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## Terms and Conditions of Hire

These are the compliant issues required under the Premises License or conditions deemed necessary by The Trustees of Medstead Village Hall unless specifically excluded in writing between The Owner & The Hirer of The Village Hall.

**Notice:**

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.

**CCTV** This building is equipped with CCTV for your security and protection.

**Definitions:**

**The Premises:**

**Medstead Village Hall** comprises of the detached building situated off Roe Downs Road in Medstead, GU34 5LG. Its curtilage is limited to the building and a 2 meter perimeter strip surrounding it. The Land adjacent it provided for car parking is owned by the Parish Council. Car parking is provided freely by the Parish Council for patrons of The Village Hall.

**NOTE:** The Village Green outside the Hall is owned by the Parish Council for which a separate permission is required from them to use The Green.

*A written application should be made to The Parish Council first (see appendix 4 for greater detail).*

**The Parties:**

**The Owner** is Medstead Village Hall Trustees. (Registered Charity No 272333) administered by Medstead Village Hall Management Committee.

**The Hirer** is the Responsible person as set out on the booking form to hire The Village Hall in part or whole and shall be deemed to be the responsible person with a contractual liability to the owner(s) of the Hall. HIRERS must be over 21 years old.

**Identity of hirer;** The hirer will provide proof of identity and address when returning the signed terms and conditions of hire. (copy/scan of photo driving license, or utility bill and other form of photo ID).

**The Hire fee;** the cost of using all or part of the premises, paid in advance of the use.

**Booking Fee;** 25% of the hire fee paid on the agreed booking of the premises.

**Security Deposit;** The sum of money lodged with the hall pending conclusion of hire within the terms and conditions agreed.

**1. Compliance with terms and conditions:**

In the event of non compliance of the terms of use of The Village Hall, the security deposit paid at the point of booking the Hall, may be forfeited in part or whole. Any damaged caused in excess of the deposit (or uninsured losses incurred by the owner(s)) amount paid may be recovered from the hirer in the event of negligence.

The Hirer will be responsible for all conditions being compiled within the terms & conditions of use of the facility. The hirer on signature of each page of the hiring agreement agrees they have read and understood their legal position and agreed to comply with all the detail contained within the conditions of hire and the appendices referred to below.

**2. Premises License:**

The Village Hall is licensed to accommodate: Main Hall – 200 persons, Wiltshire Room – 50 persons, Committee Room – 10 persons. These numbers must not be exceeded

The Village Hall has a Premises License, a Performing Society Rights for Music License (**PRS**), a Phonographic Performance License (**PPL**) which permits the use of copyright music in any form being played within the Village Hall.

Any other licenses needed are the responsibility of the hirer to obtain and show before the event to the booking secretary before obtaining access to the building.

**3. Sale of Alcohol:**

If alcohol is to be **sold** or **consumed** within the premises there must be "a designated premises supervisor" (**BAR MANAGER**) to take charge of the bar. The Bar Manager must be nominated on the booking form.

The sale of Alcohol for consumption within the building is allowed subject to the appointed bar manager being "the personal license holder" or a Temporary Event License holder (TEN) having been obtained prior to the event when booking the Village Hall (a fee is payable by the hirer) .

No alcohol shall be consumed outside the building with the exception of the concreted patio area to the south) adjoining The Village Green, **No alcohol is to be consumed within the car park area.**

No alcohol is to be consumed on The Village Green without a **separate specific Alcohol license for this purpose.** Medstead Village Hall is licensed to sell or serve alcohol within the building only.

THE HIRER running a function requiring the serving of alcohol must first receive permission from the Designated Premises Supervisor (DPS). This facility is subject to a charge. All requests for supply of alcohol will require the completion of a request with an appointed person responsible for upholding the Village Halls alcohol policy and is subject to confirmation by the Hall's DPS. Note the Hall's license specifically excludes consumption of alcohol off the premises / on the Village Green, See appendix 3 .

THE HIRER can only bring their own alcohol onto the premises by prior arrangement.

**All licensed bars should be closed by 11.30pm and the serving of alcohol should cease,** leaving time to clear up and clear the building before midnight.

It is an offence to sell alcohol that has not had the UK duty paid.

**No alcohol shall be stored on the premises overnight.**

#### **4. Hours of use:**

The Village Hall can be booked between the hours of 08.30am - Midnight. If it is booked for use until midnight, all licensable activities (e.g. playing of music & sale of alcohol) shall cease by 23.30hrs and the premises, including the carpark shall be vacated by Midnight.

All cleaning and clearing must be completed **by no later than Midnight.**

All rubbish should be bagged and put in the bins provided. In order to minimise disturbance to nearby residents, bottles should only be put in the bottle bank between **8 am and 9 pm.**

#### **5. Bookings & Finance:**

##### **5a. Security Deposit**

A Security Deposit is payable for single or multi events. For those who propose to use the Village Hall on a repetitive basis the Security Deposit will be held initially for a probationary period of three months to ensure compliance with the conditions of Hire, thereafter it will be refunded. An undertaking will then need to be signed by the hirer to address any damage or non complaint hiring conditions in the future.

For single event bookings the **security deposit will be payable 10 days** in advance of the use of the Village Hall by BACS or credit/debit card. The security deposit is normally returned to the hirer following the inventory check of the building post hire (normally within 10 days) subject to no deductions required. The Security Deposit will only be returned to originator/hirer.

##### **5b Invoices:**

Invoices for the hire of the Village Hall shall be paid by BACS, Cheque or credit card a minimum of 10 working days before the date of hire. **Cash is not accepted. Cheques to be presented 15 days before the event.**

In the event of the Hirer canceling a booking the following charges will apply.

- i) More than 28 days notice: No charge. The security deposit will be returned in full
- ii) 14 to 28 days notice: 50% of the hire cost. The security deposit returned in full.
- iii) Less than 14 days notice: 100% of the hire cost. The security deposit returned in full

##### **5c. Commencement of Hire & End of Hire.**

**Access to the Village Hall ahead of your event to set up/move in equipment must not disrupt the use by other hirers.** The Hirer must agree specific access arrangements via our booking secretary.

**End of Hire:** Your hire period must include time to ensure the Village Hall is left clean & tidy, all rubbish removed and all hirer's own equipment removed so as to not disrupt use by other hirers, if your event finishes late at night you must agree when the clearance of the hall will occur in advance with our booking secretary.

Under no circumstances may alcoholic drink be left overnight within the hall, any equipment left overnight is at the hirers' risk. It is the hirer's responsibility to instruct their contractors to perform in accordance with the agreed access arrangements.

**The Hirer must report breakages/damage or non functioning equipment to the booking secretary or caretaker within 24hours.**

In the event that the Hirer cancels the booking, in writing to the Booking Secretary, the following charges will be applied:

**5d.** The Hirer must pay the prescribed hire fee at the time of booking or 6 weeks in advance of the hire whichever is later. For regular bookings, users will be invoiced at four monthly intervals.

**5e. Special Condition COVID Guidelines (if booking is before 21st June 2021) must be signed and return before hire/use of hall (see Appendix 5) by the hirer**

**In more Detail The Hirer shall comply with all of the following conditions:**

**6. Supervision:**

**6a.** The Hirer will, in the interests of the safety of people using the Hall, make themselves familiar with emergency procedures as set out in

"Appendix 1 **MEDSTEAD VILLAGE HALL EMERGENCY PROCEEDURES**".

**6b.** The hirer will, during the period of hire, be responsible for the supervision of the premises, the structure, the contents, the car park, the safety of people entering or exiting the premises, the behavior of all persons using the premises in whatsoever their capacity, including proper supervision of car parking arrangements to ensure the safety of people entering and exiting the carpark. No vehicles are permitted to enter the Village Green for what ever purpose without the express written permission of the Parish Council before the use of the Village Hall commences.

**7. Use of Premises:** The Hirer shall not use the premises for any use other than that described within the hiring agreement completed by them. The premises or part thereof hired are for the exclusive use of the hirer and shall not be sublet or used for any unlawful purposes: The Hirer shall not do or permit anything to be done within the building that may invalidate the insurance policies in respect thereof.

**7a. Noise issues:** The hirer shall ensure that the minimum of noise is made on arrival and departure and in particular in compliance with the Premises License strictly limit any noise after 2300hrs. **The exterior doors and the interior doors to the main hall shall be kept closed during the playing of any music, or other performance, to reduce the noise outside the hall.** Music may only be played inside the building at reasonable volume. All music, live or pre-recorded, **MUST CEASE at 23.30hrs.**

**NOTE: The Village Hall is fitted with a noise pollution system that will cut power to the sound system when the limit is exceeded.**

In the event of disturbed neighbours or the Police being called/attending the hirer shall react promptly and politely to any reasonable concerns raised. Negligent action may cause the hirer to forfeit their Security Deposit.

**8. Use of Kitchen & Food Hygiene:**

Hire of the Main Hall and/or Wiltshire Room will include the use of the kitchen and its equipment. *Please NOTE, the kitchen is a shared facility available to hirers or both the main hall and Wiltshire Room.* Hirers requiring exclusive use of the kitchen area must book the whole hall.

**8a.** Any food prepared /cooked with in the premises shall be undertaken by suitably qualified persons verified by the hirer. The Village Hall Management Committee accept no responsibility for food cooked on the premises or served within the premises. THE HIRER shall, if preparing, serving or selling food, observe all relevant food, health and hygiene legislation and regulations

**9. Public Safety Compliance:**

**9a.** No candles/naked flames/sparklers/indoor fireworks/party poppers are to be used within the hall. No fireworks or pyrotechnic devices within or outside the hall at any time.

**9b.** There are to be no Drones or model aircraft whatsoever operated within the confines of the car park.

**9c.** To avoid damage to the floors, the wearing of 'stiletto heels' is not permitted.

**9d.** The Hall is a non-smoking venue. There is to be NO Smoking or Vaping in the Hall

**10.** Stored Equipment (owned by third parties other than by the Village Hall) is not to be used or interfered with.

**11.** Medstead Village Hall Committee accepts no liability for damage or injury to persons or property arising from the use of the Hall.

**12.** THE HIRER shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order and used in a safe manner.

**13.** Access to the Hall will not normally be permitted before the time booked on the application. (Please advise any caterers etc). Therefore, setting and clearing up time needs to be allowed for in the booking.

**14.** All internal room doors are to remain unlocked but closed. The Hirer is responsible for leaving the hall locked and secure after the hire. All doors and windows to be closed at time of exit, failure to do this can trigger the alarms or cause the front door not to lock electronically with the key fob.

**15.**

**15a.** The Hirer should ensure that only able bodied people set out and remove tables and chairs to their place of storage.

**15b.** Medstead Village Hall will not be able to set out tables and chairs etc. for an event.

**16.** Fire exits must not be obstructed in any way. Emergency exit doors must not be used for general entry to the Hall. If these doors are opened during a function, then it is THE HIRER'S responsibility to ensure that they are locked prior to leaving the Hall.

17. At the end of the hiring, THE HIRER shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured unless directed otherwise. Any contents temporarily removed from their usual positions must be replaced, i.e. chairs and tables should be cleaned and stacked in the storage areas provided. If not, the Booking Secretary shall be at liberty to make a security deposit deduction.

18. THE HIRER shall indemnify Medstead Village Hall for the cost of any malicious damage to the premises, the fabric or contents.

19. In the event of THE COMMITTEE / BOOKING SECRETARY having to cancel the hire, (e.g. for a statutory election, or emergency repairs, or breach of these terms & conditions, etc.) any fees that have been paid will be refunded, and the hirer shall not be entitled to make any claim in respect of any loss arising from the cancellation.

20. THE HIRER shall ensure that no dogs other than guide or care dogs are brought into the Hall. Unless specifically agreed in writing in advance of hire.

21. THE HIRER shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to the children. (As shown in Appendix 2)

22. THE HIRER will ensure that NO children under 16 are allowed in the kitchen except under strict adult supervision.

23. No doors that face the cricket green can be opened whilst cricket is in play, except in case of emergency. The Village Hall Management Committee does not accept any responsibility for any injuries sustained if this condition is breached.

24. The Hall's insurance policy does not cover the use of hirer's own equipment or third party's items, such as 'bouncy castles', or damage caused to the fabric of the building by same or similar equipment.

25. THE HIRER shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

26. THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority and the Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing, music, other similar public entertainment or stage plays.

27. The upholstered chairs may NOT be taken outside the building.

28. Under NO circumstances can any form of a gas or electric cooker be brought into any part of the hall premises.

29. Under NO circumstances may Drawing pins, nails & adhesive tape be used on any of the walls, window frames, skirting, curtains or fittings. Damage will be charged for.

30. Dishwasher and glasses washer – after use, DRAIN & SWITCH OFF. If left on they will continue to heat the water. A charge of £20 will be levied if this is not complied with.

31. THE COMMITTEE / BOOKING SECRETARY reserve the right to refuse any request for a letting without giving a reason. If the HIRER is in any doubt as to the meaning of any of the conditions, the Booking Secretary should immediately be consulted. For the purposes of these Conditions, the term HIRER shall mean an individual HIRER or, where the HIRER is an organisation, the authorised representative. The Committee shall mean the members of the Medstead Village Hall Committee. The Booking Secretary shall be that person as appointed by the Committee.

Medstead Village Hall Management Committee – [www.medsteadvillagehall.co.uk](http://www.medsteadvillagehall.co.uk)

**32 (\* If booked before 21<sup>st</sup> June 2021) The hirer but adhere to the COVID 19 Guidelines Hire Conditions and return completed form before the event/entry to the hall (see Appendix 5)**

**The appendices cover the following important issues:**

***Procedures in case of Accidents, Procedures In case of Fire, Safeguarding Children Policy, Use of the village Green, COVID 19 Guidelines***

***HIRERS DECLARATION***

I, as the Responsible Person /Hirer, undertake to abide by the conditions of hire and use, as set out in pages 1 to 4 above (having read and fully understood the content of each page, if returning this document by email one signature below only is required deeming you have read all 4 preceding pages.(please include proof of ID & home address).

DATE OF HIRE \_\_\_\_\_

SIGNED \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

DATE \_\_\_\_\_

***Ref September V4 & Covid 19  
inclusions***