

# WASHINGTON VILLAGE MEMORIAL HALL CHARITY

Charity No: 278148

## Equipment Hire Agreement And Conditions of Hire

### Definitions

“Hirer” means the individual or authorised representative of an organisation who agrees the details of a booking, the Hire Agreement and Conditions of Hire.

“Owner” means the Washington Village Memorial Hall Charity or any authorised representative of the Charity.

“Equipment” means any portable equipment belonging to the Washington Village Memorial Hall Charity.

“Hire Period” means one or more periods of hiring of the Equipment by the Hirer, which are confirmed by the Owner by means of the issue to the Hirer of a confirmation of booking.

### Responsibilities Of The Hirer

The Hirer, being a person of 18 years of age or over, hereby accepts responsibility for being in charge of the Equipment throughout the Hire Period and for ensuring that all the conditions of hire, described in Annex A to this Agreement are met.

The Hirer shall ensure that all persons using the Equipment understand and comply with all instructions of the Owner and all the conditions of hire of this Hire Agreement.

The Hirer shall ensure that all activities related to the Equipment comply with all relevant requirements under English Law and other regulations.

### Application To Hire The Equipment

The Hirer may apply to hire the Equipment and an application to hire may be refused by the Owner without assigning a reason.

Until a booking is confirmed (see below) the Equipment remains available to others. However the Owner shall not accept another booking of the Equipment without first giving the Hirer an opportunity to complete the booking confirmation.

### Hire Period

The hire period shall start from the time of collection to the time of return of the Equipment.

### Hire Charge

The Owner shall require the Hirer to pay a hire charge.

The Vat No of Washington Village Memorial Hall is: 861 7451 14

### Security Deposit

The hire charge does not include provision for any costs arising from:

- damages, breakages, or losses of the Equipment
- unauthorised alterations to the Equipment
- cleaning of the Equipment required at the end of the Hire Period

The Hirer may be required, at the Owner's sole discretion, to pay a refundable security deposit to cover any potential cost to the Owner resulting from such costs.

Prior to the start of the Hire Period, the Hirer shall be given an opportunity to view the Equipment and agree, or otherwise, the condition of the Equipment.

At the end of the Hire Period the Owner shall inspect the Equipment. If the Owner concludes, at the Owner's sole discretion, that such costs have arisen, then the Owner shall be entitled to retain the security deposit to cover these costs. If the Owner decides that no costs have arisen then the deposit shall be refunded.

### Payment Of The Security Deposit And Hire Charge

Payments shall be made at the times and in the amounts specified by the Owner.

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### Confirmation Of Booking And Receipt Of Payment

A booking is confirmed once the Hirer has:

- agreed the details of the booking
- agreed to this Hire Agreement and Conditions of Hire
- agreed to any other policy as required by the Owner
- paid any required security deposit as required by the Owner
- paid the hire charge as required by the Owner

### Cancellation By The Hirer

The Hirer may cancel a Hire Period at any time. Cancellation of a Hire Period shall only be accepted by the Owner when the Owner receives written or email confirmation from the Hirer.

The minimum notice period for the Hirer to receive a full refund of any hire charge paid is 30 days prior to the start date of the Hire Period, unless the Owner specifies another minimum notice period in writing at the time of booking.

If the Hirer cancels a Hire Period after the start of the minimum notice period the hire charge paid by the Hirer will not usually be refunded, unless the Owner is able to hire the Equipment for the same period as the cancelled Hire Period. However the Owner may decide, at the Owner's sole discretion, to refund the hire charge partially or fully.

### Cancellation By The Owner

The Owner shall be entitled, at the Owner's sole discretion, to cancel a Hire Period if the Hirer fails to comply with this Hire Agreement, the Conditions of Hire or any other condition required by the Owner.

Payments made to the Owner in respect of the cancelled Hire Period shall be refunded as follows:

- any security deposit paid to the Owner shall be refunded
- the hire charge paid to the Owner shall be refunded, if the Owner is able to hire the Equipment for the same period as the cancelled Hire Period

### Force Majeure

If, as a result of circumstance beyond the control of the Owner, the Equipment is not able to be provided to the Hirer, the Owner shall be entitled, at his sole discretion, to cancel the Hire Period.

The Owner shall refund any hire charge and security deposit paid by the Hirer in respect of the cancelled Hire Period.

### Liability

Equipment is provided to the Hirer on the condition that it is used entirely at the Hirer's own risk. The Owner does not accept liability or responsibility for accidents or injuries to, or illness or death of, the users of the equipment and or loss or damage to their property and belongings, including motor vehicles, however caused.

The Hirer shall indemnify the Owner against all actions, claims and proceedings arising from any breach of this Hire Agreement and Conditions of Hire.

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

The Owner shall not be liable for any costs or other liabilities incurred by the Hirer or any third party as a result of a Hire Period being cancelled by the Owner.

### Use Of The Equipment

The Hirer may not sub-let the Equipment hired under this Agreement.

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**Termination**

The Owner shall be entitled to terminate this Agreement with immediate effect by serving notice in writing or by email to the Hirer if the Hirer is in material breach of the terms of this Agreement.

**Data Protection**

The Owner shall be entitled to use the personal data of the Hirer to comply with the law and for the purposes of managing the hall, its bookings and finances, running and marketing events at the hall and its fundraising activities. Data may be retained for up to 7 years for accounts purposes and for longer where required by the Owner's insurers.

The Hirer shall be entitled to find out more about the Hirer's rights, how the Owner uses the Hirer's personal data, or to see a copy of the Hirer's personal data, by contacting the Owner on 07747 860 592 or at [contact@wasahall.co.uk](mailto:contact@wasahall.co.uk) or by going to [www.wasahall.co.uk/personaldata](http://www.wasahall.co.uk/personaldata).

**Special Conditions**

None unless specified here

**Authorised By:**

The Trustee Board of Washington Village Memorial Hall Charity

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**Equipment Hire Agreement And Conditions of Hire**

**Annex A**

**Conditions Of Hire**

The Hirer shall ensure that the following conditions of hire are complied with.

**Prevention Of Damage**

The Equipment shall be handled with care and safety and not damaged or changed.

**Health & Safety**

The Hirer shall ensure that:

- he/she is briefed by the Owner on health and safety matters relevant to the use of the Equipment
- all equipments and devices are handled in a safe manner and in accordance with operating instructions.
- no alteration is made to any of part of the Equipment, except as agreed with the Owner.
- no attempt is made to use or repair any damaged or failed Equipment belonging to the Owner and that any damage to, or failure of, the Equipment is reported to the Owner as soon as possible.

**Protection Of Children From Harm**

The Hirer shall ensure that children are protected from harm by keeping children under supervision and specifically not allowing the use of the Equipment unsupervised.

**Prevention Of Public Nuisance And Crime And Disorder**

The Hirer shall ensure that the behaviour of all persons using the Equipment is appropriate and in accordance with accepted norms of behaviour.

**End Of The Hire Period**

The Hirer shall ensure that at the end of the Hire Period:

- the Equipment is left in a clean and tidy condition
- any damage is reported to the Owner