

Beckley Hall

BH DN5 - A

Booking – Terms and Conditions

The Booking Terms and Conditions contained herein should be read with and included with the accepted booking request. The following Attachments are obtainable from the Village Hall Website (www.beckleyhall.org) which the Hirer is deemed to have read, understood and agreed to comply with:

- BH DN5 - B – Further Information
- BH DN5 - C – Template Check List
- BH DN8 – Fire Risk Assessment
- BH DN9 – HSE Risk Assessment and related documents
- BH DN9 – A - Health and Safety
- The Music Licence
- TV Licence
- Our policy documents displayed on the above website.

And with:

- Notices displayed in the Hall
- Any other specific provisions agreed in writing (including by email) with the Booking Secretary.

All terms within this Agreement are mutually explanatory. Reference to “we”, “us” and “our(s)” should be read as reference to the Trust being the Beckley and Stowood Village Hall CIO. Reference to “you” and “your” should be read as reference to the Hirer.

Article Number	Terms and Conditions
1	All bookings are at the discretion of the Trust.
2	Limits to Number of People Attending an Event The number of people using the Hall itself must not exceed 120 for a seated event and 140 for any other event. The limit of 140 is based on the toilet provision. If numbers greater than that are envisaged such as, for example, where a marquee might be used for a large event, the prior authorisation should be sought (from both the booking clerk and the Parish Council), and additional portable toilet facilities procured. Animals, other than dogs as provided below, are NOT permitted inside the premises.
3	Hirer’s Age Limitation No persons under the age of 18 may hire the Hall.
4	Use of Premises The Hirer shall not use the premises for any other purpose other than previously agreed and shall not sub-hire or allow the premises to be used for any unlawful purpose or in any unlawful manner or bring onto the premises anything which may endanger the same or any insurance policies in respect thereof.
5	Hirer’s Duty of Care The Hirer, during the period of hire, will be held responsible for care and supervision of the premises, the fabric and its contents from damage or alteration of any sort and the safe behaviour of all persons using the premises including the parking of vehicles on the site. Only responsible adults should be allowed in the kitchen area. Please leave the Hall tidy

Beckley Hall

BH DN5 - A

Booking – Terms and Conditions

	after use and return all tables and chairs that have been used to the storage room on their racks. A cleaning charge will be made if the Hall is not left in a satisfactory state. The Hirer will be charged for any remediation costs if there is any damage beyond normal fair wear and tear. All waste/rubbish, including food waste, shall be placed in the appropriate Grundon blue general waste bin. Recyclable waste (paper, cardboard and plastic) shall be placed in the Grundon green recycling bin. Food waste to be placed in the Grundon general waste bin. Glass should be separated and placed in the dedicated black Grundon glass bin. The Grundon bins are in the car park on the right hand side. All lights should be switched off when you leave but note that the lights outside the entrance are on automatic timer and will switch off themselves after you have left.
6	Compliance with Statutory Requirements The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music, public entertainment or stage plays and in particular with Article 52 herein.
7	Evidence of Hirer's Insurance Any Hirer using the Hall for a commercial purpose, is required to provide proof of current insurance cover if requested.
8	Exclusive Use of Toilets If users of the playing field and/or tennis court wish to use the toilets and/or changing facilities then the Hall must be booked. There is no provision for dual use of the toilets.
9	Indemnity The Hirer shall indemnify the Trust for the cost of repair of any damage done to any part of the Property or contents which may occur during the period of the Hire.
10	Limitation of Liability To the maximum extent permitted by law, the Trust is not responsible for loss or damage to the Hirer's property or persons of any kind when the premises and contents are being hired or for any other losses that may be incurred by the Hirer including in the event of the Hall being unavailable for hire. We accept 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 we will charge fees each day or part of a day at the hire fee per hiring until the same is removed. We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances: (i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended. (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.
11	End of a Hiring All events (including cleaning time) MUST terminate at 11.00pm, unless otherwise agreed with the Trust and where SODC (South Oxfordshire District Council) have issued a TEN (Temporary Event Notice). Hirers are responsible for ensuring that the noise level of their function is such that it does not inconvenience or interfere with others in the neighbourhood. This particularly applies when leaving or vacating the Hall and adjacent areas.

Beckley Hall

BH DN5 - A

Booking – Terms and Conditions

	The Hirer, at the end of the hiring period, shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured, with all contents returned to the positions in which they were found, doors, windows and vents shut and locked as appropriate, and the hall and bin keys returned to the key safe by the end of the agreed hire period. See section 17 regarding delaying cleaning until the following morning if event not finishing until 11:00pm.
12	Termination The Hirer may terminate this Agreement at any time or cancel any booking provided by this Agreement by giving written notice. In the event of termination by the Hirer, the Trust will issue a credit note for 90% of any monies paid or outstanding to be paid by the date of cancellation less any amount that the Trust is not able to make up with replacement bookings. Subject to the additional provisions below, the Trust may terminate this Agreement or cancel any booking by giving 30 days' notice in writing. The liability of the Trust in the event of termination or cancellation will be limited to the return in full of any monies paid. In particular commercial Hirers should note that the Trust requires the Trustees to ensure that the Hall is administered in accordance with the charitable purposes of the Trust. Accordingly, we are bound to preserve and hereby reserve the right to terminate this Agreement by not less than seven days' notice in writing to you in the event of the Hall being required on the same date/time for the fulfilment of its charitable purposes. In the event of such termination by us, we will refund to you all monies paid by you to us. We will not, however, be liable to make any further payment to you in respect of expenses, costs or losses incurred directly or indirectly by you in relation to any such termination." We reserve the further right to cancel this Agreement by giving you written notice in the event of: (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election; (ii) The trust considering that (a) such hiring will lead to a breach of any statutory requirements, or (b) unsuitable activities will take place at the premises as a result of this hiring; (iii) the premises becoming unfit for your intended use; (iv) 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; (v) an inadvertent double booking in which we will endeavour to make a reasonable assessment of the circumstances and give priority to the Hirer who will in our judgment suffer the least. In any such case you will be entitled to a refund in full of any monies already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever subject only to the discretion of the Trustees whose decision on such matter will be final and binding. The Trust may also terminate this Agreement if the Hirer is late in making a scheduled second payment. In the event of such termination the Hirer will forfeit the initial payment.
13	Temporary Event Notice

Beckley Hall

BH DN5 - A

Booking – Terms and Conditions

	It is the Hirer's responsibility to obtain a Temporary Event Notice (TEN) in the following circumstances: 1. If alcohol is to be consumed in the Hall during the period of Hire and if money is to change hands, whether or not directly related to the purchase of the alcohol. So, unless the event is alcohol free or if alcohol is provided at any event that is in all respects free of charge to the attendees (as with a family party for example) then a Temporary Event Notice will be required. 2. If a hire is agreed by the Trust to extend beyond 11.00pm. Refer to http://www.southoxon.gov.uk/services-and-advice/business/licensing/temporary-events-notices for the simple procedure to obtain such a notice but ensure that the application is made in good time. Note that the Trust has a limit to the number of TENs that may be obtained in any one year – thus: • <i>A premises may be the subject of a maximum of 15 TENs per calendar year.</i> • <i>No premises can have more than 21 days of TEN per calendar year.</i> Hence the Trust requires the Hirer to send the Booking Secretary any TEN received AND the acknowledgement of receipt from SODC so that the Trust can track the total of TENs in compliance with this requirement. Any TEN taken out for the event must be taken out in the name of the Hirer and not in the name of any third party, such as the supplier of refreshments. Additionally SODC have advised us that if a TEN was rejected, however unlikely, the applicant would be notified, not the venue. Therefore the Hirer must advise the Booking Secretary if the TEN is refused.
14	Right to Amend Conditions The Trust reserves the right to adjust the terms of this Agreement for any bookings for the calendar year following the date of the Agreement (unless there is specific provision within the Agreement for the terms to apply to that subsequent year) and in the event that the Hirer does not wish to proceed on the basis of such adjusted terms then the booking shall be cancelled, and any monies paid by the Hirer returned in full.
15	Creation of the Agreement The Agreement shall be created when the Trust's Booking Secretary has accepted the Hirer's booking request. This will take place by email exchange between the email address for the Hirer given above and the Trust's Booking Secretary's email address.
16	Limitation to Repeat Bookings Regular repeated bookings can be taken and committed by the Trust for weekdays only. Such bookings taken for the weekend may be cancelled by the Trust, but (other than in exceptional circumstances) such cancellation will only be made by giving a minimum of fourteen calendar days' notice. The contractual entitlement to any repeat bookings will be made once the amount due for any particular repeat booking has been paid in full.

Beckley Hall

BH DN5 - A

Booking – Terms and Conditions

17	Management of Events The Hirer hiring the Hall, or a person designated as supervisor of an event shall ensure effective overall management of regulated entertainment and be present in the Hall for the duration of the hire. Persons holding dances/receptions etc. at which music and alcoholic beverages are available are asked to show due consideration to those who live near the Hall. For teenage discos and/or parties, bookings must be made by parents who will be held responsible for supervision and any damage caused. A zero-tolerance approach to alcohol should be adopted when under 18's parties are booked with checks made that no alcohol is brought on to the premises or consumed in the car park. If hirers (when the event is intended to run to 11:00pm) wish to clean the Hall the following morning, a separate booking must be made in advance except for wedding bookings where the evening before and the day after until 12:00 are included. Age verification policy: People who appear to be under the age of 18, must be asked, before being served alcohol, to produce identification showing their photograph, their date of birth and a holographic mark. Examples of acceptable ID include: photo card driving licences, passports or proof of age cards bearing the PASS hologram or other forms of ID which meet the criteria laid out above. Drunk and Disorderly Behaviour and Supply of Illegal Drugs. The Hirer shall ensure that in order to avoid disturbing neighbours to the Hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises. The Trust has a right of entry if they have reason to think that the conditions of hire are not being observed. Furthermore, the Trust reserves the right to refuse or revoke any booking.
18	Reporting Unsatisfactory Conditions Anyone finding the Hall in an unsatisfactory condition must notify the Booking Secretary immediately at the commencement of hire by email and with photos. Any non-notified defect will be deemed to have been caused by the Hirer and the appropriate penalties deducted.
19	Multiple Bookings Where multiple bookings are requested then this Agreement covers such multiple bookings for which payment in full must be made prior to each event.
20	Cleaning after multi-day events such as Weddings The Hall should be cleared (including all rubbish removed from the Hall) and cleaned by 12:00 on the afternoon after the event so that a new Hire can start, following cleaning, at 13:00 that day.
21	Gambling You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

Beckley Hall

BH DN5 - A

Booking – Terms and Conditions

22	Film Shows You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. The Deregulation Act 2015 requires you to have our written permission to show a film.
----	---

Beckley Hall

BH DN5 - A

Booking – Terms and Conditions

23	Child Protection You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).
24	Food Safety You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are/are not (delete as appropriate) provided with a refrigerator and thermometer.
25	Electrical Appliances You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.
26	Smoking and Smoke/Fog Machines You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaching this provision must leave the premises. You must ensure that anyone wishing to smoke does so outside and not within 10m of the building and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire or leave waste residue. You must not use fog or smoke machines as they will set off the fire alarm system.
27	Faulty Equipment and Accident Reporting You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Booking Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).
28	Flammable Substances You must ensure that: (i) Highly flammable substances are not brought into or used in any part of the premises. (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.
29	Unauthorised Heating Devices You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.
30	Dogs You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises. No other dogs are allowed other than by prior arrangement which might incur an additional cleaning charge.
31	Fly Posting You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and must indemnify and keep us indemnified

Beckley Hall

BH DN5 - A

Booking – Terms and Conditions

	accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.
32	Fair Trading You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.
33	WiFi Services
33.1	WiFi Use and Termination Right When using the WiFi service you agree at all times to be bound by the following provisions: (i) not to use the WiFi service for any for the following purposes: (a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws; (b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice; (c) interfering with any other persons use or enjoyment of the WiFi service; or (d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner; (ii) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party. The WiFi log-in details are displayed on the Hall's internal notice-board. If there are any issues with the connectivity, then the Hirer should contact the Booking Secretary.
33.2	WiFi Termination We have the right to suspend or terminate our WiFi service immediately if there is any breach of any of the provisions of these Standard Conditions including without limitation: (i) if you use any equipment which is defective or illegal; (ii) if you cause any technical or other problems to our WiFi service; (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service; (iv) if you resell access to our WiFi service; or (v) if you use our WiFi service in contravention of the terms of these Standard Conditions.
33.3	WiFi Availability (i) Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times. (ii) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the Hall's WiFi service. (iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless

Beckley Hall

BH DN5 - A

Booking – Terms and Conditions

	communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.
33.4	Data Protection and CCTV (i) We may collect and store personal data through your use of our WiFi service. (ii) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service. (iii) By using our WiFi service, you agree to the terms of this clause 33. If you would like more information or object to anything in these conditions, you should speak to the Chairman of the Trust. When using the WiFi service the Hirer agrees at all times to be bound by the following provisions: (a) not to use the WiFi service for any for the following purposes: (i) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws; (ii) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice; (iii) interfering with any other persons use or enjoyment of the WiFi service; and (iv) making, transmitting or storing electronic copies of material. We are committed to the Data Protection Policy DN25 and CCTV Policy DN29 which are shown on our website. We will only use the information you have provided for the necessary administration, operation and marketing of the Hall. Information collected will not be shared with any other organisation and we promise to take reasonable measures to keep your details safe and secure. We will only keep your data for as long as necessary. If you wish to find out what information we hold or to amend the information, please contact the Booking Secretary on booking@beckleyvillagehall.org The Trust is registered with the Information Commissioner's Office.
34	No Alterations You must not make any alterations or additions to the premises, nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may not remain in the premises at the end of the hiring. Such items will become our property unless you remove them, and you must make good to our satisfaction any damage you cause to the premises by such removal. Do not stick or tape anything on the floor or any painted wall. Please fix any notices to the noticeboards, glass or doors ensuring no trace is left when removed.
35	Permission to Use Only This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

Beckley Hall

BH DN5 - A

Booking – Terms and Conditions

36	Car parking The Hall car park will accommodate a good number of cars if they are parked sensibly. Any overflow may park on the Village Green by prior arrangement when additional charges may apply and when a Car Parking Marshall may need to be employed at the expense of the Hirer. The Booking Secretary can advise Hirers how to temporarily remove the car park entrance bollards should access be required for wide vehicles for equipment delivery/removal. The car park gates should be left open.
37	Noise Control The Hall has been designed with a noise wall between the building and the houses in the adjacent road. However, the Trust requires additional measures to limit the risk of noise affecting both the health of users close to loudspeakers and to adjacent residents. Those measure are: (i) Hirers must comply with Article 52 herein. (ii) The Trust does not permit music to be played outside the Hall. Hence music for any weddings or other events using a marquee must only be played in the Hall and not the marquee, unless a TEN (temporary event notice) has been obtained together with the agreement of the Booking Secretary. The Hall holds a Music License to allow copyrighted music and films to be played/shown inside the hall only. (iii) All external doors, windows and the high-level vents should be closed from 9.00pm onwards. (iv) The Hall is fitted with a high quality and noise limited amplification and loud speaker system and projector. See BH DN28 for instructions on how to use this system. This is suitable for public address, film shows and background music. It may not be suitable for specific musical events for which hirers may choose to bring/hire their own equipment. If so then any such equipment should be preset to a maximum output of 85dB within the Hall and not creating excessive noise outside the Hall. The Hirer should ensure that any "imported" equipment should be PAT tested. Hirers who wish to use a sound system, whether ours or theirs, should discuss this with the Booking Secretary at the time of the Hire and adhere to any further instructions received. Hirers who wish to use our sound system and/or projector will be asked to pay an additional £250 damage deposit. (v) Music must cease promptly before 11.00pm to allow sufficient time for the Hall to be cleaned and cleared by 11.00pm. The Trust reserves the right to cut off the power (other than for emergency lighting) to the Hall after that time and at any other time where a regulatory provision is being breached.
38	Tennis Courts, Playground or Playing Field The Tennis Courts, Playground and Playing Field are the responsibility of the Parish Council and not the Trust. The Trust is empowered to act as the agent of the Parish Council in respect of the following: (i) To provide access to limited areas of the Playing Field for overflow car-parking. (ii) For use of the playing field for organised games for which special application would need to be made to the Booking Secretary and may require an application to the Parish Council unless only a small area required. (iii) If a marquee on the playing field is being contemplated, then specific permission from the Parish Council is required for this, as there are limits on the size allowed

Beckley Hall

BH DN5 - A

Booking – Terms and Conditions

	and adherence to the PC's T&Cs required. In addition, hirers will need insurance (usually provided by the marquee providers) as neither the Trust nor the Parish Council will accept any liability for injuries or problems related to the marquee.
39	External Use of Hall Tables and Chairs These are not to be used outside the Hall building.
40	Barbecues No cooking shall take place other than in the kitchen. Barbecues are not permitted.
41	Care in the use of drinking glasses To prevent broken glass shards creating a safety hazard on the playing field, glass drinking vessels are banned outside the Hall except on the patio or within any surfaced marquees. Plastic mugs are provided for use by children. Any broken glass should be cleared up immediately and reported in the Hirer's record book. No charge will be made for the occasional broken glass, we are more interested in it being reported so that the glass can be replaced than charging for minor damage. We reserve the right charge for more substantial losses.
42	Prohibited Activities The following activities are entirely prohibited and not covered by the Trust insurance: • Contact sports including martial arts • Jousting competitions • "It's a knockout" type competitions • Bungee jumping or abseiling • "Donkey Derby" racing • Activities involving weapons • Passenger carrying amusement devices • Animal rides of any kind • Ballooning or aerial activities of any kinds • Go-karting, quad biking or motor sports • Professional sports teams or persons • Individual exhibitions valued at over £250,000 • Racing or time trials other than on foot • Activity involving watercraft • Firework displays, bonfires, candles and any other naked flame including ethanol burners • Bouncy castles and other inflatable devices • Confetti which isn't biodegradable (both inside and outside the Hall).
43	Fire Alarm Under no circumstance must the fire alarm or smoke detectors be disabled.
44	Debt Collection Interest of 10% per annum (to include for normal debt recovery administration costs) will be charged on outstanding monies due. In the event of a debt being outstanding for more than 30 calendar days the Trust reserves the right to appoint a professional debt collection firm and their fees will be payable by the Hirer in addition to the outstanding debt and interest. The Trust is a charity and cannot afford the time, cost and energy to chase outstanding monies.
45	Lost Property If lost property is found and the owner can be identified the Trust will contact the owner.

Beckley Hall

BH DN5 - A

Booking – Terms and Conditions

	The Trust will endeavour to keep any lost property safe for 30 calendar days from the date of discovery and following that period, if the property is unclaimed, it will be sold or donated to a charity shop of the Trust's choosing or otherwise disposed of.
46	Area Covered by these Terms and Conditions The Trust is directly responsible for the Hall structure and all that is contained within it (other than goods and equipment owned by Hirers) together with a perimeter strip of land deemed necessary for the use of the Hall and its repair and maintenance. The Trust's landlord, the Parish Council, owns and is responsible for all other land and facilities on and within the playing field and village green including the Hall car park, children's play area and tennis court. However, the Parish Council have empowered the Trust to act as its letting agent in relation to certain uses of these other facilities and hence these Terms and Conditions and any restrictions contained with them apply to these other areas, where such use is agreed at the time of the Hire, as well as to the use of the physical building. The car park is only to be used for car parking and not for any other Hire event activities.
47	Primary Obligations and related Penalty Provisions and Deposit The following Articles of these Terms and Conditions are considered Primary Obligations being obligations of such concern to the Trust that they are of the essence of this Agreement. Breach of such Primary Obligations may not result in financial loss to the Trust but of loss of amenity and the avoidance of disruption to the local community and environment. For that reason, the Trust reserves the right to impose the following penalties for any such breach but with the proviso that the total penalty would not exceed the deposit held by the Trust for any booking. The liability for such penalties is in addition to the liability for any loss or damage which liability shall be for the total cost to the Hall of such loss or damage. The payment of any penalty does not relieve the Hirer of any other obligation under this Agreement nor limit the Trust in the application of any other contractual remedy. Articles and related penalty • 2, 4, 5, 17, 21, 24, 25, 26, 28, 30, 31, 36, 41, 53 – 25% of deposit for each breach • 34, 37 – 25% of deposit (but – 100% in the case of any damage or malfunction caused) • 11, 23, 40, 42, 43 – 100% for a breach A deposit of 100% of the Hire charge will be payable which can be waived at the discretion of the Booking Secretary for regular Hirers who have demonstrated respect for adherence to the provision of this Agreement. The deposit will be returned less any penalty or damage retention within 14 days of the completion of the Hire. The Trust has no wish to impose any penalty on any Hirer. If one or more penalties are imposed the cumulative total will not exceed the deposit provided under this Agreement. The Trust will not engage in discussions on whether the penalty is appropriate but will simply apply the above provisions. The Booking Secretary's decision will be final and binding on the Parties.
48	Review of Hire Charge Rates These rates will be reviewed periodically and any new rates included in amended document BH DN 7 on the web site http://www.beckleyvillagehall.org/. However, bookings already made with deposits paid will not be subject to any such review.

Beckley Hall

BH DN5 - A

Booking – Terms and Conditions

49	Bank Charges Any bank charges due on payments made by the Hirer to the Trust and on any repayments made by the Trust to the Hirer shall accrue to the Hirer.
50	Power Failure In the event of a failure of the electricity supply during a hire the hire fee will be returned in full if the failure is caused by a fault in the Hall and if the fault prevents the use during the hire period for the purpose of the hire. If the failure is due to a utility failure on the utility supply side of the meter then the risk is held by the hirer and the hire fee will not be returned.
51	Utility Charges Utility charges are included within the Hall's hire fees, except for any use of electricity for external marquee heating. If electrically operated marquee heating might be required, please speak to the Booking Secretary about a possible special arrangement and related charge.
52	Additional fees for Wedding Parties that were not declared as such Hirers will note that the fixed fee for one day Wedding Party is more expensive than a normal one day booking. This is because we provide for the afternoon of the previous day and the morning of the subsequent day to be available for the hirer to set up for the wedding and then to clean up after the wedding. We therefore do not accept other bookings during those periods. We have experience of one day wedding bookings creating disruption for other hirers caused, for example, by the hirer and their suppliers delivering equipment on the previous day and wishing to set up and then failing to clear and clean adequately on the day of the booking. This disrupts other hirers and leads to complaints to the Trust and unhappy hirers. If the Trust finds an event not booked as a Wedding Party IS in fact a Wedding Party then the Hirer will be liable for the additional fee for a Wedding Party together with any other additional costs or penalties provided by these Terms and Conditions.