

# Mendham and Withersdale Village Hall Committee

## - Terms and Conditions of Hire

*(see also the 'Booking Form' and 'Hire Rates' documents)*

### 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

### Hirer Obligations and Responsibilities

1. The Hirer must be at least 21 years of age
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:
  - Behaviour and safety of all persons using the Hall whatever their capacity, and their actions in and around the Village
  - Ensuring that fire exits and emergency access are kept clear at all times
  - Evacuation of the Hall in the event of a fire alarm
  - Compliance with the regulations and procedures stipulated by the Committee and displayed in the Hall
  - 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
  - Supervision of the use of the Hall, and care of, and prevention of damage to, the Hall and all fixtures and fittings
  - Supervision and care of any equipment or items of furniture within the Hall including lighting, ventilation systems, kitchen appliances, etc.
  - Ensuring that all conditions of the entertainment and alcohol licence(s), as issued for the Hall are observed (copy available as required)
  - Ensuring that all applicable licences or permits to suit the event are in place
  - Ensuring that no decorations or other items are to put up in the Hall unless agreed with the Committee
  - Ensuring that music or other audible entertainments are conducted at moderate levels, giving due consideration to local 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.
  - Ensuring that the keys to the Hall are kept securely at all times and returned to the Hall Manager (or authorised key holder) on completion of the hire
  - Ensuring that the users of the Hall and attendees at the Event leave the Hall quietly, without causing disturbance to Village residents
  - Providing, at the Hirer's own costs, sufficient cleaning items, tea towels, sharp knives, etc. as these are not provided by the Committee (crochery, cutlery and glassware are provided)

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- Ensuring that stiletto heels is not allowed in the Hall due to potential damage to the floors (please inform your guests accordingly)

### **Please note:**

#### **The Hirer shall:**

- 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
- Read a copy of the Hall's Fire procedure (displayed in the entrance)
- 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)
- Ensure no one may provide or 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.
- Have a current child protection policy in place if the period of hire involves working directly with children or young people

#### **The Hirer shall not:**

- Sub-hire the Hall
- Allow the Hall to be used for any unlawful purpose or in any unlawful manner
- Do anything or bring into the Hall anything which might endanger the any person in it, either at the time of hire, or subsequently
- Allow the use of candles or naked lights (except candles on a celebration cake)
- Allow the use of chocolate fountains
- Bring into the Hall smoke generators, laser lights, paints, spirits, fireworks or flammable materials/liquids
- Allow the use of gas bottles in or on any part of the Hall premises or surrounding Hall land
- Provide or attempt to sell illegal substances
- Provide or give alcohol to persons under the age of 18
- Permit anyone to smoke inside the Hall or outside the entrance doors or close to the building structure
- Use pins, Sellotape or similar for fitting anything to the walls, ceilings, doors or windows (Blu-tac is allowed)

#### **Deposit**

Where relevant the deposit must be paid before the hire. However the Hirer must be aware of the following:

- Any damage or breakages must be reported to the Hall Manager immediately at the end of the hire period
- There will be an inspection of the Hall after the hire period
- 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.

#### **Booking procedure**

# **Mendham and Withersdale Village Hall Committee**

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- 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
- The 'Terms and Conditions of Hire' of the Hall will become contractually binding and must be observed by both parties at all times
- The 'Terms and Conditions of Hire' and 'Contract of Hire' shall over rule any other terms and conditions or the Hirer's purchase agreements or terms and conditions

### **Hall availability and access**

- 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
- 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
- The Hirer will be shown round by the Hall by the Hall Manager (or authorised agent) if the Hirer is unfamiliar with the Hall
- If the powered front door is required to be operational for unassisted wheelchair access please inform the Hall Manager

### **End of hire period**

The Hirer shall be responsible for:

- Leaving the Hall and surrounding areas in a clean and tidy condition
- Replacing any furniture or other items temporarily removed from their usual position
- Removing all food items and refuse and disposing of it according to the procedures displayed in the Hall
- 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)
- Closing all doors and windows
- Locking and securing the Hall unless otherwise instructed by the Hall Manager or authorised agent
- 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)

### **Committee Rights**

The Committee reserves the right to:

- 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)
- Make a charge to the Hirer for reasons of damage, breakages, negligence, additional cleaning requirements, etc.
- Enter the Hall at any time during the hire period they wish for whatever reason

Failure by the Hirer to observe these 'Terms and Conditions 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.