



Community Room Hire Agreement

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Wallasey Village Library and Community Centre is registered with the Charity Commission (1204436) and the Information Commissioners' Office (ZB593156)

All bookings are to made using our online booking system at [Hallmaster V2 Scheduler](#)

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1 Introduction

- 1.1 The Wallasey Village Library and Community Centre (WVLCC) warmly welcomes responsible hirers and their guests. Please read through these terms and conditions and contact us if you have any questions.
- 1.2 The following terms are used in this document:
 - **Hall:** The premises known as Wallasey Village Library and Community Centre;
 - **Hirer:** Any organisation, group or individual entering into an agreement for use of the hall.
- 1.3 The hirer is required to be at least 18 years of age.
- 1.4 Hiring of the hall to any organisation, group or individual is at the absolute discretion of the WVLCC Trustees or any other member of staff or volunteer who has the authority to act on behalf of the WVLCC.
- 1.5 Hirers and their guests are required to treat all users and staff with respect.
- 1.6 The Hirer (or any other person authorised in writing to the WVLCC by the Hirer) must be present at all times during the hire period.
- 1.7 There are **no parking facilities** available to Hirers or their guests and the Hirer must ensure their guests do not inconvenience local residents by bringing in vehicles or parking illegally.
- 1.8 The Hirer must allow WVLCC staff access to the premises at all times during the period of hire.

2 Facilities

- 2.1 There are toilets which are available to the Hirer and their guests along with a toilet for disabled users.
- 2.2 No other areas of the WVLCC are included in the hire unless agreed prior to this booking and a floor plan being agreed for areas beyond the Community Room.
- 2.3 The Hirer must ensure the premises are inspected prior to a booking and that the facilities are suitable for the hire.

3 Bookings

- 3.1 Bookings can only be made using this form.
- 3.2 The booking form can be submitted by e-mail (in a PDF attachment) or returned to WWLCC by post/by hand, no less than seven days before the event/first booking. Acceptance of the booking form does not imply acceptance of a booking.
- 3.3 Bookings will not be accepted from anyone under the age of 18.
- 3.4 The booking form must disclose full details of proposed use including DBS certificates where relevant and a copy of a current policy of Public Liability Insurance. The hire is granted based on the details provided by the Hirer at the time of booking.
- 3.5 In the event of any variation of use by the Hirer or failure to comply with the requirements of full disclosure, the WWLCC reserves the right to cancel the booking.
- 3.6 The WWLCC may, if it deems necessary, request additional information from the Hirer.
- 3.7 The WWLCC reserves the right to refuse any booking. This would include events or activities which the WWLCC considers:
- to be an inappropriate use of the hall;
 - may present a threat to public safety;
 - likely to create a disturbance or inconvenience to the residents in the neighbourhood;
 - to be in conflict with any of the WWLCCs policies or its aims and objectives;
 - may embroil the WWLCC in disrepute
 - Posing a threat to our partnership with Baked
- 3.8 The WWLCC is not required to provide any reasons for refusing bookings.

Provisional Booking

- 3.9 If the booking is approved, the Hirer will be informed via e-mail with an invoice.

Confirmed Booking

- 3.10 A provisional booking will become a confirmed booking once the initial payment (see 5) has been received.

4 Prices

- 4.1 The Hire charge of £15 per hour is valid for bookings made up to six months in advance.
- 4.2 The WWLCC reserves the right to increase hire charges and will notify the Hirer giving them two months' notice.
- 4.3 The Hirer can then choose to accept the new charges or cancel the booking in which case any advance payments made will be returned to the Hirer.

- 4.4 In addition to the charges listed below, a cleaning charge of £20 will be added to all Community Room Hires if cleaning is deemed necessary after the event and has not been undertaken by the Hirer.

5 Payments

- 5.1 Payments must be made via bank transfer to the WWLCC's bank account detailed in the invoice.
- 5.2 Anything not specifically mentioned in the booking form are not included in the hire and must not be used by the Hirer or their guests.

6 Penalty Charges

- 6.1 The hirer will be charged for:
- loss or damage to property (see 12);
 - additional cleaning the WWLCC has to undertake which should have been done by the hirer;
 - finishing after the end time as agreed on the booking form (see 7.3);
 - other costs incurred by the WWLCC as a result of any breach of contract by the hirer.
- 6.2 An invoice for all penalty charges will be issued to the hirer.
- 6.3 The charge for finishing after the agreed time is £20 for every 15 minutes. Due to commitments to other hirers and availability of staff, the hirer may not be permitted to finish after the agreed time.

7 WWLCC Projects

- 7.1 Charges and rules for projects and activities supported or run by the WWLCC will be decided by the WWLCC Trustees at the project inception.

8 Discounts

- 8.1 The WWLCC Trustees shall have the final say on whether a discount can be offered and, on the amount, to be discounted. The WWLCC reserves the right to revoke the discount at any time for future hires.

9 Cancellation

- 9.1 The WWLCC reserves the right to cancel bookings if the hall is rendered unfit for the intended use.
- 9.2 In the event of any cancellation or termination of the hiring no liability shall fall upon the WWLCC, or any officer of the WWLCC, in respect of any loss sustained or expenses incurred by the hirer, or any other person, as a result thereof.
- 9.3 If the hirer cancels the hiring following a confirmed booking, the hirer shall be liable to the WWLCC for any costs, expenses and losses incurred by the WWLCC. Depending on when the notice of cancellation is received, a percentage of the total hiring charge will be retained by the WWLCC (see 11.1-11.5).
- 9.4 Cancellations or terminations will only be accepted in writing, and deemed effective upon receipt by the WWLCC.

10 Retentions

- 10.1 100% of the total cost will be retained if the cancellation is within 7 days of the hire date.

11 Damages, Decorations & Advertising

- 11.1 The hirer shall ensure nails, screws or other fixings are not driven into the walls or floors or into any furniture or fittings, or permit to be done anything likely to cause damage to the building or any such furniture or fittings.
- 11.2 The hirer shall repay to the WVLCC on demand, the cost of reinstating or replacing any part of the premises or any property, whatsoever, which is damaged, destroyed, stolen or removed during the period of hiring.
- 11.3 The hirer shall not display and shall ensure that no other person displays any advertisements relating to the hiring by affixing the same to or utilising the support of a lamp-post, guard rail, electricity relay box or any other item of street furniture except with the prior written consent of the WVLCC.
- 11.4 No signs, posters, banners or similar shall be attached to any wall or other part of the building without the approval of the WVLCC.
- 11.5 Where permission has been granted for placing signage, it should be fixed in the manner allowed by the WVLCC and removed at the end of the hire period.
- 11.6 The Hirer may not use the name Wallasey Village Library and Community Centre or WVLCC in any way in connection with their business other than to specify the location of the event.
- 11.7 The Hirer may not use the name Baked in any way in connection with their business without the prior consent of Baked.
- 11.8 The Hirer or their guests (whether invited or the members of the general public for open events) may not distribute any leaflets outside the Centre without express permission from the WVLCC.

12 Equipment & Electrical Installations

- 12.1 The hirer shall ensure all tables and chairs are returned back to the places they were taken from.
- 12.2 All electrical equipment brought into the building shall comply with the Electricity at Work Regulations, 1989. The WVLCC disclaims all responsibility for all claims and costs arising out of such equipment that does not so comply.
- 12.3 The hirer shall not alter, disconnect, or in any way interfere with the electricity nor install any additional lights.
- 12.4 The Hirer shall not install any “bouncy castle” or similar equipment inside the centre.
- 12.5 The WVLCC shall not be liable for any loss or damage to equipment brought in by the hirer or their guests.

13 Food & Alcohol

- 13.1 No food is to be prepared or stored in the centre. Catering will only be available from Baked. The Hirer is responsible for making arrangements with Baked and WWLCC is not a party to those arrangements. No food may be offered for sale by the Hirer without the prior consent of Baked.
- 13.2 No food is to be cooked on a barbecue or any kind of cooking device outside of the building.
- 13.3 The sale of alcohol is strictly prohibited unless an application for a license to Wirral Borough Council has been agreed with the Trustees.

14 Entertainment and Noise Levels

- 14.1 The playing of music or other entertainment shall be restricted to the inside of the building and must cease at 8pm.
- 14.2 The hirer is responsible for ensuring that their noise levels do not disturb other activities within the building or disturb local residents.
- 14.3 If amplified sound is used, the WWLCC reserves the right to dictate acceptable volumes.
- 14.4 The Hirer must ensure the noise levels during arrivals or departures are not such as to cause nuisance or inconvenience to occupiers of neighbouring properties.

15 Waste

- 15.1 The hirer shall ensure all areas are clean and free of litter. All waste must be taken away by the hirer as the centre does not have waste disposal facilities.
- 15.2 The hirer shall ensure no rubbish is left on the pavements or in the vicinity of the hall and all litter is picked up and disposed of appropriately.

16 Cleaning

- 16.1 At the completion of the hirer's activity tables, chairs and other furniture placed in their original positions and all areas left in a clean and tidy state.
- 16.2 The Hirer will ensure that any breakages of glass or spillage of food or drink are cleaned up immediately.
- 16.3 Where cleaning of the hall is not to the WWLCC's satisfaction or any damage has resulted from the cleaning, the Hirer will become liable for any additional costs incurred by the WWLCC.
- 16.4 Any property or goods belonging to the Hirer remaining in the facility after the termination of the booking period will be disposed of at the discretion of the WWLCC. No items belonging to the Hirer or their guests are to be stored on the premises.

17 Health & Safety

- 17.1 Hirers, guests and members of the public are obliged at all times to fully comply with the standard health and safety requirements.
- 17.2 It is illegal to smoke anywhere in the building.
- 17.3 No candles or incense sticks may be used in the building.
- 17.4 Fire exits must be kept clear at all times.
- 17.5 Fire apparatus must not be interfered with except as necessary in the cause of fighting a fire.

18 Safeguarding

- 18.1 The hirer is fully responsible for safeguarding of children (under the age of 18) and vulnerable adults where the parent or guardian of the child is not present during the hire.
- 18.2 The hirer must have safeguarding policies that govern their organisation and ensure they adhere to those policies at all times and deal with any safeguarding issues that may arise according to the relevant central and/or local government guidelines.

19 Insurance

- 19.1 The hirer must obtain their own public liability insurance to adequately cover all liabilities for the forthcoming event for which the booking is made. The hall's own insurance will under no circumstances cover any liability for the hirer or anyone on the hirers' behalf.

20 Indemnity

- 20.1 The hirer agrees to accept full responsibility and indemnify and keep indemnified the WWLCC against any action, claim or demand whatsoever which arises or may arise as a result of the hire.
- 20.2 The hirer agrees to accept full responsibility and indemnifies the WWLCC for the loss, damage or theft of any equipment, property or personal belongings.
- 20.3 The hirer fully indemnifies the WWLCC of all responsibility for any safeguarding issues which arise during the hire and DBS certificates (where appropriate) should be submitted to the WWLCC along with the hire form.

21 Termination

- 21.1 The WWLCC reserves the right to terminate any hiring in the event of any behaviour or action which is unlawful or damaging to the Centre or its members. If such termination takes place, the hirer will forfeit the deposit and fees paid.

- 21.2 If for reasons beyond the control of the WWLCC (the WWLCC having used all reasonable endeavours to avoid the same) it is necessary for the WWLCC to close all or part of the building or cancel the booking, the WWLCC may (without prejudice to the rights and remedies of either party in respect of any prior breach by the other) terminate this Agreement upon reasonable prior notice (which shall be no less than 48 hours save in the case of emergency when as much notice as is reasonably possible will be given) to that effect to the hirer and in that event the WWLCC shall, unless there has been a breach of any of the conditions of this Agreement, return the due proportion of the amount paid for the use of the Accommodation but the hirer and other persons attending the booking shall have no further claim whatsoever against the WWLCC in respect of such termination of the Agreement. See also section 10.
- 21.3 In any event, and notwithstanding anything in this Agreement, the WWLCC will not be liable to the hirer, its guests, employees, agents or contractors for any consequential, special, or indirect loss, loss of business profits or contracts or loss of reputations to the hirer in the event of cancellation of the function or termination of this Agreement by the WWLCC.

22 Emergency Procedures

- 22.1 The hirer must comply with the WWLCC's Emergency Procedures. If the fire alarm is sounded, everyone should leave the building immediately by the nearest fire exit. No one should return to the hall until permission has been obtained from the WWLCC.
- 22.2 In the event of a fire, the emergency services shall be informed by calling 999.

23 English Law

- 23.1 This Agreement shall be governed by English Law and the parties hereby submit to the jurisdiction of the English Courts.

24 Statutory Rights

- 24.1 This Agreement creates no binding relationship between the parties hereto in relation to further booking nor confers on the hirer any Statutory rights under the Landlord and Tenants Acts.

25 Contracts (Rights of Third Parties) Act 1999

- 25.1 Notwithstanding any other provisions herein contained noting in this Agreement for Hire confers or purports to confer any right to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not party hereto.

26 Responsibility

- 26.1 Signatories to the Booking Form and this Agreement bear the responsibility for any violation of the Agreement by all guests.
- 26.2 Where the Hirer is an organisation, the Management Committee of the organisation referred to in the hiring application shall be jointly and severally liable with the Hirer for complying with this agreement.