



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.

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 - The 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 the adjacent concrete area. Note the car park is owned by the Parish Council and car parking is available to patrons of the Village Hall. The adjacent Village Green is owned by the Parish Council [www.medsteadpc.org] and permission may be required from them for its use.

The Parties:

The Owner is the Medstead Village Hall Charity 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 utility bill/council tax bill or bank statement from the last three months, driving license or passport).

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 Fee: The Medstead Village Hall Committee reserve the right to apply a security deposit of £250

1. Compliance with terms and conditions:

In the event of a call out to resolve an issue caused by the hirer/hiring (such as an alarm being triggered) or any serious non-compliance with these terms and conditions, a minimum charge

of £50 will be levied, plus any costs incurred above this will be charged to the hirer.

Any loss or damage attributable to the hiring (other than fair wear and tear) may be recovered from the hirer.

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

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 permit the use of copyright music by non-commercial organizations 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.

You may choose to use the Medstead Village Hall Designated Premises Supervisor (a fee is payable for this extra service) and is subject to agreement to comply with the village halls alcohol policy. Or you as the hirer may gain a Temporary Event License (TEN) direct from East Hampshire District Council (again there is a small charge for this)

No alcohol shall be consumed outside the building, with the exception of the concreted patio area to the side adjoining the village green.

Note the Hall's license is for the hall **ONLY** and excludes consumption of alcohol in the car park / on the Village Green.

These areas are controlled by Medstead Parish Council and permission should be sought from the Parish Council for any use of these areas (a separate specific Temporary Event Notice may required for this purpose).

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

11.30pm and the premises, including the car park shall be vacated by midnight.
All cleaning and clearing up must be completed **by no later than midnight**.
All rubbish should be bagged and put in the bins provided.

5. Bookings & Finance:

5a Invoices:

A 25% booking fee to secure the booking for the hire of the hall must be paid within 7 days of the date of the invoice. Payment in full shall be paid by BACS or cheque, a minimum of two weeks before the date of hire if paying via BACS or 21 days via cheque. **Cash is not accepted.**

For regular bookings, users will be invoiced at three monthly intervals, payment must be made within 7 days

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

- More than 28 days notice: no charge.
- 14 to 28 days notice: 50% of the hire cost.
- Less than 14 days notice: 100% of the hire cost.

5b. Commencement of Hire & End of Hire

Commencement: Setting out and clearing up time must be included in the times booked.
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 that all areas used in the Village Hall are left clean & tidy, all rubbish, drinks and foodstuffs removed and all hirer's own equipment removed, so as to not disrupt use by other hirers. Cleaning tools and materials are kept in the cupboards in the foyer, the Wiltshire Room, the kitchen under the right hand sink and to the right of the fire exit. If your event finishes late at night, you must agree in advance with our booking secretary, when the clearance of the hall will occur.

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 shortages/breakages/damage or non functioning equipment in the breakages book kept in the kitchen and to the booking secretary or caretaker within 24 hours.

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 'Medstead Village Hall emergency procedures', copies of which are on the notice board in the foyer and on the Village Hall website.

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 car park. No vehicles are permitted to enter the Village Green for whatever 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 11pm. During the playing of any music or other performance, to reduce the noise outside the hall, the interior and exterior doors to the main hall shall be kept closed. Music may only be played inside the building at reasonable volume. All music, live or pre-recorded, **MUST CEASE at 11:30pm.**

Note the Village Hall is fitted with a noise monitoring system that will cut power to the sound system when the limit is exceeded.

In the event of disturbed neighbors 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 face an additional charge (as specified in clause #1).

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. NOTE, the kitchen is a shared facility available to hirers of 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 within the premises shall be undertaken by suitably qualified persons, verified by the hirer. The Village Hall Management Committee accepts no responsibility for food cooked 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 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 within the building.

10. Stored Equipment (owned by third parties other than 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). Setting and clearing up time needs to be allowed for in the booking.

14. The Hirer is responsible for leaving the hall locked and secure after the hire. Before exiting, all internal and external doors and windows must be closed, failure to do this can cause the front door not to lock electronically with the key fob and/or trigger the alarm.

15. The Hirer should ensure that only able bodied people set out and remove tables and chairs to their place of storage. 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. 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.
18. 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 an additional charge (as clause #1).
19. THE HIRER shall indemnify Medstead Village Hall for the cost of any malicious damage to the premises, the fabric or contents.
20. 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.
21. 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.
22. 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.
23. THE HIRER will ensure that NO children under 16 are allowed in the kitchen, except under strict adult supervision.
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. If required, additional plastic chairs are kept in the corner store to the right of the stage.
28. Under NO circumstances can any form of a gas or electric cooker or deep fat fryer/pan 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 fitments. 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 Management Committee. The Booking Secretary shall be that person as appointed by the Committee.

HIRERS DECLARATION

I as the Responsible Person/Hirer, undertake to abide by the conditions of hire and use, as set out in these terms and conditions (having read and fully understood the content of each page and in booking the hall, I agree to be bound by all the terms and conditions