



Oakworth Village Hall
Chapel Lane, Oakworth. BD22 7HY
managed by Oakworth Community Trust
<https://oakworthcommunitytrust.org.uk>
Venue Terms and Conditions of Hire

1. INTERPRETATION

"The Trust" means Oakworth Community Trust (acting by their duly authorised representative).

"The Premises" means Oakworth Village Hall or individual rooms described in the hiring agreement.

"The Hirer" means the person(s) and/or the body by whom or on whose behalf the application for the use of the Premises has been accepted by the Trust.

2. BOOKINGS

Where a booking is made on behalf of an organisation or body of persons this must be disclosed to the Trust before the booking is made. The person by whom the hiring agreement is signed shall be considered as the Hirer. Where a promoting organisation or a body of persons is also named on the hiring agreement that organisation or body shall also be considered the Hirer and shall be jointly and severally liable with the person who signs the agreement.

3. USE

The Premises shall only be used for the purpose specified in the hiring agreement. The character of any function for which the premises are hired shall be subject to the approval of the Trust and the Hirer shall supply the Trust with one copy of all bills, notices, announcements, programmes, tickets and other matter to be used in connection with the function for which the Premises are hired.

At the expiration of the period the Hirer shall leave the Premises in a tidy and orderly condition. It is the responsibility of the hirer to remove all items of refuse after the event. If this is not complied with then the hirer will be billed for removal of refuse, including staff time and hire of refuse containers.

The Hirer shall report any damage caused at the function to the Trust immediately after the function.

No live or dead animals may be brought into the Hall without the prior consent of the Trust.

No candles, tea-lights or naked flames may be lit on the premises.

4. CANCELLATION OF HIRING

- a) The Trust shall have the right, on giving written notice to the Hirer, to cancel the hiring of the premises if in the opinion of the Trust the purpose for which the Premises are to be used are likely to lead to a breach of the peace or in the following circumstances:
- i) if by the act of God, epidemic, fire, flood, or other emergency the Premises are required to be closed.
 - ii) if the Premises are not available for letting in consequence of the withdrawal or suspension of any licence.
 - iii) by reason of any industrial dispute concerning any workmen, musicians, artists or staff which with the working of the Premises or on account of any cause outside the control of the Trust.
 - iv) if the Trust consider that the Premises should be closed on the day for which they are hired.
 - v) if the Premises shall be required by the Trust on the day for which they are required.
 - vi) if the Premises shall have been booked for or on behalf of an organisation and this has not been disclosed to the Trust before the booking was made.

In the event of such cancellation the Hirer may engage the Premises for some other convenient occasion or claim repayment of any deposit or hiring charge he/she may have paid, provided that the Trust shall not be liable for the payment of any allowance or compensation to the Hirer for the cancellation or alteration of the engagement.

In the event of the Hirer committing any act of bankruptcy or (being a company) entering into liquidation either compulsorily or voluntarily, or in the part of the Hirer failing to observe and perform any of these conditions the Trust, may, without prejudice to any right of action which they have against the Hirer, forthwith cancel the hiring of the Premises and thereupon the Hirer shall forfeit to the Trust any deposit or hiring charge he/she may have paid and shall have no claim against the Trust for any damage or loss he/she may sustain in consequence of such cancellation.

- b) In the event of cancellation by the Hirer between four and one week prior to the event, 50% of the hire fee is payable in addition. In the event of cancellation by the hirer within one week of the event, the full hire fee is payable. Notification of cancellation must be given in writing.

5. ASSIGNMENT AND SUB-LETTING

The Hirer shall not under any circumstances assign or sub-let the use of the Premises granted by this agreement, or any part thereof, without the written consent of the Trust.

6. ADMISSION

The Hirer shall not admit into the Premises a greater number of persons than that specified in the hiring agreement or as otherwise agreed in writing with the Trust. The Trust reserve the right at all times of entry to every part of the Premises and a right to refuse admission or to remove from the Premises any person at their discretion.

The Premises total capacity is 120, individual room capacities are:

- a) Holden Hall 120
- b) Providence room 30
- c) Lidget room 30

7. PUBLIC MEETINGS

In the event of the hiring of the Premises for a political or public meeting the Hirer shall, if required so to do by the Trust, arrange for the printing in advance of tickets of admission and make them available to members of the public.

8. OPENING AND CLOSING TIMES

The time fixed by the Trust for the opening and closing of the Premises for the commencement and termination of a function shall be adhered to and the Hirer shall arrange such interval or intervals in each function as may be required by the Trust.

9. KEEPING OF ORDER

The Hirer shall not cause or permit to suffer to be caused or permitted:

- a) any unlawful betting, gaming or lottery of any kind to take place in the Premises.
- b) any disorderly person to enter or remain in the Premises.
- c) any person to smoke in the Premises.
- d) any exhibition, recitation, acting, singing or dancing, which in the opinion of the Trust is obscene, profane or offensive.

The Hirer shall secure the maintenance of good rule and order in the Premises during the hiring, and shall be responsible for providing such numbers of stewards as the Trust consider necessary. Some or all stewards may, at the discretion of the Trust, be provided by the Trust and paid by the Hirer.

Amplified music must be kept to a maximum of 100 decibels. Decibel readings may be taken during your event. If the Trust request that the volume be reduced (either to meet the 100 decibel output or below the 100 decibel output due to concerns raised) this must be acknowledged by the hirer or hirer's representative present. If the request to reduce sound levels is not adhered to then the Trust reserve the right to stop the event via any means necessary. If this occurs the Trust will not be held liable for any refunds to either the hirer or individual patrons attending the event.

The Trust reserve the right to put a stop to any entertainment or meeting on the Premises which is not properly conducted with due regard to health and safety or which is a cause of a civil disturbance, disorderly conduct or potential criminal offence.

10. GANGWAYS AND EXITS

The Hirer shall ensure that all gangways, passages and staircases in the Premises shall be kept entirely free from chairs or other obstructions whether permanent or temporary, and shall not allow any persons to congregate in any such gangways, passages or staircases, so as to cause an obstruction or so as to impede the free passage of the public. All hydrants and fire appliances shall, during each performance, be kept ready for immediate use and nothing shall be placed as to interfere with or obstruct the free use of them.

All exit doors in the Premises shall be left unfastened and unobstructed and immediately available for exit during the whole of such times as the Premises are in use.

11. FURNITURE AND FITTINGS

The Hirer shall not without the previous written consent of the Trust:

- a) bring into the Premises any furniture, curtains, fittings, temporary erections, scenery, or inflammable materials.
- b) Exhibit any advertisements inside or outside the Premises except on the notice boards provided for the purpose and then for not more than seven days prior to the date of the hiring of the Premises.
- c) execute or cause to be executed any work on the Premises.
- d) cause or permit any nails or screws to be driven into the Premises or into any furniture, fixtures or fittings therein.
- e) remove or alter any electrical wiring or fittings.
- f) fix or place any new electrical wiring or fittings.

12. LICENCES

The letting of the premises by the Trust for any function shall not in any way constitute a guarantee that such a function or any activity connected with such a function is permissible and complies with all the legal requirements.

It shall be the sole responsibility of the Hirer to ensure that all the necessary licences have been obtained for the purpose for which the premises are hired and the Hirer should obtain the written consent of the Trust before making any application for any licences.

It shall be the sole responsibility of the Hirer to pay any royalties and any other fees becoming due to any person as a result of the use of the premises by the Hirer. (This includes payments to the Performing Right Society, Phonographic Performance Limited, Mechanical Copyright Protection Society).

The Hirer shall comply with the conditions attached to all licences held or obtained by the Trust and shall indemnify the Trust from any breach of these conditions.

The Hirer shall indemnify the Trust against any infringement of copyright which might occur during the hiring.

Copies of licences held by the Trust may be seen by the Hirer on request.

The Hirer shall give to the Trust details of all films and plays intended to be shown or performed in the Premises at least fourteen days before the date on which the film or plays are to be shown or performed.

The Trust reserve the right to forbid the showing of any film or play if in their opinion it is unsuitable for exhibition at the premises. In all circumstances a Cinematographic Licence or Stage Play Licence must be obtained prior to the performance of any film or play.

The Hirer shall ensure that no child shall perform at the Premises except in accordance with the Children and Young Persons Act 1963 and any licence required under this Act shall be disclosed to the Trust by the Hirer before the first performance.

13. POSTERS

The Hirer covenants with the Trust not to post or display or suffer to permit to be posted or displayed any poster, notice, placard, billboard or other form of advertisement (hereinafter called 'posters') without the consent in writing of the Trust either inside or outside the facility, or on any wall, tree, fence, notice board, or any building or structure (hereinafter called 'the structure') whatsoever or wheresoever in the Premises or the vicinity of the Premises. Any poster found posted or displayed as foresaid shall be deemed conclusively to have been posted by the Hirer.

In the event of any breach or non-observance of this sub-clause by the Hirer or its servants, against contractors or performers, the Artistes/Hirer shall pay to the Trust by way of liquidated damages the sum of £5 in respect of each of the posters, or such other sum equal to the cost to the Trust of employing any work materials or apparatus to remove each of the posters together also with the cost of restoring or replacing or making good any damage to the structure or otherwise compensating the Trust for any loss or damage suffered as a result of the said breach or non-observance and the said sum shall be recoverable by action.

14. REPRODUCING BROADCASTING AND PHOTOGRAPHING

The Hirer shall not without the written consent of the Trust, use the Premises for the exhibition of television or by telegraph, radio or any other means transmit or permit the transmission from the Premises any entertainment, exhibition, meeting, performance or event of any kind.

15. BARS AND REFRESHMENTS

The Hirer shall not sell or permit to be sold or caused to be sold alcoholic drinks except where the sale is provided by the Trust's bar service.

The sale of non-alcoholic drinks, minerals, coffee or other refreshments, by the Hirer is permitted.

16. KITCHEN

The Hirer shall be responsible for repairing any damage caused to the kitchen and the equipment therein and shall leave the kitchen and the equipment in a thoroughly clean condition.

17. DAMAGE

The Hirer shall be liable for any loss or damage done to the premises, its furniture, fixtures and fittings, and to any property of the Trust during the time it is let to the Hirer, if such damage results from the act or omission of the hirer, his/her agents or servants or from the failure of the hirer, his/her agents or servants, to ensure that reasonable care is taken to prevent such loss or damage or to reasonably ensure that the Premises are properly used by all persons entering therein in accordance with this agreement.

18. PROPERTY

The Trust will not be responsible for the safe custody of any property of the hirer, his/her artistes or performers or any other persons whomsoever attending the function for which the premises has been hired and in particular (without prejudice to the generality of the foregoing) will not be responsible for loss or damage to said property howsoever caused unless such loss or damage has arisen from the negligence of the Trust and its servants or agents.

Note: Hirers are urged to consider the advisability of taking out appropriate insurance cover in respect of their own legal liabilities arising out of or in connection with the hiring.

19. INDEMNITY

In the event of any claim being made by any person or persons whatsoever in respect of death or injury of any person or damage or loss to any property which may have been sustained or incurred by such person or persons whilst in the Premises during the time the premises are hired to the hirer or for any purpose connected with the function for which the Premises have been hired to the Hirer, the Hirer alone shall be responsible and shall indemnify the Trust in respect of all such claims, provided that the Hirer shall not be liable for any injury, damage or loss caused by the act, neglect or default of the Trust. The Hirer shall provide the Trust with a copy of such indemnity prior to the function.

20. APPENDIX

The Hirer shall at the request of the Trust enter into a policy of insurance in the joint names of the Hirer and the Trust with a reputable insurance company with a policy of insurance to cover any liability which the Hirer shall of incurred by virtue of Clause 22 hereof and the Hirer shall promptly pay the Trust any moneys received thereunder.

Whilst every effort has been made to include all eventualities, the Halls Manager reserves the right to enforce supplementary terms and conditions as and when appropriate.

If there are any queries regarding the 'Venue Terms and Conditions of Hire' please contact the Trust secretary via email secretary@oakworthcommunitytrust.org.uk

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