**Terms and Conditions**

**It is important when you hire or use Vicars Court 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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| **General** |
| These terms and conditions apply to all those who book and use Vicars Court. They are part of an agreement between the Allerton Bywater Community 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).    All the conditions, plus any special conditions imposed at the time of booking, apply unless specifically excluded in writing in the Booking Confirmation Form.    Signing or signifying agreement to the Booking Confirmation Form certifies that the hirer is aware of these terms and conditions, will abide by them and will ensure that those who use Vicars Court in conjunction with their booking act in accordance with them. The Allerton Bywater Community Partnership will assume that anyone signing on behalf of an organisation is duly authorised to do so.    In the event of someone using the Vicars Court without signing or specifically agreeing to the Booking Confirmation 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 facilities in conjunction with their booking act in accordance with them. |
| **Charges** |
| Charges for all bookings are shown clearly on the Booking Confirmation Form. Bookings are charged individually. As well as charges for use of the room spaces and facilities, there may be charges for use of equipment and refreshments. These are all shown on the Booking Confirmation Form; and confirmed when a pro-forma invoice is issued as confirmation of the booking. |
| **Invoicing and Payment** |
| An invoice will be produced as part of the confirmation process. Payment will be required in full 2 weeks after an event takes place. Please find payment details included as part of the invoice. |
| **Deposits** |
| When booking a £10 deposit will be required to secure one off or reoccurring bookings.  Security/damage deposits will be required for some circumstances, if this is required you will be notified at the time of booking.  Returnable 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. Alternatively deposits will be deducted from final invoices. |
| **Confirmed booking** |
| Once agreement to the Booking Confirmation Form has been accepted and any deposit paid, the Facilities or room hired will not be hired out to any other user at that time without the prior agreement of the hirer.    If a Provisional Booking Confirmation Form has been issued but not signed or agreement otherwise signified, the “slot” may be given to someone else. |
| **Cancellations by the hirer and cancellation charges** |
| Allerton Bywater Community Trust will be reasonably flexible in relation to modifications, postponements and cancellations, but reserves the right to make cancellation chargers. A cancellation that is made with less than 2 week notice will still be invoiced in full. |
| **Cancellations by the Allerton Bywater Community Trust** |
| Allerton Bywater Community Trust 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 Trust reasonably considering that: * such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements * 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 Allerton Bywater Community Trust shall not be liable to the hirer for any resulting direct or indirect loss or damages whatsoever. |
| **Access to the facilities/time periods of hire** |
| Bookings will be charged per 30 minutes. Hire periods must be long enough to allow for any setting up of and putting away/dismantling any furniture/equipment. Hire period of 2 hours or more are allowed 15 minutes before and 15 minutes after to allow for setting up/arrivals and dismantling/departures. It is stressed that if more time is needed for setting up/dismantling this must be covered by the booking period.  Access is controlled by a combination code which allows entry to the building and spaces booked for the time period of the hire.  Any extra use is logged and will be charged unless there are extenuating circumstances (at the discretion of ABCP).  Bookings are for the specified room only and do not include the use of any other room spaces e.g. if you require Silkstone Hall the kitchen would need to be booked as an extra. |
| **Use of premises/Supervision** |
| The hirer (or his/her authorised representative) must be present during the period of hire and ensure that terms and conditions are observed.    Vicars Court must be used with respect to the facilities and equipment. 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 be responsible for leaving the premises and surrounding area in a clean and tidy condition; utensils and equipment put away; lights, taps, equipment etc all turned off; the rooms they have used and where appropriate the building itself secured unless directed otherwise; and any contents temporarily removed from their usual positions properly replaced. The basic rule is that the room and facilities should be left as they were found.  If the Hirer fails to meet this requirement Allerton Bywater Community Trust shall be at liberty to make an additional charge.  The hirer shall not use the premises for any purpose other than that described in the Provisional Booking Confirmation; 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 premises. The hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries |
| **Insurance** |
| a) The Hirer shall be liable for the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises.  b) the Hirer shall indemnify and keep indemnified accordingly.  c) Hirers must make their own arrangements for Public Liability Insurance.  ABCP shall take out adequate insurance. ABCP shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified ABCP management committee. The hirer will be responsible for:  a) any insurance excess incurred and  b) the difference between the amount of the liability and the monies received under the insurance policy.  Where ABCP does not insure the hirer must produce the policy and current receipt or other evidence of cover to ABCP when the booking is mde. Failure to produce such policy and evidence of cover will render the hiring void and enable ABCP to rehire the premises to another hirer. ABCP is insured against any claims arising out of its own negligence. |
| **Policies** |
| All users must be familiar with and observe the policies of Allerton Bywater Community Partnerships relating to Vicars Court, some of the relevant policies include:   * Health and Safety General Standards * Valuing diversity and promoting inclusion and equality * Environment * Protection of Children and Vulnerable Adults   Copies of these are available on Allerton Bywater Community Partnership website or in the Nursery Office. Any hirer or user of the premises 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 facilities. |
| **Storage** |
| Hire of the facilities does not entitle you to store equipment and resources on site. If you require storage there will be an additional charge. |
| **Alterations** |
| No alterations or additions may be made to the premises, decorations or other articles be attached in any way to any part of the premises, without the prior approval of Allerton Bywater Community Trust.    Any alteration, fixture or fitting at the discretion of Allerton Bywater Community Partnership that remain in the premises at the end of the hiring. It will become the property of Allerton Bywater Community Partnership unless removed by the hirer who must repair any damage caused to the premises by such removal. |
| **Interference** |
| Any use must be conducted in such a way that it does not unreasonably interfere with the activities of other users by way of noise, disturbance or otherwise. |
| **Fire Evacuation Procedure** |
| As the building is not occupied by Allerton Bywater Community staff, hirers will be responsible for ensuring and overseeing the evacuation of their attendees in case of an emergency. This also means that you will need your own signing in/ registration method. |