

I agree to the Terms and Conditions of the Hall as set out below

Signed

Dated

MESSING VILLAGE HALL TERMS OF HIRE

1. The Village Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated. Please confirm which licensable activities will take place at your event:

Activity	The hall is licensed for	Times for which the activity is licensed	Advise the manager which activities will be happening
a. The performance of plays	No		
b. The exhibition of films	No		
c. Indoor sporting events	No		
D The performance of live music	Yes	10 am – 11 pm	
E The playing of recorded music	Yes	10 am – 11 pm	
F The performance of dance	Yes	10 am – 11 pm	
g. Entertainments similar to those in a – f	Yes	10 am – 11 pm	
H Making music	Yes	10 am – 11 pm	
I Dancing	Yes	10 am – 11 pm	
j. Entertainment similar to those in I – j	Yes	10 am – 11 pm	
k. The provision of hot food/drink No preparation of food is allowed only the serving and heating of food.	Yes	10 am – 11 pm	
L. The sale of alcohol at times stated	No		

Standard times apply Sunday – Thursday inclusive. Friday & Saturday only times extend to 11.30 pm.

THE HALL MUST BE VACATED BY 11.30 PM SUNDAY – THURSDAY AND BY 12 MIDNIGHT ON FRIDAY & SATURDAY.

If you answer yes to question L you will need to contact the Hall Manager in order for a bar to be arranged with the Village Hall's Designated Premises Supervisor. It is at the manager's discretion whether to allow a free bar, .i.e. which does not need a licence. It is only usual for the committee to allow free bars to hirers who are known to them.

- 2.3 Consumption of alcohol will only be permitted in the designated areas i.e. The Main Hall and the Meeting Room and only to persons over the age of 18. If the client has organised an outside bar to serve alcohol for their event, then they **must** confer with the bar person if there is any alcohol that is going to be given away and not bought directly from the bar. The bar person has a right to refuse the client the right to give away alcohol, as this will mean that alcohol is not being consumed in a controlled manner, which is against the law. A compromise must be reached between the client and the designated bar person.
- 2.4 No glasses or open glass bottles are to be taken outside the building.
- 2.5 The hall has a licence with the Performing Rights Society for the performance of copyright music.
3. The Hirer agrees with the Village Hall to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement. Should you wish for the Hall to be locked for a period during the day this must be arranged with the Hall Manager.
4. It is hereby agreed that the Standard Conditions of Hire together with any Special Conditions of Hire shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Village Hall and the Hirer.
5. 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.

Standard Conditions of Hire

These standard conditions apply to all hiring of the village hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Manager or Booking Clerk should immediately be consulted.

1. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Hall Manager the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

The Hirer will ensure that the Hours of Use, Capacity Numbers and Age Limits of people attending will be strictly adhered to.

During teenage parties, where a disturbance may be likely, the committee requires that 10 adults be present at the hiring at all times and that they will actively manage the hiring. No variation of this condition will be permitted.

The named hirer is responsible for their guests leaving the premises in an orderly manner. The hirer should be the last person off the premises unless they have informed the manager otherwise.

2. Use of Premises

A) The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

No item may be affixed to any part of the building, with the exception of the pin rail provided in the Main Hall, with screws, pins, nails, sellotape or Blue Tack or any other method.

B) In the event that there are 2 separate hirers using the hall or part(s) of simultaneously and a dispute occurs between them, where a compromise cannot be reached, either one or both of the hirers should contact the manager or the chairman to resolve the dispute. No single hirer has the right to instruct another party to what he or she should do; this is only the responsibility of the trustees or the manager acting on their behalf.

3. Gaming, Betting, and Lotteries

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.

4. Licences

The Hirer shall ensure that the Village Hall holds a Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, and television or by performers in person. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence or the Village Hall holds it.

5. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there is no obvious fire hazards on the premises.

6. Means of Escape

- (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- (b) The emergency lighting supply illuminating all exit signs and routes is operated by an automatic mains failure-switching device.

7. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Hall Manager or secretary of the management committee.

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8. Health and Hygiene

The Hirer shall, if 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. The premises are provided with a refrigerator. **No preparation of food is allowed only the serving and heating of food.**

9. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety. **All sound or music equipment used in the Main Hall shall only be connected to the designated power sockets. There use are not permitted at the designated times.** The Hirer will not alter or interfere with any electrical system on the premises

10. Indemnity

- (a) The Hirer shall indemnify and keep indemnified each member of the Village Hall management committee and the Village Hall's employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- (b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Secretary to rehire the premises to another hirer.

The Village Hall is insured against any claims arising out of its **own** negligence.

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Village Hall management committee **as soon as** possible and complete the relevant section in the Village Hall's accident book. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Manager will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). **First Aid boxes are located in THE KITCHEN, THE DISABLED TOILET.**

IN AN EMERGENCY USE YOUR PHONE TO DIAL 999 OR HOSPITAL 01206 747474.

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12. Explosives and Flammable Substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

13. Heating and Cooking

The Hirer will not alter any settings on any heating without the prior permission and instructions of the Hall Manager.

The Hirer shall ensure that no unauthorised heating or cooking appliances shall be used on the premises. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

At the discretion of the Hall Manager and the Parish Council portable cooking appliances may be used outside the premises.

14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

15. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special events or classes agreed to by the Village Hall Committee. **No animals whatsoever are to enter the kitchen at any time.**

16. Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks 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 Village Hall committee with a copy of their Child Protection Policy on request.

17. Fireworks

The Hirer shall not ignite or allow any fireworks on any part of the Hall or play ground without the prior express permission of the village hall manager. A certificate of Insurance against accident and damage will be required before any authorisation is given.

18. Sale of Goods

The Hirer shall, 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

19. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Village Hall. The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the Village Hall management committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- (c) the premises becoming unfit for the use intended by the Hirer
- (d) An emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion, or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

20. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge. **The hirer shall vacate the premises promptly at the end of the hire period.**

21. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. In order to ensure that the local neighbourhood is not disturbed by noise, the volume and control of any noise shall be such that it is not audible at the boundary of the nearest noise sensitive premises. **All windows and doors at the rear of the hall must be kept closed (other than for**

access and egress) and any noise shall be reduced to a minimum should they be intending to use any form of audio equipment or instruments. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

22. Stored Equipment

The Village Hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Village Hall may, in its discretion in any of the following circumstances, namely-

- (a) In respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) In respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

23. No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises. **No item may be affixed to any part of the building, with the exception of the pin rail provided in the Main Hall, with screws, pins, nails, sellotape or Blue Tack or any other method.**

24. Specifics relating to main floor

Any spills should be cleaned up as soon as possible WITH A DAMP CLOTH ONLY. **Please sweep with the scissor mop at the end of your session.** If you are in any doubt about hard stains, inform the key holder or report to the manager. The committee assumes that the signed hirer is responsible and lets his/her guests know of the procedure.

The Trustees prefer the hirers not to wear stiletto high heeled shoes and black soft soled shoes in the hall, as they are liable to cause damage to the flooring.
Please leave the hall in a reasonable condition and how you would wish to find it yourself.

25. If bubble machines are used the user will be responsible for any damage or mess they may cause to the building.

26. The committee takes no responsibility for any liability/injury caused by a bouncy castle hired by the client.

27. No Rights

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

28. Safety

THE HALL OPERATES A NO SMOKING POLICY. Smoking is not allowed in any part of the building and the management would prefer that it did not take place anywhere on the site.

***** The manager represents the committee and any decisions she/he makes regarding the hall are taken to be that of the committee. Any disputes should be addressed through the manager. *****

HEALTH AND SAFETY FOLDER IS FOUND IN THE KITCHEN AND OUR STATEMENT IS PLACED ON THE HALL NOTICE BOARD.