Old School Meadows, Marston Montgomery DE6 2FQ

## **Terms and Conditions of Hire**

Please read these Terms and Conditions carefully before completing the booking form. A confirmed booking is taken as acceptance by the Hirer of these Terms and Conditions.

'Hall' shall mean any part of the Marston Montgomery Village Hall, its environs and its fixtures, fittings and contents, whether specifically hired or not.

'Booking Secretary' shall refer to any of the named individuals representing the Marston Montgomery Village Hall management committee. The named individuals and their contact details are on the Village Hall Information Sheet and will be displayed inside the Hall.

'Hirer' shall mean an individual person or the representative of an organisation or group.

### 1. Booking Times

- The period of hire shall not be exceeded unless otherwise agreed.
- The agreed period of hire allows an extra half hour before and after the booking for setting up and clearing up.
- Collection of keys / entry to be agreed with a member of the committee

### 2. Supervision

- The Hirer shall be responsible for the supervision of the Hall and for the behaviour of all persons using the Hall.
- All parties for under 18-year-olds shall be supervised at all times by at least 4 responsible adults.
- The Hirer shall ensure that all users working with Children or Vulnerable adults hold a valid DBS certificate.

## 3. Use of Premises

- The Hall shall not be used for any other purpose than that agreed at the time of booking.
- Hire of the Hall does not constitute any right of tenancy or occupation on the Hirer.
- The Hirer shall ensure that no users or guests stay overnight.
- The Hirer shall not sub-hire or use the Hall for any unlawful purpose.
- The Hirer shall not use the Hall for any activity that will cause a danger or offend.

### 4. Damages

- The Hirer shall pay for all damage, whether accidental or deliberate, to the Hall.
- All damages shall be reported to Booking Secretary as soon as possible.
- The Hirer shall also inform the Booking Secretary of any failure of equipment or utilities provided by the Hall as soon as possible.

### 5. Gaming, Betting and Lotteries

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• The Hirer shall ensure that gaming, betting and lottery activities within the Hall are lawful.

### 6. Sports and Games

• The hirer shall ensure that non-marking sports shoes are used for any sports activities within the hall.

### 7. Film Shows

• The Hirer shall ensure that the viewing of films complies with the age restriction classifications prescribed by the British Board of Film Classification.

## 8. Alcohol and Entertainment Licences

- The Hirer shall provide their own licences, where necessary, for Music, Dancing, Entertainment and the sale or supply of Alcohol, in order to comply with the requirements of the Licensing Act.
- All licenses provided by the Hirer shall be made available to the Booking Secretary prior to the booking.

## 9. Public Safety

- The Hirer shall be responsible for public safety while using the Hall.
- The Hirer shall ensure that the occupation limits are not exceeded:
  - Main Hall Standing 220 maximum occupancy
  - Main Hall Seated 150 maximum occupancy
  - Meeting Room 30 maximum occupancy
- At the commencement of hire, the Hirer shall be familiar with the action to be taken in event of fire, the location and use of fire equipment and the escape routes.
- In the event of fire, the Hirer shall be responsible for checking that everyone has evacuated the building.
- The Hirer shall ensure the Fire Brigade are called to any outbreak of fire, however slight. Such an event should be reported as soon as possible to the Booking Secretary.
- The Hirer shall ensure that no dangerous and/or flammable substances are brought onto the Hall premises. This includes fireworks or portable heating devices.

## 10. Health and Hygiene

- The Hirer shall ensure that all public health guidelines and legislation are adhered to.
- The Hirer shall ensure that all relevant food health and hygiene legislation and regulations are observed.
- The Hirer shall be responsible for all outbreaks of food poisoning.

### **11. Electrical Appliance Safety**

- The Hirer shall ensure that any electrical appliance brought into the Hall shall be safe, in good working order and comply with regulations for Portable Electrical Equipment, and in particular Portable Appliance Testing (PAT).
- The Hirer shall ensure that any electrical appliances shall be used in a safe manner.

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## 12. Indemnity

- The Hirer shall indemnify each member of the Hall Committee, volunteers, invitees and the general public against
  - i) Cost of repair of any damage done to the Hall during the use of the Hall by the Hirer.
  - ii) Claims, loss, damage and/or costs in respect of any property or injury to persons arising as a result of the use of the Hall
  - iii) Claims, loss, damage and/or costs incurred as a result of any nuisance to a third party as a result of the use of the Hall by the Hirer.

## 13. Accidents

• The Hirer shall ensure any accidents involving injury to the public are recorded in the Hall's Accident Book, at a *Location to be advised (ask a member of the committee)* and reported as soon as possible to the Booking Secretary.

### 14. Behaviour

- Drunk and disorderly behaviour shall not be permitted on the Hall premises or its immediate vicinity.
- The Hirer shall ensure that no alcohol is served to any person under the age of 18.
- The Hirer shall ensure that no illegal drugs are brought into the Hall.
- The Hirer shall ensure that any persons under the influence of drugs or who is behaving in a violent or disorderly way is asked to leave the premises.

## 15. Smoking

• Smoking, including the use of e-cigarettes, is not permitted within the Hall or its grounds.

## 16. Animals

• The Hirer shall ensure that no animals, including birds, are brought into the Hall, with the exception of registered assistance dogs.

## 17. Noise

• In consideration for the Hall's neighbours, the Hirer shall ensure that noise is maintained at a reasonable level at all times and that a minimum of noise is made on arrival and departure.

## 18. Equipment

- Permission MUST be sought for any equipment hirers wish to bring to the hall for use during their hire, this should be noted / discussed prior to or during booking of the hall. This is due to insurance and safety reasons and is especially relevant to items such as bouncy castles as we will need proof and copies of insurance held in the name of the supplier and hirer.
- The hall committee reserve the right to refuse the use of some equipment if considered inappropriate or if required insurance is not in place.
- The Hall committee shall accept no responsibility for any equipment or property brought into the Hall and all liability for loss or damage is excluded.

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• The Hirer shall ensure that all equipment and property is removed at the end of each hiring, unless otherwise agreed.

### **19. Alterations and Additions to Fabric**

The Hirer shall ensure that no alterations or additions are made to the Hall. The Hirer shall ensure that no notices, placards, decorations or other articles are attached in any way to the hall without prior agreement. This includes the posting of flyers and unauthorised advertisements.

The Hirer shall ensure that any additions, if previously agreed, are removed at the end of hire and any damage made good to the satisfaction of the Hall Committee.

### 20. End of Hire

If a security deposit has been paid, it will be refunded if the Hall is left clean, tidy, safe and secure. This includes the Car Park.

The Hirer shall ensure that the Hall is left secure if no one is on the premises for any part of the booking.

The Hirer shall ensure that all furniture is stacked away safely in its normal storage position.

All rubbish should be disposed of using the appropriate recycling or general waste bins provided by the hall. Excess rubbish shall be removed by the Hirer.

Clearing up by the Hirer is limited to the half an hour following the booked period and shall be carried out with minimal disturbance to the neighbours of the Hall. *Return of Keys / locking up to be discussed with a member of the committee.* 

## 21. Hire Charges, Policies, Terms and Conditions

The Hall Committee has policies available on its website for:

Data Protection, Health and Safety, Equal Opportunities, Accounting, Environment and Safeguarding. By completing a booking, it will be taken by the Hall Committee that the Hirer has read, and will comply with, their content.

The booking cancellation policy is also available on its website.

The Hall Committee reserves the right to increase the hire charge or make an alteration to the Policies or Terms and Conditions at any time, subject to a minimum notice of 2 months, in writing.

The Hall Committee will review Hire Charges annually in October, with any increases implemented at the beginning of January of the following year.