Whixall Social Centre – Terms & Conditions of Hire (Updated August 2024)

These Terms & Conditions of Hire apply to all hiring of Whixall Social Centre (WSC). If the hirer is in any doubt as to the meaning of the following the WSC Booking Secretary should be consulted.

1. Definitions

a. "Premises" shall from hereafter include the hall, the outside grounds (old burial ground) and the car park area. Note: The outside grounds (old burial ground) cannot be hired separately from the Social Centre Hall. Hire of hall allows use of old burial ground.

b. "Hirer" shall mean an individual or where the Hirer is an organisation, the authorised representative.

2. Booking Procedure

a. Any hirer should contact the Bookings Clerk to ascertain the availability of the Social Centre and additional requirements (e.g. Alcohol Licence) either by phone, message via website or email. If dates and times are available these will be provisionally "pencilled into the diary" and will not be finalised and confirmed until the Booking Clerk is in receipt of the Hirer's completed booking form and payment in full.

b. If the booking form/hire agreement and full payment are not received within 14 working days of the event then the provisional booking will be automatically cancelled.

c. The Hirer should provide Booking Clerk with an email address to which the following documentation can be provided to Hirer:

- Whixall Social Centre Booking Form
- Terms and Conditions of Hire
- Fire Safety Risk Assessment (Safety Guide for Users of the Hall)

d. The Hirer is to fully complete the Bookings form having read and acknowledged the Terms and Conditions of Hire and Fire Safety Guide on the form. It should be returned to the Bookings Clerk by email as soon as possible and no later than 14 working days before event. Electronic signatures are acceptable of the form.

e. The person named on the booking form shall be considered the Hirer. Where an organisation is named, the person signing hereby confirms that they do so with full authority of the organisation. The Hirer must be over 18 years of age.

f. Any additional security deposit required, over and above the cost of the hire, will be at the discretion of the Bookings Clerk.

g. The preferred method of payment is via Bank Transfer. Full payment of the Hire fee for the date booked is to be submitted no less than 14 working days before requested date of event. Hirers are to inform the Bookings Clerk when payment has been transferred into Whixall Social Centre's bank account by email as soon as completed. The following bank details should be used for bank transfers for the payment of the hire costs:

- Bank: TSB
- Sort Code: 77-27-27
- Account No. 19894968
- Account Name: Whixall Village Hall (Do not use Whixall Social Centre)

If paying by cheque (prior agreement), please make cheques payable to "Whixall Village Hall"
If paying by cash (prior agreement), please pay directly to Booking Clerk.

h. If a Security Deposit has been taken as part of the hire, then this will be returned to the Hirer (post booking/event) once the WSC has been inspected by the WSC Bookings Clerk or a member of the Social Centre Management Committee. This is only on the proviso that no damage has been done to the premises, that the premises have been left in a clean and tidy condition, all rubbish has been removed, and that no further expense will be incurred by the WSC Management Committee in accordance with this booking.

3. Safety Responsibilities of the Hirer

a. It is the sole responsibility of the Hirer for ensuring that they and all attending their event are briefed and familiar with all aspects and instructions contained in the WSC Risk and Fire Safety Assessment (Safety Guide).

b. The WSC Fire Safety Risk Assessments (Safety Guide for Hall users) are available on the WSC website (www.whixallsocialcentre.co.uk) and on the Social Centre Committee notice board located in the hall.

c. Any accident must be recorded in the WSC Accident Book located in the main hall wall mounted First Aid cupboard. The Bookings Clerk, Chairman or any Committee member should be informed of any accidents that have occurred during the hire period as soon as possible.

4. Cancellation of Hire

In the event of cancellation by the Hirer one month prior to the event, any monies paid will be refunded. Cancellations within 1 week of the event will incur full charge for use of the premises.

5. Right of Refusal

WSC may refuse any application for the hire of the premises without stating a reason. In cases of doubt or difficulty the Booking Secretary shall refer the case to the WSC Management Committee, whose decision shall be final.

6. The Use and Sale of Alcohol

a. Hirers may serve their own Alcoholic drinks free of charge during their event, however NO alcoholic drinks may be sold without an appropriate licence. WSC has its own Alcohol Licence which Hirers may use at a reduced cost. For more details please discuss with the Booking Secretary when booking.

b. The Hirer is responsible for ensuring that there is no sale of alcohol to any person under the age of 18.

c. If anyone under the age of 18 – Or appears to be under the age of 18 – Or has no identification attempts to purchase alcohol, they are to be refused and their details are to be recorded in the 'REFUSAL BOOK,' which is located behind the bar.

7. Public Entertainments – Music & Dancing

All conditions attached to the Music & Dancing License for the premises shall be duly observed. A copy of such Licence is exhibited on the WSC main hall notice board and the Hirer shall be deemed to have had notice of all such conditions. The Hirer should highlight and discuss any details, clarification or requirements required with the Bookings Secretary prior to booking. An electronic copy of Public Entertainments Licence can be provided on request.

8. Other Licences Theatre & Performing Rights Society

The WSC License (a copy of this licence is exhibited on the WSC notice board in the hall – electronic copy can be provided on request) covers performance of Theatrical, Ballet, Opera or Choral works etc. The Hirer is responsible for obtaining any additional or requisite Performing Rights Society Licence and any other licence that may be required for their intended purpose.

9. Occupation & Use

The hire of the premises is for the specific agreed times shown on the booking form and does not entitle the Hirer to use or enter the building at any other time unless express permission has been sought and given by the WSC Booking Secretary. It is important that Hirers factor in additional setting up and clearing up timings within their period of hire as required.

10. Sub-Letting

The Hirer shall not sublet the premises or any part thereof.

11. Advertising

Hirer's may advertise their event as necessary – such advertising includes posters, newspaper & magazine inserts, tickets, radio & television announcements, social media, websites and all other forms of media. Any inappropriate advertising of a hirer's event which is deemed to contravene the conditions of hire may result in the forfeit of any security deposit or paid costs and cancellation of hiring

12. Breakages & Damage

The Hirer is responsible for all damage to the building, equipment, furniture and property in the building and grounds occurring during the period of the hiring or while persons are entering or leaving the building pursuant to the hire, however and by whomsoever caused. The Hirer will be responsible for replacement 'as new' of any equipment, furniture or property and for the full cost of making good any damage to the building, fixtures and fittings.

13. Culpability

Except for wilful negligence on the part of WSC, WSC shall not be responsible for any loss of, or injury to, the Hirers OR any third parties' property arising out of the hiring. Nor for any loss, damage, or injury which may be incurred by, or be done to or happen to, any persons using the premises during the hiring, arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure or supply of electricity, leakage of water, fire, government restriction or act of God which may cause the building to be temporarily closed or the hiring to be interrupted or cancelled.

14. Entry

The right of entry to the building or grounds is reserved to WSC Committee and any other agent of WSC and any Police Officer at any time during the hiring.

15. Conduct & Good Order

The Hirer shall ensure that good order is kept at the premises during the hiring including arrival and departure from the premises. At all times the Hirer will take reasonable care to ensure that the occupants of neighbouring properties are not inconvenienced by noise, obstruction by vehicles and the like.

16. Cessation of Activity

WSC or Committee Members reserve the right to put a stop to any hiring not properly or reasonably conducted.

17. Condition on Vacation

On vacation of the premises, the Hirer shall ensure the building and grounds are left in a clean and orderly state. All empty bottles, cans, paper, food debris and any other waste and general rubbish must be removed and taken away by the Hirer, not left at WSC. Any Security Deposit taken will not be returned if this is not the case.

18. No Additions to the Building

No fixtures/fitments/placards or other articles of any kind shall be driven or fixed into any part of the building.

19. Animals

The Hirer shall ensure that no animals (except Guide Dogs) are brought into the premises without prior permission of the WSC Management Committee. Please discuss any requirements with the Bookings Clerk.

20. Property of the Hirer and the Hirer's Agent

The WSC Management Committee accepts no responsibility for any property/equipment brought onto or left at the premises and all liability for loss or damage is hereby excluded. Property of the Hirer and the Hirers agent(s) must be removed from the building within 15 minutes after the expiration of the hiring or fees will be charged for each hour or part thereof until the same is removed. (See Section 28).

21. Signage

The Hirer shall remove any sign, flag, emblem or other decoration displayed by the Hirer outside or inside the building if in the opinion of WSC Management Committee it is deemed unseemly or exposes the building to an undue risk of fire or could lead to disturbance or a breach of the peace.

22. Fire Exits

No exits may be blocked or fire appliances removed or tampered with, and fire doors must not be propped open.

23. Lighting

No additional lights or extensions from the existing electric light fittings shall be used without previous consent from the WSC Management Committee.

24. Stage Shows

It is the Hirer's responsibility to ensure that any show/event involving the use of scenery or the like on stage is subject to the inspection and approval 14 days prior to the engagement by the Local Authority and, if appropriate, the Fire Service. Evidence of such approval must be provided to the WSC Management Committee/Booking Clerk.

25. Capacities

The maximum number of persons allowed in the building at any one time is: 150 standing/dancing or 100 seated at tables.

26. Smoking/Vaping

Smoking or Vaping is NOT permitted in any part of the building at any time. Smoking and Vaping is permitted in all areas outside.

27. Keys

The Hirer is responsible for ensuring that keys are returned and secured in the designated lock box after the event and all doors and windows closed/locked.

28. Hire Period

The hire period is the time that the Hirer commences and finishes using the hall and facilities. It includes the time taken for setting up and clearing up.

29. Protection of Minors

The Hirer is responsible for ensuring that adequate supervision is provided for children during all events and activities on the premises. For example an appropriate number of parents or DBS checked adults must be present at all times.

30. Please inform a member of the committee of any incidents.

- Chairman Steve Grogan: 07920088508
- Bookings & Secretary: Sim Beer 01948 880656

Committee Members:

- Carol James: 07969608909
- Emma Trow: 07739352689
- Graham & Elaine Turnbull: 01948 880856

S W Grogan

Chairman
Whixall Social Centre

Next Review: November 2024