

## **CONDITIONS OF HIRE OF VINE HALL**

### **1. DEFINITIONS**

In these terms and conditions, the following words and expressions shall have the following meanings:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges:** the charges payable by the Customer for the hire of Vine Hall as set out in the Email Confirmation.

**Contract:** the contract between the Customer and Vine Hall Community Group for the hire of Vine Hall in accordance with the Email Confirmation and these Conditions of Hire.

**Deposit:** the deposit to secure the booking, as stated in the Email Confirmation.

**Email Confirmation:** the email received by the Customer after completing a booking on Hallmaster.

**Event:** the event or function for which the Customer is hiring the Venue, as specified in the Email Confirmation.

**Hire Period:** the period of time agreed for the hire of Vine Hall as described in the Email Confirmation, to include any period of time to set up and clear Vine Hall.

**Regular Hirer:** a hirer who books 12 or more events in any calendar year.

**Venue:** Vine Hall situated on Vine Road, East Molesey, KT8 9LF or area or rooms within Vine Hall, to be hired by the Customer, as specified in the Email Confirmation.

### **2. HIRE AND CONFIRMATION OF HIRE**

2.1. All bookings to hire the Venue shall be made using the website: [www.vine-hall.org](http://www.vine-hall.org) or <https://v2.hallmaster.co.uk/Scheduler/View/10442?startRoom=0>. Any issues with booking should be notified by email to: [bookings@vine-hall.org](mailto:bookings@vine-hall.org) for assistance.

2.2. Bookings can only be made by adults over eighteen years of age.

2.3. No booking is confirmed until the Customer receives the Email Confirmation and has paid the Deposit in full, as confirmed by Vine Hall Community Group in writing.

2.4. Vine Hall Community Group reserves the right to refuse any application for Hire or any request to change a Hire booking. Any fraudulent or inaccurate information given in order to obtain hire of the hall could result in cancellation of the hire.

2.5. The Contract shall come into effect on the date of the Contract. Until that time, bookings for hire will be treated as provisional.

### **3. LICENCE AND USE OF VINE HALL**

- 3.1 Subject to clause 6, the Vine Hall Community Group grants the Customer a right for the Hire Period to enter and use the Venue for the Event in accordance with the terms of this Contract. The Customer acknowledges that:
- (a) the Customer shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the Vine Hall Community Group and Customer by this agreement; and
  - (b) the Vine Hall Community Group retains control, possession and management of the Venue and the Customer has no right to exclude the Vine Hall Community Group from the Venue. The Vine Hall Community Group reserves the right to enter the Venue at all times during the Hire Period.

#### **Number of guests**

2. The local Fire Authority and the Council's Building Control set the maximum number of persons allowed at the Venue, which figures must not be exceeded at any time. The Vine Hall Community Group reserves the right to set lower numbers of guests at the Venue where appropriate. Should these figures be exceeded, the Vine Hall Community Group has at its discretion the right to refuse admission of excess numbers or to terminate this Contract forthwith without incurring liability to the Customer.

#### **Permitted activities**

3. The Customer shall be solely responsible for ensuring 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 Disclosure and Barring Service checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Customer shall provide Vine Hall Community Group with a copy of their Child Protection Policy on request.
4. The following activities cannot take place without the prior written approval of Vine Hall Community Group: sale or supply of alcohol or provision of regulated entertainment of music, dancing, plays, films or entertainment of a similar kind. In respect of alcohol the sale or supply may only be carried out under the authority of a Temporary Event Notice (TEN). The number of TENs per premises per annum is limited by law, no hirer may serve a Temporary Event Notice on Elmbridge Borough Council, as the Licensing Authority, without the prior agreement of Vine Hall Community Group
- 3.5 The Venue cannot accommodate teenagers' or 21st birthday parties.

#### **Customer's obligations**

- 3.6 The Customer agrees and undertakes:
- (a) not to use the Venue other than for the Event;
  - (b) not to do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Vine Hall Community Group or to any other customers of the Vine Hall Community Group, or any owner or occupier of neighbouring property;

- (c) to comply with the terms of this Contract and any instructions or notices from the Vine Hall Community Group, and use reasonable efforts to ensure that any guests or other persons present at the Event so comply;
- (d) if necessary, to permit the Vine Hall Community Group to search all containers, bags, boxes and equipment coming into or leaving the Venue, including those brought onto the Venue by guests during the Hire Period;
- (e) to ensure efficient supervision of the Venue, including without limitation: the effective control of children and ensuring that only fit and proper persons have access to children and vulnerable adults;
- (f) to ensure the orderly and safe admission and departure of guests to and from the Venue as well as the orderly and safe vacation of the Venue in case of emergency including ensuring that all doors giving egress from the Venue are left unfastened and unobstructed and immediately available for exit (including ensuring that no obstruction is placed or allowed to remain in any corridor giving access to the Venue);
- (g) to ensure full compliance with all relevant Health & Safety legislation and Regulations relating to the Hire as well as to ensure the availability of medical, ambulance and first aid assistance as appropriate;
- (h) not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;
- (i) not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;
- (j) not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue;
- (k) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at Vine Hall without the prior written consent of the Vine Hall Community Group;
- (l) not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at Vine Hall, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the Vine Hall Community Group;
- (m) to use any equipment provided by the Vine Hall Community Group, as specified in the Hire Details, for its proper purpose and in accordance with any instructions provided by the Vine Hall Community Group regarding its use;
- (n) to leave the Venue in a clean and tidy condition. All rubbish must be taken away from the Venue and no rubbish is to be left in the Venue bins. The floors in the Venue, kitchen and toilets must be swept (and washed if necessary) before the Venue is vacated. All crockery and cutlery and any other kitchen equipment is to be washed, dried and stored in its original place. All furniture should be cleaned and returned to its original place.
- (o) to ensure that all windows and doors are closed and locked and lights switched off before leaving the Venue at the end of the Hire Period;
- (p) to remove the Customer's decorations, displays and any other Customer equipment from the Venue at the end of the Hire Period;
- (q) to ensure that all guests leave the Venue by 22:15, unless alternative agreements have been made in writing; and
- (r) not to bring or permit to be brought any animal onto the Venue without the prior written consent of the Vine Hall Community Group, with the exception of assistance dogs within the meaning of the Equality Act 2010.

7. Attention is drawn to the fact that Fly-posting is illegal under Section 224 of the Town and Country Planning Act 1990 and Regulation 27 of the Advertisement Regulations 1992. It is an offence punishable by a fine
8. The Vine Hall Community Group or Elmbridge Council may request the presence of police officers or representatives as may be considered necessary to keep order at the Venue.
9. There is no telephone at the Venue so that the Customer is advised to bring a fully charged mobile telephone for use in case of emergency.

### **Parking**

- 3.10 There is limited parking at the Venue. People using the car park are expected to park in an orderly and considerate manner.
- 3.11 The Customer, customer's employees and contractors and any guests parking within the neighbourhood of the Venue are expected to do so in a considerate and acceptable manner within the provisions of the law. Please do not obstruct drop kerbs or junctions.

## **2. CHARGES AND PAYMENT**

1. The Customer shall pay the Charges in accordance with this clause 4.
2. The Vine Hall Community Group shall invoice the Customer for the Deposit and the Charges, which shall be payable by the Customer at least 28 days before the Event date.
3. The Charges include the hire of the Venue, lighting, heating and the use of tables and chairs.
4. The Charges may be amended by Vine Hall Community Group from time to time and will be revised annually. An up to date list of charges will be found on the website: [www.vine-hall.org](http://www.vine-hall.org).
5. The Venue is hired on a DIY basis, the Customer shall ensure that it has enough time in the Hire Period for setting up, cleaning and putting items back in place by the end of the Hire Period. It may be possible to arrange caretaker assistance in certain circumstances at an additional charge.

### **Regular Hirers**

6. Vine Hall Community Group will permit block bookings of the Venue and will invoice Regular Hirers monthly in arrears.
7. All invoices issued in accordance with clause 4.6 shall be paid by the Regular Hirer within 15 days from the date of the invoice.
8. Vine Hall Community Group may cancel any bookings forthwith if the Regular Hirer fails to make payment on the date invoices are due.

### **Deposit**

9. Depending on the Event, a Deposit may be payable by the Customer in accordance with clause 4.2 The amount of the Deposit will be confirmed in the Email Confirmation.
10. The Deposit is fully refundable provided that the Venue is left in a clean and tidy condition at the end of the Hire Period; that no damage or loss has been caused to the Venue or its contents; and that no complaints are made to Vine Hall Community Group about noise or other disturbances during the Hire Period.
- 4.11 All amounts payable by the Customer exclude amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Vine Hall Community Group at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 4.12 If the Customer fails to make any payment due to the Vine Hall Community Group under the Contract by the due date for payment, then, without limiting the Vine Hall Community Group's remedies under clause 6, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 4.13 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **5. LIABILITY**

- 5.1. The restrictions on liability in this clause 5 apply to every liability arising in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.
- 5.2. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
  - (a) death or personal injury caused by negligence; and
  - (b) fraud or fraudulent misrepresentation.
- 5.3 Subject to clause 5.2, Vine Hall Community Group shall not be liable for:
  - (a) the death of, or injury to, the Customer or that of the Customer's employees, contractors or any other guests or invitees to the Venue;
  - (b) damage or theft of any property of the Customer or that of the Customer's employees, contractors or other guests of invitees to the Venue; or
  - (c) any loss occasioned to the Customer as a result of the breakdown of any equipment, a failure to supply electricity or gas, a leakage or penetration of water, a fire or explosion, fire hoax, terrorism or terroristic hoax, a government restriction, misuse of fire equipment or force majeure at the Venue, whether any of these events causes the Venue to be temporarily closed or the Hire Period to be interrupted, curtailed or cancelled.
- 5.3. Vine Hall Community Group gives no warranty that the Venue is fit for any specific purpose and shall not be liable to the Hirer in that regard.
- 5.4. The Vine Hall Community Group shall not be liable for any indirect loss caused to the Customer including loss of profits, loss of sales or business, loss of agreements or

contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill; and indirect or consequential loss.

- 5.5. Subject to clauses 5.2, 5.3 and 5.4, the Vine Hall Community Group's total liability to the Customer shall not exceed the Charges.

### **Insurance**

- 5.6. The Customer is advised to take out third party liability insurance with a reputable insurance company to cover loss of or damage to property caused by the Customer, the Customer employees or contractors and guests and injury or death of any person caused by the Customer's negligence during or in connection with a Hire Period.

### **Indemnity**

- 5.7 The Customer shall indemnify the Vine Hall Community Group, its officers, its contractors and agents from and against all losses (including damage to the Venue) claims, demands, actions, expenses, damages, penalties or proceedings arising out of or in any way connected with the Hire Period.

## **6. CANCELLATION**

- 6.1 Vine Hall Community Group may cancel the Contract with immediate effect by giving the Customer notice in writing if:
- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;
  - (b) the Customer commits a material breach of any term of the Contract;
  - (c) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy;
  - (e) the Customer is unable to perform its obligations in connection with the Contract pursuant to clause 8.1.
- 6.2 The Customer may cancel the Contract by notice in writing to the Vine Hall Community Group.
- 6.3 If the Contract is cancelled under any provision in this clause, the Vine Hall Community Group will use reasonable endeavours to re-book the venue but the Vine Hall Community Group reserves the right to charge a cancellation fee. The cancellation fee shall be:

<b>Cancellation before the date of the Event</b>	<b>Cancellation fee</b>
More than 28 days before the date of the event	0%
Less than 28 days before the date of the event.	100% of the Hire Charge

- 6.4 Any Deposit paid will be refunded in the event of cancellation.
- 6.5 On completion or cancellation of the Contract for whatever reason:

- (a) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and
- (b) completion or cancellation of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of completion or cancellation.

## 7. DATA PROTECTION

- 7.1. Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679) (UK GDPR), and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).
- 7.2. A Privacy Policy is available from the website: [www.vine-hall.org](http://www.vine-hall.org). The online booking facility is hosted by a third party and as such will have a separate Privacy Policy which the Customer is advised to read carefully before making any booking.

## 8. GENERAL

- 8.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 8.2 **Waiver.**
  - (a) a waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
  - (b) a failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 8.3 **Variation.** The Vine Hall Community Group reserves the right to modify, add to or change the terms of these Conditions, any rules or documents referred to in the Contract and any other policies at any time and any such modifications, additions or changes will be effective immediately on being notified to the Customer.
- 8.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 8.4 shall not affect the validity and enforceability of the rest of the Contract.
- 8.5 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

- 8.6 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
- 8.7 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

**Please - Park considerately and avoid obstructing drop curbs**  
**Keep the Outside Doors CLOSED at ALL times**  
**Keep the Noise Level down - particularly if a PA System and/or music is used**  
**Depart quietly, avoiding shouted farewells, banging car doors, tooting horns etc.**