1. GENERAL CONDITIONS

1.1. These Terms and Conditions govern the hire and use of equipment, furniture, fixtures, fittings and accessories owned, managed or supplied by Mathern & District Village Hall (hereafter referred to as "the Village Hall").
1.2. These conditions apply to all individuals, organisations, groups and businesses hiring or using equipment supplied by the Village Hall, whether the equipment is used within the Village Hall premises or, where expressly authorised, at an external location.
1.3. Equipment covered by these Terms and Conditions includes, but is not limited to:

- Photo booths and associated photographic equipment.
- Crockery, including plates, bowls, cups and serving dishes.
- Glassware, including drinking glasses, wine glasses and other drinking vessels.
- Cutlery and serving utensils.
- Tables, chairs and other furniture.
- Tablecloths, table coverings and other linen.
- Gazebos, marquees and associated accessories.
- Audio equipment, including microphones, speakers, amplifiers and mixing equipment.
- Visual equipment, including projectors, screens, televisions, monitors and associated accessories.
- Lighting equipment and associated electrical accessories.
- Extension leads, cables and other approved electrical equipment.
- Kitchen equipment and other items specifically made available for hire.
- Any other equipment, fixtures or accessories provided by the Village Hall.

1.4. By booking, accepting delivery of or using equipment supplied by the Village Hall, the Hirer agrees to comply with these Terms and Conditions, provided they have been made available before the hire agreement is concluded.
1.5. The Hirer is responsible for ensuring that all persons using the equipment comply with the relevant conditions.
1.6. These Terms and Conditions should be read alongside the Village Hall's General Conditions of Hire, where applicable.
1.7. The Village Hall reserves the right to refuse or terminate equipment hire where there are reasonable grounds relating to safety, availability, previous misuse or breach of these conditions.

2. EQUIPMENT BOOKING AND AVAILABILITY

2.1. All equipment must be booked through the Village Hall's authorised booking arrangements.
2.2. Equipment hire is subject to availability and confirmation by an authorised representative of the Village Hall.
2.3. The Village Hall reserves the right to determine which equipment is available for hire and whether it may be used outside the premises.
2.4. Equipment must only be used during the agreed hire period.
2.5. Any extension to the hire period must be agreed in advance and may be subject to additional charges.
2.6. Equipment must not be transferred, sublet, loaned or provided to a third party without prior written permission.
2.7. The Village Hall reserves the right to substitute equipment with an equivalent item where reasonably necessary, subject to agreement with the Hirer where the substitution materially affects the intended use.
2.8. The Village Hall may refuse to release equipment where the Hirer has not completed the required booking arrangements or paid any agreed charges or deposits.

3. HIRE CHARGES AND PAYMENT

3.1. Equipment hire charges will be confirmed at the time of booking.
3.2. Charges may be calculated on an hourly, daily, event or other agreed basis.
3.3. Equipment may be included within a venue hire package or charged separately.
3.4. The Village Hall may require payment in full before the commencement of the hire period.
3.5. Additional charges may apply for:

- Extended hire periods.
- Delivery and collection.
- Installation and dismantling.
- Specialist technical assistance.
- Additional cleaning.
- Missing or damaged equipment.
- Replacement of lost accessories.

- Late return of equipment.

3.6. Any additional charges must be reasonable, proportionate and consistent with applicable consumer law.
3.7. The Village Hall reserves the right to amend its hire charges for future bookings. Confirmed bookings will not be subject to increased charges unless expressly agreed.

4. SECURITY AND DAMAGE DEPOSITS

4.1. The Village Hall may require a refundable security deposit for the hire of certain equipment.
4.2. The amount of the deposit will be confirmed before the booking is accepted.
4.3. The deposit may be used towards reasonable costs arising from:

- Damage caused by negligence or misuse.
- Missing or lost equipment.
- Excessive cleaning.
- Failure to return equipment.
- Unauthorised alterations to equipment.
- Other losses directly attributable to a breach of the hire agreement.

4.4. Equipment will be inspected following its return or completion of the hire period.
4.5. Where equipment is returned in satisfactory condition, the deposit will be refunded within 14 calendar days following inspection.
4.6. Where deductions are proposed, the Village Hall will provide an explanation of the reason and amount.
4.7. The Hirer may be responsible for reasonable costs exceeding the deposit where legally recoverable.
4.8. No deductions will be made for fair wear and tear or defects not caused by the Hirer or their guests.

5. GENERAL USE OF EQUIPMENT

5.1. All equipment must be used safely, responsibly and only for its intended purpose.
5.2. The Hirer must ensure that equipment is used in accordance with any operating instructions or safety guidance provided.
5.3. Equipment must not be modified, dismantled, altered or repaired without authorisation.
5.4. The Hirer must not remove safety devices, warning labels or protective covers.
5.5. Equipment must not be overloaded or used beyond its intended capacity.
5.6. The Hirer must ensure that equipment is positioned safely and does not obstruct:

- Emergency exits.
- Fire escape routes.
- Access corridors.
- Fire extinguishers or other emergency equipment.
- Access required by persons with disabilities.
- Other designated circulation areas.

5.7. Any equipment found to be defective, damaged or unsafe must be taken out of use immediately and reported to the Village Hall.
5.8. The Village Hall reserves the right to withdraw equipment from use where it presents a safety risk.

6. RESPONSIBILITIES OF THE HIRER

6.1. The Hirer is responsible for taking reasonable care of all equipment throughout the agreed hire period.
6.2. The Hirer must ensure that equipment is used by persons capable of operating it safely.
6.3. Children must be appropriately supervised when using equipment.
6.4. The Hirer must take reasonable steps to prevent damage, loss, theft or misuse.
6.5. Equipment must not be left unattended in circumstances where it could reasonably be exposed to theft, damage or unauthorised use.
6.6. The Hirer must ensure that equipment is returned in the condition specified within these Terms and Conditions, allowing for fair wear and tear.
6.7. The Hirer must report any damage, malfunction, accident or incident involving the equipment as soon as reasonably practicable.
6.8. The Hirer must not permit equipment to be used by persons whose behaviour, intoxication or lack of competence creates a foreseeable safety risk.

7. CROCKERY, GLASSWARE AND CUTLERY

7.1. Crockery, glassware and cutlery must be used for their intended purpose.
7.2. The Hirer must ensure that items are handled and stored appropriately to prevent damage or injury.
7.3. Unless otherwise agreed, all items must be returned:

- Clean and free from food residue.
- Dry and ready for storage.
- Correctly stacked or placed in their designated containers.
- In the quantities originally supplied.

7.4. Broken glassware or crockery must be collected and disposed of safely. Breakages must be reported to the Village Hall.
7.5. Damaged or chipped crockery and glassware must not be returned to general use.
7.6. The Hirer may be charged reasonable replacement costs for items broken, lost or damaged through negligence or misuse.
7.7. The Village Hall may apply additional cleaning charges where items are returned excessively dirty or have not been cleaned as agreed.
7.8. Items must not be removed from the Village Hall premises unless external hire has been expressly authorised.
7.9. The Hirer must not use cleaning methods or chemicals likely to damage the items.

8. TABLES, CHAIRS AND FURNITURE

8.1. Tables, chairs and other furniture must only be used for their intended purpose.
8.2. Users must not stand, climb or jump on tables or chairs.
8.3. Furniture must not be overloaded beyond its designed capacity.
8.4. Folding tables and chairs must be correctly erected and secured before use.
8.5. Furniture must not be dragged across floors where this may cause damage.
8.6. The Hirer must ensure that furniture is positioned safely and does not obstruct emergency access routes.
8.7. Tables and chairs must not be used outdoors unless specifically authorised for external use.
8.8. Furniture must be returned to its designated storage location unless alternative arrangements have been agreed.
8.9. The Hirer may be charged reasonable repair or replacement costs for furniture damaged through misuse or negligence.

9. TABLECLOTHS, LINEN AND FABRIC ITEMS

9.1. Tablecloths and other linen must be used only for their intended purpose.
9.2. The Hirer must take reasonable care to avoid permanent staining, burns, tears or other damage.
9.3. Candles, naked flames and hot equipment must not be placed directly onto tablecloths or other fabric items.
9.4. Unless otherwise agreed, used linen must be returned to the designated collection or storage area.
9.5. Wet or heavily soiled linen must be identified and reported to the Village Hall.
9.6. The Hirer may be charged reasonable specialist cleaning or replacement costs where linen is permanently damaged or excessively soiled through misuse.
9.7. Normal laundering and reasonable wear associated with ordinary use will not attract additional charges unless expressly agreed as part of the booking.

10. GAZEBOS, MARQUEES AND OUTDOOR EQUIPMENT

10.1. Gazebos and other temporary outdoor structures must only be erected and used in accordance with the manufacturer's instructions.
10.2. The Hirer must ensure that the proposed installation area is suitable, level and free from foreseeable hazards.
10.3. Gazebos must be adequately secured using suitable weights, anchors or other approved restraint systems appropriate to the ground conditions and manufacturer's requirements.
10.4. Gazebos must not be erected or used in weather conditions that exceed the manufacturer's stated limitations or where conditions make their use unsafe.
10.5. The Hirer must monitor weather conditions and take appropriate action where wind, heavy rain or other adverse conditions create a risk.
10.6. Gazebos must not be positioned where they obstruct emergency access, public rights of way or vehicle movements.
10.7. Open flames, barbecues, heaters and cooking equipment must not be used inside or immediately adjacent to gazebos unless specifically permitted by the equipment manufacturer and approved by the Village Hall.
10.8. The Hirer must not modify or remove structural components.

10.9. Where the Village Hall has agreed to provide installation and dismantling, these activities must only be undertaken by authorised or competent persons.
10.10. Where self-assembly has been expressly permitted, the Hirer must ensure that assembly and dismantling are undertaken by competent adults following the supplied instructions.
10.11. Gazebos must be returned clean, dry and complete with all frames, covers, pegs, weights, ropes and accessories.
10.12. The Hirer may be charged reasonable costs for damage, loss or additional cleaning arising from misuse or failure to comply with the agreed conditions.

11. AUDIO AND VISUAL EQUIPMENT

11.1. Audio and visual equipment must only be operated in accordance with the instructions provided.
11.2. Equipment must not be dismantled, modified or repaired by unauthorised persons.
11.3. Electrical connections must not be altered or overloaded.
11.4. The Hirer must ensure that cables are routed safely and do not create trip hazards.
11.5. Equipment must be protected from liquids, moisture, excessive heat and physical damage.
11.6. Speakers, screens, projectors and other equipment must be securely positioned or mounted.
11.7. Audio equipment must be operated at reasonable sound levels and in accordance with any applicable noise restrictions.
11.8. The Hirer must not interfere with permanent sound, lighting or visual installations without permission.
11.9. Where specialist technical equipment is provided, the Village Hall may require operation by an authorised or suitably competent person.
11.10. The Hirer is responsible for obtaining any licences or permissions required for their intended use of music, films or other protected content, except where the Village Hall has confirmed that its existing licences provide the necessary coverage.
11.11. The Village Hall will take reasonable steps to ensure that equipment is operational but cannot guarantee compatibility with every personal device, file format or external system.
11.12. The Hirer may be charged reasonable repair or replacement costs for damage resulting from misuse or unauthorised interference.

12. PHOTO BOOTH AND PHOTOGRAPHIC EQUIPMENT

12.1. Photo booths and associated photographic equipment must only be used for their intended purpose.
12.2. Users must follow the operating instructions provided.
12.3. Children under 16 must be supervised by a responsible adult.
12.4. Users must not climb on, move, dismantle or interfere with the equipment.
12.5. Food, drinks and liquids must be kept away from electrical and photographic equipment.
12.6. The Hirer must take reasonable steps to prevent inappropriate or unlawful use.
12.7. Photographs must not be used or distributed in a manner that infringes the privacy or legal rights of others.
12.8. Where photographs or personal information are collected or stored by the Village Hall, personal data will be processed in accordance with applicable UK data protection legislation and the Village Hall's relevant privacy notice.
12.9. The Village Hall will not use identifiable photographs for publicity or promotional purposes without an appropriate lawful basis and, where required, permission.
12.10. Where photographs are electronically distributed, users are responsible for entering the correct contact details.
12.11. The Village Hall cannot guarantee permanent availability of digital photographs.
12.12. Any technical malfunction must be reported promptly.
12.13. The Village Hall reserves the right to suspend use where equipment misuse or inappropriate behaviour occurs.

13. ELECTRICAL SAFETY

13.1. All electrical equipment must be used in accordance with the manufacturer's instructions.
13.2. Electrical equipment must not be used where cables, plugs or other components appear damaged.
13.3. The Hirer must not overload electrical sockets or extension leads.
13.4. Electrical equipment must be kept away from water and other liquids unless specifically designed for such conditions.
13.5. Extension leads and cables must be positioned to minimise trip hazards and prevent damage.
13.6. Only suitable and approved electrical connections may be used.
13.7. The Hirer must not undertake electrical repairs or modifications.

13.8. Electrical faults must be reported immediately and affected equipment must be disconnected where safe to do so.
13.9. The Village Hall will maintain electrical equipment in accordance with applicable legal requirements and appropriate inspection and testing arrangements.

14. EQUIPMENT USED OUTSIDE THE VILLAGE HALL

14.1. Equipment may only be removed from the Village Hall premises with prior written authorisation.
14.2. External hire must be specifically identified and agreed at the time of booking.
14.3. The Hirer is responsible for the safe transportation, handling, storage and use of equipment while it is in their possession or control.
14.4. Equipment must be suitably protected during transportation to prevent damage.
14.5. The Hirer must ensure that the intended location is suitable for the equipment being hired.
14.6. The Hirer must obtain any necessary permissions for the use or installation of equipment at the external location.
14.7. Equipment must not be left exposed to adverse weather or insecure storage conditions.
14.8. Equipment must be returned by the agreed date and time.
14.9. Late returns may incur additional reasonable charges where these have been agreed as part of the booking.
14.10. The Hirer must not transfer equipment to another location or third party without prior permission.

15. COLLECTION, DELIVERY AND RETURN

15.1. Collection and return arrangements must be agreed in advance.
15.2. The Hirer must collect and return equipment during the agreed times unless delivery and collection services have been arranged.
15.3. The Village Hall may require an equipment inventory to be completed at collection and return.
15.4. The Hirer should inspect equipment upon collection and report any visible damage, defects or missing items promptly.
15.5. Equipment must be returned complete with all accessories, cables, cases and components supplied.
15.6. The Village Hall reserves the right to inspect returned equipment before confirming completion of the hire.
15.7. Where equipment is not returned, the Village Hall may seek to recover reasonable replacement costs, subject to applicable law.

16. DAMAGE, LOSS AND BREAKAGES

16.1. The Hirer is responsible for damage or loss resulting from their negligence, deliberate misuse or breach of these Terms and Conditions, including where caused by persons for whom the Hirer is contractually responsible.
16.2. The Hirer will not be charged for fair wear and tear or equipment defects not attributable to misuse.
16.3. All damage, loss or breakages must be reported as soon as reasonably practicable.
16.4. The Village Hall may recover reasonable repair or replacement costs where legally recoverable.
16.5. Replacement costs will take account of the nature, age, condition and value of the equipment, where appropriate.
16.6. The Village Hall will not automatically charge the full new replacement cost for an older item where a lower amount would reasonably compensate for the loss.
16.7. Where equipment is damaged beyond economical repair, the Village Hall may seek reasonable compensation reflecting the loss suffered.
16.8. The Hirer must not arrange repairs or replacement without prior agreement from the Village Hall.

17. CLEANING AND RETURN CONDITION

17.1. Equipment must be returned in a reasonably clean condition appropriate to its type and intended use.
17.2. Specific cleaning requirements may apply to crockery, glassware, cutlery, furniture, linen and other equipment.
17.3. Equipment must not be cleaned using unsuitable chemicals or abrasive materials.
17.4. Electrical equipment must not be washed or exposed to water unless specifically designed for such cleaning.
17.5. The Hirer may be charged reasonable additional cleaning costs where equipment is returned in an excessively dirty condition or cleaning obligations have not been met.
17.6. Normal cleaning associated with ordinary use will not incur additional charges unless expressly agreed.

18. HEALTH, SAFETY AND ACCIDENT REPORTING

18.1. The Village Hall will take reasonable steps to provide equipment that is safe and suitable for its intended use.
18.2. The Hirer must use the equipment responsibly and follow relevant safety instructions.
18.3. The Hirer must ensure that equipment is not used in a manner that creates an avoidable risk to persons or property.
18.4. Any accident, injury, near miss or dangerous occurrence involving hired equipment must be reported to the Village Hall as soon as reasonably practicable.
18.5. Where an immediate danger exists, use of the affected equipment must cease.
18.6. The Hirer must cooperate with any reasonable investigation following an accident or equipment failure.
18.7. The Village Hall reserves the right to remove unsafe equipment from service.
18.8. Nothing in these conditions transfers or removes statutory health and safety responsibilities that apply to the Village Hall or the Hirer.

19. LIABILITY AND INSURANCE

19.1. The Village Hall will take reasonable care to ensure that equipment is maintained and suitable for its intended use.
19.2. The Hirer is responsible for using equipment safely and complying with these Terms and Conditions.
19.3. The Hirer may be responsible for reasonable losses resulting from their negligence, deliberate misuse or breach of the hire agreement, subject to applicable law.
19.4. The Village Hall will not be liable for losses caused solely by the Hirer's misuse or negligence where the Village Hall is not legally responsible.
19.5. Nothing in these Terms and Conditions excludes or restricts liability for:

- Death or personal injury caused by negligence.
- Fraud or fraudulent misrepresentation.
- Breach of statutory rights where exclusion is prohibited.
- Any other liability that cannot lawfully be excluded.

19.6. The Village Hall will maintain insurance appropriate to its activities, subject to the terms and exclusions of its insurance policies.
19.7. The Hirer should consider obtaining appropriate insurance where equipment is hired for external events or activities involving additional risks.
19.8. The Village Hall's insurance arrangements do not automatically provide cover for all losses, liabilities or activities undertaken by the Hirer.

20. CANCELLATIONS AND REFUNDS

20.1. Requests to cancel equipment hire must be submitted to the Village Hall.
20.2. Unless otherwise agreed, the following cancellation arrangements apply:
More than 14 days before hire:
Full refund of the equipment hire charge.
Between 7 and 14 days before hire:
50% refund of the equipment hire charge.
Less than 7 days before hire:
No refund, except where required by law or agreed by the Village Hall.
20.3. Where the Village Hall cancels the equipment hire for reasons not attributable to the Hirer, the equipment hire charge will be refunded in full.
20.4. Where equipment becomes unavailable due to a fault not caused by the Hirer, the Village Hall will offer an appropriate refund or reduction in the hire charge, taking account of the circumstances and any applicable statutory rights.
20.5. Any statutory cancellation rights applicable to the booking will take precedence over these cancellation provisions.
20.6. Where equipment hire forms part of a venue booking package, the applicable booking conditions will determine the cancellation arrangements, subject to statutory rights.

21. FAILURE OR UNAVAILABILITY OF EQUIPMENT

21.1. The Village Hall will take reasonable steps to ensure that equipment is available and operational during the agreed hire period.
21.2. The Village Hall cannot guarantee uninterrupted operation where technical faults, power failures or circumstances beyond its reasonable control occur.

21.3. Faults must be reported promptly to an authorised representative.
21.4. Where reasonably possible, the Village Hall may provide replacement equipment or attempt to rectify the fault.
21.5. Where equipment cannot be provided or used as agreed, the Hirer may be entitled to an appropriate refund, price reduction or other remedy in accordance with applicable law.
21.6. Nothing in these Terms and Conditions affects the Hirer's statutory rights.

22. TERMINATION OF EQUIPMENT HIRE

22.1. The Village Hall may suspend or terminate equipment hire where:

- Equipment is deliberately damaged or misused.
- Unsafe operation presents a significant risk.
- The Hirer repeatedly disregards safety instructions.
- Equipment is being used for unlawful activities.
- Equipment is transferred or removed without authorisation.
- The Hirer commits a serious breach of these Terms and Conditions.

22.2. Where reasonably practicable, the Hirer will be given an opportunity to remedy a breach before termination.
22.3. Immediate termination may occur where continued use presents a serious safety risk or involves unlawful activity.
22.4. Any refund following termination will depend on the circumstances and applicable legal rights.
22.5. The Village Hall may recover reasonable losses arising from a breach of contract where legally recoverable.

23. DATA PROTECTION AND PRIVACY

23.1. Where equipment collects, stores or processes personal information, the Village Hall will comply with applicable UK data protection legislation.
23.2. This may include equipment such as photo booths, digital cameras, tablets, booking systems or other electronic devices.
23.3. Personal data will only be processed for specified and lawful purposes.
23.4. Where required, the Village Hall will provide an appropriate privacy notice explaining how personal information is collected, used, stored and deleted.
23.5. The Hirer must not access, copy or distribute personal information relating to other users without appropriate authorisation.
23.6. Any suspected personal data breach involving Village Hall equipment must be reported promptly.

24. COMPLAINTS AND DISPUTES

24.1. Any complaint relating to equipment hire should be submitted to the Village Hall Management Committee.
24.2. The Village Hall will investigate complaints fairly and seek to resolve disputes within a reasonable period.
24.3. Where a dispute concerns damage or replacement charges, the Hirer may request details of the assessment and associated costs.
24.4. These Terms and Conditions are governed by the laws of England and Wales.
24.5. Nothing in these Terms and Conditions affects any rights or remedies available under applicable law.

25. ACCEPTANCE OF TERMS AND CONDITIONS

25.1. By confirming a booking, the Hirer acknowledges that they have been provided with these Terms and Conditions and agrees to comply with them.
25.2. The Hirer accepts responsibility for communicating relevant safety and operating requirements to those using the equipment.
25.3. The Hirer agrees to take reasonable care of equipment and return it in accordance with the agreed hire arrangements.
25.4. These Terms and Conditions form part of the equipment hire agreement and should be read alongside any applicable Village Hall booking conditions.