

Terms of Hire

This document should be read in conjunction with the **Tariff** and **Booking Form**

Definitions

‘The **Committee**’ shall mean the of Mendham and Withersdale Village Hall committee (acting as operator of the Hall);

‘The **Hall**’ shall mean Mendham and Withersdale Village Hall;

‘The **Hirer**’ shall mean the person or persons applying or granted to use the Hall;

‘The **Event**’ shall mean the event for which the Hirer books the Hall;

‘The **Village**’ means the village of Withersdale and surrounding area, including but not limited to the playing fields adjoining the Hall and all properties on them and fields adjoining or abutting such playing fields and roads.

1) Hirer Obligations and Responsibilities

- 1.1) The Hirer must be at least 21 years of age and hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met;
- 1.2) The Hirer shall, during the period of the hire (which shall include any preparation time taken leading up to the use of the Hall for the Event and in the period taken to clear up the Hall following the Event), be responsible for:
 - 1.2.1) the behaviour and safety of all persons using the Hall whatever their capacity, and their actions in and around the Village;
 - 1.2.2) ensuring that fire exits and emergency access routes are kept clear at all times;
 - 1.2.3) the evacuation of the Hall in the event of a fire alarm;
 - 1.2.4) compliance with the regulations, policies and procedures stipulated by the Committee and displayed in the Hall;
 - 1.2.5) the supervision of car parking so as to avoid obstruction of the access gate and access to dwellings within the Village ensuring that there is no parking on grassed areas without permission;
 - 1.2.6) the supervision of the use of the Hall, and care of, and prevention of damage to, the Hall and all fixtures and fittings;
 - 1.2.7) the supervision and care of any equipment or items of furniture within the Hall including, but not limited to, lighting, ventilation systems and kitchen appliances;
 - 1.2.8) ensuring that all conditions of the entertainment and alcohol licence(s), as issued for the Hall are observed (copies available as required);
 - 1.2.9) ensuring that all applicable licences or permits to suit the event are in place;
 - 1.2.10) ensuring that no decorations or other items are to put up in the Hall unless agreed with the Committee;
 - 1.2.11) ensuring that music or other audible entertainments are conducted at moderate levels, giving due consideration to Village residents. Specifically, once the playing of music or other audible entertainment has commenced, all doors and windows on the road side of the Hall are to be closed so as not to disturb the peace, and that all such entertainment shall cease before midnight, unless agreed otherwise with the Committee. All efforts to minimise noise should be taken after 22:00 (a condition of the hall planning permission). The Hirer will be held responsible for any nuisance claims emanating from failure to comply with this requirement. For outside events that include music the hall committee reserves the right to consult with Mid Suffolk District Council (MSDC) regarding noise restriction and the Hirer shall comply with MSDC’s requirements;
 - 1.2.12) ensuring that the keys to the Hall are kept secure at all times and returned to the Hall Manager (or other Committee member) on completion of the hire;
 - 1.2.13) ensuring that the users of the Hall and attendees at the Event leave the Hall quietly, without causing disturbance to Village residents;
 - 1.2.14) providing, at the Hirer’s own costs, sufficient cleaning items, tea towels, sharp knives, etc. as these are not provided by the Committee (crockery, cutlery and glassware are provided subject to payment of the appropriate fee as per the Tariff);
 - 1.2.15) ensuring that stiletto heels are not allowed in the Hall due to potential damage to the floors (please inform your guests accordingly).
 - 1.2.16) any equipment (electronic or otherwise) brought into the hall by the Hirer or on behalf of the hirer, (e.g. using a company to provide entertainment).

2) The Hirer shall:

- 2.1) be solely responsible for, and indemnify the Committee against, all liabilities, claims and expenses, including any cost of any repairs or works required, as a result of damage to the Hall, its contents or any other property or persons within the Village, which may arise or occur as a direct or indirect result of any activity integral to, or associated with the Hire or Event and attendance by any persons at it;
- 2.2) read a copy of the Hall's Fire Evacuation procedure (displayed in the entrance);
- 2.3) ensure that portable electric appliances brought for use in the hall must have a current Portable Electrical Appliance (PAT) test certificate (a portable CD player/radio is available from the Hall Manager);
- 2.4) ensure no one may sell alcohol on the premises without a Temporary Event Notice (TEN). This includes giving a 'free' drink as part of an entry ticket. A TEN can be obtained by the Hirer but this MUST first be discussed with the Hall Manager;
- 2.5) have a current Child Protection Policy in place if the period of hire involves working directly with children or young people. The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Committee with a copy of their CRB check and Child Protection Policy on request.
- 2.6) ensure they have completed appropriate risk assessments for the event they hold at the Hall.
- 2.7) ensure all spillages are cleared immediately when found to prevent slips and trips to Event guests or Hirers.
- 2.8) ensure that relevant health and safety guidelines are followed when working at heights (these can be found in the hall)
- 2.9) ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
- 2.10) ensure Children are restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.
- 2.11) 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.
- 2.12) and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing

to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

- 2.13) ensure failure of equipment belonging to the Hall be reported as soon as possible.
- 2.14) report all accidents involving injury to the public to a member of the Committee as soon as possible and complete the relevant section in the Halls accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Village Hall Secretary will give assistance in completing this form and can provide contact details.
- 2.15) if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

3) The Hirer shall not:

- 3.1) sub-hire the Hall;
- 3.2) allow the Hall to be used for any unlawful purpose or in any unlawful manner;
- 3.3) do anything or bring into the Hall anything which might endanger the any person in it, either at the time of hire, or subsequently;
- 3.4) allow the use of candles or naked lights (except candles on a celebration cake);
- 3.5) allow the use of chocolate fountains;
- 3.6) bring into the Hall smoke generators, laser lights, paints, spirits, fireworks or flammable materials/liquids;
- 3.7) allow the use of gas bottles in or on any part of the Hall premises or surrounding Hall land;
- 3.8) provide or attempt to sell illegal substances;
- 3.9) provide, sell or give alcohol to persons under the age of 18;
- 3.10) permit anyone to smoke inside the Hall or outside the entrance doors or close to the building structure;
- 3.11) use pins, Sellotape, blu-tac or similar for fitting anything to the walls, ceilings, doors or windows.
- 3.12) bring animals (except guide dogs) into the premises, other than for a special event explicitly agreed to in writing by the Committee. No animals whatsoever are to enter the kitchen at any time.
- 3.13) carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

4) Deposit

- 4.1) Where relevant the deposit must be paid before the hire.
- 4.2) Any damage or breakages must be reported to the Hall Manager immediately at the end of the hire period;
- 4.3) There will be an inspection of the Hall after the hire period;
- 4.4) Any damage or work required to return the Hall or the equipment in the Hall or surrounding the Hall to its pre-hire condition will be charged to the Hirer. Furthermore the Committee reserve the right to pursue the Hirer for such monies and any costs, legal or otherwise, which will also be added to the cost of repairs or actions required.

5) Booking procedure

- 5.1) The Committee's agreement to hire the Hall to the Hirer for the required hire period and the receipt of the hire fee in full from the Hirer, will form a 'Contract of Hire' between both parties;
- 5.2) The 'Terms of Hire' of the Hall will become contractually binding and must be observed by both parties at all times;
- 5.3) The 'Terms of Hire' and 'Contract of Hire' shall over rule any other terms and conditions or the Hirer's purchase agreements or terms and conditions.

6) Hall availability and access

- 6.1) The Hirer may collect the keys to the Hall from the Hall manager (or authorised agent) 30 minutes before the hire period starts – the procedure for meeting the Hall Manager is to be agreed at the time of booking;
- 6.2) If the hire is adjoining an earlier hire then the Hirer may not enter the Hall until the previous hirer has finished their hire period and the Hall has been inspected;
- 6.3) The Hirer will be shown round the Hall by the Hall Manager (or authorised agent) if the Hirer is unfamiliar with the Hall;
- 6.4) If the powered front door is required to be operational for unassisted wheelchair access please inform the Hall Manager.

7) End of hire period

- 7.1) The hirer shall be responsible for:
 - 7.1.1) leaving the Hall and surrounding areas in a clean and tidy condition;
 - 7.1.2) replacing any furniture or other items temporarily removed from their usual position;
 - 7.1.3) removing all food items and refuse and disposing of it according to the procedures displayed in the Hall;
 - 7.1.4) ensuring that all lights, ventilation systems, electrical items and taps are turned off according to

the procedures displayed in the Hall (see 'Booking Form' which you should keep with you);

- 7.1.5) closing all doors and windows;
- 7.1.6) locking and securing the Hall unless otherwise instructed by the Hall Manager or authorised agent;
- 7.2) An additional charge, payable within 3 days of the conclusion of the hire period, if the Hirer is still in occupancy after the agreed hire period (the Hall is only available for hire by the hour).

8) Committee Rights

The Committee reserves the right to:

- 8.1) Cancel the hire in the event of the Hall subsequently being required to be used as an Election Polling Station (the Committee shall then refund any monies already paid);
- 8.2) Make a charge to the Hirer for reasons of damage, breakages, negligence and/or additional cleaning requirements;
- 8.3) Enter the Hall at any time during the hire period they wish for whatever reason.

Failure by the Hirer to observe these 'Terms of Hire' may bring the Hall into disrepute and jeopardise the Hall licence(s) which will result in the Hall no longer being available for hire.

Under such circumstance the committee will pursue the Hirer for the loss of revenue for the Hall for one year from the date of loss of the Hall's revenue generation period.

If the Hirer requires any clarification on any terms detailed within these 'Terms of Hire' they should speak to any member of the Committee. Booking of the Hall shall be deemed as acceptance of these 'Terms of Hire'.

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

This document supersedes and 'Terms of Hire' or 'Terms & Conditions of Hire' that have been issued in the past.