safety

No electrical equipment of any kind must be introduced at any time during the hire period without the prior approval of the Trust. The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, PAT tested within the last twelve months, and used in a safe manner.

## 10. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public or to a member of staff **as soon as possible** and complete the relevant section in the accident book. Any failure of equipment belonging to the Trust or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the Manager. Assistance will be given in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

## 11. Explosives and flammable substances

The Hirer shall ensure that: highly flammable substances are not brought into, or used in any part of, the premises and that no internal decorations of a combustible nature (e.g. candles, polystyrene, tissue, nylon, cotton wool etc.) shall be erected without the Trust's consent. No decorations are to be put up near light fittings or heaters. No fireworks are permitted in the premises or its grounds. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## 12. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Trust. No animals whatsoever are to enter the kitchen at any time.

## 13. Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks, comply with ISA requirements have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Trust with a copy of their CRB check and Child Protection Policy on request.

## 14. Stored equipment

The Trust accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

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The Trust may use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Trust disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

### 15. No alterations (This applies only to the Village Hall and Lingfield Room)

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles (such as bolts, nails, tacks, screws, bits, pins, Sellotape or other like materials) be attached in any way to any part of the premises, without prior approval of the Trust.

### 16. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises.

### 17. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Trust is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Trust. The Trust reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the Trust committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- (c) the premises becoming unfit for the use intended by the Hirer.
- (d) 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 hire fee already paid, but the Trust shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

- 18. All chairs are to be stacked after use and tables folded and returned to either where they were originally found or to the location indicated for storage.
- 19. Care must be taken to avoid marking the fabric of the area hired. Nothing may be attached to the walls or the windows without prior approval.
- 20. No candles or naked flames are allowed.
- 21. No bouncy castles are allowed.
- 22. Music is allowed but must be played at a volume that does not cause a nuisance to other occupiers of the building or neighbours. During weekdays all music must cease to be played by 10.00 pm and on weekends by 11.00 pm.
- 23. Please leave the room hired and toilets clean and tidy, which is how you should find them. If that is not the state you find them in, please notify us immediately. There is no cleaner employed between hirings on the same day.
- 24. Please follow any printed instructions on how to clean the floor and walls.
- 25. There are no dustbins provided for hirers. Please take all your rubbish with you when you leave. Nothing is to be left outside the premises.
- 26. Evening users must ensure their guests leave quietly by 10.30 pm on weekdays and 11.30 pm on weekends. (Weekends begin at 6.00 pm on Friday.)

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- 27. Make sure you turn out all the lights and lock all doors as you have been instructed. Keys must be returned as instructed. Under no circumstances should you give your key to someone else.
- 28. A list of Emergency contacts will be provided with the key and will also be on the Notice Board.
- 29. Hire of the Village Hall/ Lingfield Room/Norman Plastow Gallery gives exclusive use of that room only and not to any other part of the building.
- 30. Alcohol is not to be sold at the event. If this is intended you must inform the Trust, in the first instance, to secure permission to apply for a temporary event licence. This must be seen before the event. You will be responsible for ensuring that no regulations relating to the sale or consumption of alcohol are contravened and that any alcohol sold or unsold is used responsibly.
- 31. There is no car parking allocated for the users of the premises. It should be noted that the Council rigorously enforces the parking restrictions within the area.

**Signed on behalf of the Wimbledon Village Hall Trust by**

**Signed on behalf of the Hirer**

Print Name: .....

Print Name: .....

Signature: .....

Signature: .....

Date: .....

Date:.....

Address: .....

.....

.....

Tel no. (Home): .....

Tel no. (Business): .....

Mobile: .....

Email: .....