



Hiring Terms and Conditions

July 2024

1. Definitions and Interpretation

1.1 In this Agreement, the following words and expressions shall have the following meanings:

“Agreement” means these terms and conditions of agreement;

“Applicant” means a person or entity applying to hire part of the Premises;

“Business Day” means any day Vital Village is open; and “bank holiday” means any day designated a bank holiday by the Banking and Financial Dealings Act 1971 or by Royal Proclamation;

“Hub Manager” means the Manager for the time being of the Vital Village Hub.

“Council” means the Council of the Borough of Elmbridge of the Civic Centre, High Street, Esher, Surrey KT10 9SD;

“Hirer” means the person or entity hiring the Premises under the terms of this agreement;

“Party or Parties” means Vital Village and the Hirer;

“Premises” means Vital Village Hub’s premises including car parking and cloakroom facilities located at Mercer Close KT7 0BS, Thames Ditton

“Property” means property belonging to the Hirer and to those who have explicit or implicit authority from the Hirer to enter the Venue;

“Hire Period” means the period of hire detailed in the confirmation of booking and acceptance application issued by Vital Village.

“Hire” means any use of the Premises and/or Venue as a result of this Agreement for the purpose of meetings, training, conferences, exhibitions, leisure classes, family parties, weddings and christenings.

“Regular Hirer” means a Hirer who books 12 or more regular events at a particular Venue in any calendar year.

“Provision of Regulated Entertainment” meaning is defined in Schedule 1 of the Licensing Act 2003 and regulated entertainment includes performance of a play; exhibition of a film; performance of live music; dance performance and any playing of recorded music

“Supply of Alcohol” means the sale by retail of alcohol or the supply of alcohol by or on behalf of a club to a member of the club.

“Security Officer” means Vital Village employee provided for the Hire Period to attend at the Venue where necessary.



“Venue” means the Premises hired by the Hirer under this agreement and where the context permits includes any ancillary areas of the Premises that the Hirer is permitted to use including car parking; cloakroom facilities; and kitchen facilities.

1.2 In this Agreement, unless the context or relevant clause otherwise requires:

1.2.1 The expressions “Vital Village” and “Hirer” shall include their respective successors, personal representatives, employees and permitted sub-contractors and assigns;

1.2.2 Reference to any Order, Regulation or Statute whether detailed expressly or incorporated by general reference, shall be deemed to include a reference to any amendment, re-enactment or replacement of it;

1.2.3 Words importing any gender shall include all genders and the singular includes the plural and vice versa;

1.2.4 Reference to clauses shall be construed as reference to clauses of this Agreement;

1.2.5 Clause headings are included for ease of reference and shall not affect the interpretation or construction of this Agreement;

1.2.6 In this Agreement a period of time expressed as a number of days shall be computed as clear days, which means the day on which the period begins shall not be included.

1.2.7 Failure by either party to exercise any right or remedy under these terms does not constitute a waiver of the right or remedy.

2. Agreement

The Hirer agrees, following written confirmation of booking via email to be bound by these terms and conditions and any special conditions attached. This is a legally binding Agreement and if the Hirer is in any doubt as to the “Terms and Conditions” herein contained then it should seek independent legal advice. Regular hirers are required to update Vital Village via their Hallmaster Online Account if there any changes to the person in charge of the hire or details of hire.

3. Applications

a) Applicants who wish to hire Premises must set up an Hallmaster Online Account and applications to hire Premises must be made via the online booking system.

b) The Applicant must state clearly and fully the precise purpose for which they wish to hire Premises.

c) An application to hire Premises is made by way of offer by the Applicant and as such may be rejected by Vital Village.

d) When the request for hire has been confirmed as acceptable to Vital Village, the hirer will be required to send relevant documentation and make payment through their Hallmaster



Online Account. For long-term hiring, Vital Village will issue an invoice at the end of each month.

e) No legally enforceable contract comes into being until payment has been received for one-off hires and the Hire has been confirmed by Vital Village in writing. Therefore, the Applicant is advised not to publicise any function it proposes to hold on the Premises until the Applicant has received written confirmation of booking.

f) Applicants must be eighteen years of age or over.

g) Vital Village has the right to refuse any application for Hire or any request to change a Hire booking. Any fraudulent or wrongful information given in order to obtain Hire of a Venue could result in cancellation of the Hire.

h) The Hirer shall not assign this Agreement for Hire for the Venue or any part thereof.

4. Charges

a) Vital Village will request the full hiring charge when the Booking has been confirmed for one-off hire. The Applicant is required to pay the full hire fee within 7 days of the payment notification and not later than 5 working days before the start of the hire period. Vital Village will cancel any existing booking(s) forthwith if the Hirer fails to make payment on the date the payment is due.

b) Vital Village will permit block bookings of the Venue and will require advance payment from Regular Hirers on a monthly basis.

c) The hiring charge includes the hire of the Venue, cleaning, (subject to the provisions of Condition 16 below), lighting, heating and the use of tables and chairs. Requests for any additional equipment or services in any Venue must be agreed when the booking for Hire is made, for an additional charge if applicable.

d) The hiring charges for the Venues may be amended by Vital Village from time to time and will be revised annually. The charge will be at the rate applicable on the date the event takes place (the date of hire). The charges for the hire of the Vital Village Hub are available at www.vitalvillage.co.uk

5. Number of Persons

The local Fire Authority and Vital Village's Building Control set the maximum number of persons allowed at the Venue. These figures must not be exceeded at any time. Vital Village also reserves the right to set lower numbers where appropriate. The Venue population limit set by Vital Village shall not be exceeded in any circumstances. If these figures are exceeded Vital Village has at its discretion the right to refuse admission of excess numbers or to terminate this hire Agreement forthwith without incurring liability to the Hirer.

6. Licensing Act 2003

The following activities cannot take place without the prior written approval of the Hub Manager: 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). Since the

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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 the Hub Manager.

7. Compliance with Law

The Hirer must not do or permit any act, omission or circumstance that would or might constitute a breach of any statutory requirement affecting the Venue or which would or might adversely affect in whole or in part any insurance effected in respect of the Venue.

The Hirer indemnifies Vital Village's officers from penalties, damages, costs and proceedings which they may incur in consequence of any breach or default in complying with any such statutory obligations and requirements.

The Hirer must comply with all conditions and regulations made in respect of the Venue by the Fire Authority and a copy of these will be supplied to the Hirer on request. Without prejudice to the generality of this clause the Hirer shall ensure that any day care for children under eight years of age complies with the provisions of The Children Act 1989.

The Hirer must comply with current national legislation and/or the National Governing Body guidelines by making appropriate recorded checks and procedures in respect of individuals whom you intend to work with children or vulnerable adults during the Hire Period, prior to such work commencing.

Vital Village has a set of various policies and your booking agreement is conditional upon you working within the terms and conditions of these policies. The hirer will supply a copy of their Disclosure and Barring Service Certification at the time of booking when requested.

No part of the Venue is to be used for an unlawful purpose or in an unlawful way. 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. Condition of Premises – Damage & Decorations

a) The Hirer shall leave the Venue and all things therein as clean, tidy and in as good order as they were at the commencement of the Hire Period.

b) The Hirer shall not cause or permit any person to drive any nails, screws or other fixings into the walls or floors or into any furniture or fittings or do or permit to be done anything likely to cause damage to the Venue or any Premises or any chattels or fittings therein.

c) No notice, decoration, drapery or other item shall be affixed to any part of the Premises or to furniture, fittings or chattels therein by adhesive tape or other adhesive substance such as blue tack unless prior written permission has been obtained from the Hub Manager.

d) All exhibition stand construction shall be temporary and removable.

e) No painting or making good of damage to Vital Village's property by the Hirer shall be made by the Hirer and the Hirer shall ensure that no person at the Venue with its explicit or implicit consent effects such painting or making good.

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f) No decorations, which include without limitation, flags, emblems, gas filled balloons, streamers, confetti or fume release devices, may be introduced to any part of the Premises without prior consent in writing from the Hub Manager. Where such consent is given it will be conditional on the use of non-inflammable material or material treated with approved fireproofing substance.

g) Notwithstanding that Vital Village may have given the consent required by clauses 8 c) and 8 e) Vital Village reserves the right to remove any poster, emblem or decoration visible outside Premises that are in the opinion of the Hub Manager unsuitable.

h) The main kitchen is not available for use, except with prior booking and payment.

9. Supervision of the Premises and Right of Entry

a) During the Hire Period, the Hirer is to be responsible for:

i. The efficient supervision of the Venue, including without limitation:

- the effective control of children,
- ensuring that only fit and proper persons have access to children and vulnerable adults, in accordance with Vital Village's Safeguarding policy,
- the orderly and safe admission and departure of persons to and from the Venue,
- the orderly and safe vacation of the Venue in case of emergency.

ii. The Hirer shall ensure full compliance with all relevant Health & Safety legislation and Regulations relating to the Hire;

iii. It is the responsibility of the Hirer to ensure the availability of medical, ambulance and first aid assistance as appropriate;

iv. The preservation of good order and decency in the Venue;

v. Ensuring that all doors giving egress from the Venue are left unfastened and unobstructed and immediately available for exit;

vi. Ensuring that no obstruction is placed or allowed to remain in any corridor giving access to the Venue.

vii. Ensuring that the Venue is not damaged, however slightly.

b) The Hub Manager and/or Security Officer may request the presence of Police Officers or other persons as they may consider necessary to keep order at the Venue.

c) Duly authorised members or officers or employees of Vital Village may enter the Venue at any time.

10. Insurance

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- a) The Hirer shall effect Public Liability Insurance with a minimum indemnity limit of not less than £5,000,000 (five million pounds) in respect of any one incident. Vital Village's interest may be requested to be noted in the Policy to indemnify Vital Village in respect of any liability that Vital Village may incur for death, personal injury or damage to property, sustained as a result of the Hire, if Vital Village deems this to be appropriate for any Hire.
- b) The Hirer must send a copy of this Insurance Policy to Vital Village via email, not less than 14 days prior to commencement of the period of use, and insurance must be arranged for all facilities to be provided on Site during the Hire Period.
- c) Alternatively, and at the discretion of Vital Village, Public Liability insurance may be arranged by Vital Village on behalf of the Hirer (except for regular hirers). In these circumstances, Vital Village will confirm the insurance premium due from the Hirer if any. The Applicant is required to pay the insurance premium in full not less than 14 days prior to commencement of the period of use.
- d) Regular Hirers must ensure a current copy of their Public Liability insurance is sent to Vital Village by email.
- e) Should the Hirer engage the services of a commercial caterer or entertainer for the Hire Period they are required to send written evidence of Public Liability insurance in the amount of at least £5,000,000 (five million pounds) to Vital Village's not less than 14 days prior to commencement of the period of use.

11. Cancellations

a) Cancellation by Vital Village without return of hiring charges

- i) The booking form and any supporting documentation contains any omission, or false or misleading statements.
- ii) It should be found that the hiring is likely to be of an objectionable or undesirable nature or if Premises are hired or used for any purpose that Vital Village has not approved.
- iii) The Hirer is in breach of this Agreement.
- iv) If the Hirer has not attained the age of majority this Agreement shall be void.

b) Cancellation by Vital Village with return of hiring charges

Where Vital Village cancels this Agreement. In the event of this Agreement being cancelled by Vital Village, Vital Village shall not be held liable to the Hirer for any damages or loss sustained as a result of or in any way arising out of the cancellation other than for the return of such hiring charges as shall have been paid by the Hirer.

c) Cancellation by the Hirer

If the hiring is cancelled by the Hirer, the Hirer shall be liable to the following cancellation refunds:

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- More than 4 weeks from date of event – full refund
- More than 3 weeks from date of event – 50% refund
- Less than 3 weeks from date of event – no refund

12. Agreement Personal to Hirer

The benefit of the Agreement is personal to the Hirer and the Hirer shall not sub-let or assign it or any part thereof. In the event of any breach of this condition Vital Village shall cancel this Hire without liability to the Hirer. All monies paid by the Hirer shall be forfeited and neither the Hirer nor the purported sub-hirer shall be permitted to enter or use the Venue.

13. Liability for Loss, Damage, Injury or Death

a) The Hirer shall indemnify Vital Village, its officers, its contractors, and agents from and against all claims, demands, actions, expenses, damages, penalties or proceedings arising out of or in any way connected with the hiring.

b) The Hirer will be responsible for any loss or damage to Property and for any claims arising out of the Hire.

c) Under no circumstances shall Vital Village be required to make good or accept responsibility or liability for any loss, theft or damage howsoever or by whomsoever caused or to any Property in or upon the Premises or deposited with any officer or servant of Vital Village.

d) Vital Village will not be liable for any loss occasioned to the Hirer as a result of the breakdown of 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 which may cause:

- The Venue to be temporarily closed, or
- The Hire Period to be interrupted, curtailed or cancelled, or
- The Hire being affected adversely.

e) It is the responsibility of the Hirer to select a part of the Premises that Vital Village is willing to hire that is suitable to its purposes for hiring. Vital Village gives no warranty that the Venue is legally or physically fit for any specific purpose and shall not be liable to the Hirer in that regard. That is notwithstanding that Vital Village may have transferred the Venue from that booked to another that is fundamentally comparable.

14. Damage to Vital Village's Property

The Hirer shall pay to Vital Village on demand the cost of repairing or replacing any part of the Premises or property whatsoever belonging to Vital Village in or upon the Premises that has been damaged (however slightly), destroyed, stolen or removed during the Hire Period by any person at the Venue with the express or implied authority of the Hirer or any of its representatives.

15. Garden Use and Smoking

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Smoking is prohibited in the Venue. However, smoking is permitted in the designated smoking areas outside the Venue. In consideration for our residential neighbours, quiet use of any outdoor and garden areas must be in small numbers of persons at any one time.

16. Cleaning and Clearing the Venue

By the end of the Hire Period, crockery and cutlery must be washed and stored in its original place. All furniture must be returned to its original position as advised by the Hub Manager or Security Officer. The Hub Manager or Security Officer is not obliged to give any assistance to the Hirer except on the matter of lighting, heating and ventilation. It is the Hirer's responsibility to provide their own refuse sacks and remove the rubbish from the Hub, ensuring that the Centre is left in a clean and tidy condition. The Hub Manager or Security Officer will check the building and equipment at the next opportunity after the end of the Hire Period.

For children birthday parties, the hirer shall pay a cleaning Fee in addition to the hiring fee.

17. Vacation of Premises

The Hirer shall ensure that all persons attending the Venue and any Property therein shall be out of the Venue by the conclusion of the Hire Period. Evacuation of the Venue shall commence in good time for the Venue to be cleared of persons and Property by the end of the Hire Period.

18. Exits and Gangways

All fire exits and gangways must remain clear and unobstructed at all times. All fire exits must be kept unfastened and unobstructed.

19. Complaints

Any complaints about any of the arrangements connected with the Venue should be made in writing addressed to the Hub Manager within 48 hours of the end of the Hire Period.

20. Animals

The Hirer shall ensure that no animals (including birds), except guide dogs are brought into the Venue, other than for a special event agreed to by Vital Village. No animals whatsoever may enter any kitchen at any time.

21. Lighting and Electrical Equipment

a) Neither the Hirer nor any person at the Venue with its implicit or explicit authority shall interfere with any electrical fixture or fitting.

b) No electrical equipment will be permitted on the Venue unless agreed in advance with the Hub Manager. The Hirer shall ensure that any electrical appliance brought onto the Venue during the Hire Period shall be safe, in good working order and used in a safe manner. All electrical equipment is required to be PAT tested and certificates sent to Vital Village in advance.

22. Performing Rights



a) Vital Village has a Licence from the Performing Rights Society Limited which authorises live public performances of the music of its members. The Hirer shall not cause Vital Village to be in breach of the licence. In particular, but without limitation:

i) As a condition of the Licence, Vital Village is under an obligation to supply to the PPL PRS details of live music played on every occasion when the Venue is let. The Hirer shall supply details of any music to be performed live at the Venue. Any variance to that programme shall be notified to the Hub Manager forthwith.

ii) Where the Hire involves playing recorded music, the Hirer shall obtain a licence from PPL PRS, and shall upload satisfactory evidence of such licence to the online account. Hirers can find more information at pplprs.co.uk.

23. Inflatable Play Equipment

If a Hire includes the use of inflatable play equipment, the Hirer must ensure it is PIPA tested and tagged as safe to use and provide a copy to the Hub Manager. Hirers can find more information at www.pipa.org.uk.

24. Storage

Where regular Hirers have been granted storage for their equipment at the Hub, the Hirer must complete a Hirer's Inventory List duly signed by themselves and the Hub Manager.

25. Notices

Any notice pursuant to these Terms and Conditions shall unless otherwise specified be in writing. Any notice shall either be delivered personally, by first class post or over email to the Hub Manager at the address or email address given in Clause 1.1 and to the Hirer at the address or email address given in its application. Any such notice shall be deemed duly served; in the case of a notice delivered personally to a responsible representative of the Hirer or for Vital Village to the Hub Manager at the time of delivery; by first class post two Business Days from the date of posting; by email if sent during normal business hours on a Business Day at the time of transmission, otherwise on the following Business Day.

26. Licence

The Hirer has permission only to use the Venue for the Hire Period and no tenancy or other right of occupation is given to the Hirer in respect of any Premises.

27. Vital Village reserves the right to modify, add to or change the Hiring Terms and Conditions, any rules or documents referred to and any other policies at any time and any such modifications, additions or changes will be effective immediately on being notified to the Hirer