

# Monk Sherborne Village Hall

Registered Charity 1175663

## **TERMS & CONDITIONS**

1. In consideration of the hire fee described above, the Village Hall agrees to permit the Hirer to use Monk Sherborne Village Hall for the purpose and the dates as described above.

This Hire Agreement includes the [annexed](#) Standard Conditions of Hire and the Special Conditions of Hire, set out in the attached Schedule

2. The Village Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated.

<b>ACTIVITY</b>	<b>Times for which the activity is licensed</b>
a. The exhibition of films	9.00 to 23.00
b. The playing of recorded music	9.00 to 23.00

Indicate activities and place at your event

3. 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.

4. None of the provisions of this Agreement will 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 Bookings secretary should immediately be consulted.

### **1. Supervision**

The Hirer shall, during the period of the hiring, be responsible for the supervision of the premises; the fabric and the contents of the Hall; the behaviour of all persons using the premises; the proper supervision of car parking arrangements so as to avoid obstruction of the highway.

### **2. Damage**

The Hirer shall make good or pay for all damage to the premises or to the fixtures, fittings or contents and for loss of contents.

### **3. Use of Premises**

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire, or allow the premises to be used for any unlawful purpose, nor do anything which may render invalid any of the Hall's insurance policies.

### **4. Alcohol**

The Hirer will not allow the sale of alcohol unless a Temporary Event Notice (TEN) has been applied for (see special conditions)

### **5. Gaming, Betting and Lotteries**

The Hirer shall ensure that nothing is done in contravention of the law relating to gaming, betting and lotteries.

### **6. 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, 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.

### **7. Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, 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. (Include diagram of location when handing over keys.)
- 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 are no obvious fire hazards on the premises.

### **8. 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 must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

### **9. Outbreaks of Fire**

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

### **10. Health and Hygiene**

The Hirer shall, if preparing, 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.

### **11. 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

### **12. 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.

### **13 . Accidents and Dangerous Occurrences**

The Hirer must report to a member of the Village Hall management committee all accidents involving injury to the public 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 Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

### **14. 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.

### **15. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## **16. Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

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. A challenge 21vb policy is in operation, so anyone who appears under the age of 21 and who is seeking to purchase or be supplied with alcohol shall provide identification proving that the individual is over 18 years of age. 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.

## **17. Animals**

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

## **18. 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

## **19. Fly Posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Village Hall's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

## **20. 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

## **21. 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 consider that (i) such hiring will lead to a breach of the licensing conditions, 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.

## **22. End of Hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and 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

## **23.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. 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.

## **24. 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 until the same is removed.

The Village Hall may, at its discretion, charge the Hirer any costs incurred in storing, selling or otherwise disposing of the Hirer's equipment, in any of the following circumstances;

- (a) failure by the Hirer either to pay any storage charges due or to remove the stored items within 7 days after the agreed storage period has ended
- (b) failure by the Hirer to remove any other property brought on to the premises for the purposes of the hiring within 7 days after the hiring.

### **25. 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 to any part of the premises without the prior written approval of the Management Committee. All such items must be removed by the Hirer unless agreed with the Hall and any damage must be made good to the satisfaction of the Hall.

### **26. Limit of Rights**

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

## **SPECIAL CONDITIONS of HIRE**

### **MUSIC**

The playing of music (recorded or live) must cease no later than 2300 hours. If the playing of music causes disturbance to neighbours the Village Hall have the right to cancel any future bookings with the Hirer.

### **ALCOHOL**

If ALCOHOL is to be sold at the event a TEMPORARY EVENT LICENCE (TEN) must be obtained by the hirer or their representative from the Local Licensing Authority (Basingstoke & Dean Borough Council) & a copy of the Approval Notice forwarded to the Bookings Secretary before the event.

The sale of alcohol must cease no later than 2300

No alcohol is to be consumed outside the premises

### **SAFEGUARDING**

The welfare of the child or vulnerable adult (as defined in the [Safeguarding Vulnerable Groups Act 2006](#) s60(1)) is paramount and is the responsibility of everyone. All children and vulnerable adults, without exception, have the right to protection from abuse, whether physical, verbal, sexual, bullying, exclusion or neglect. Bullying, shouting physical violence, sexism and racism towards children will not be permitted or tolerated. This policy is in place to protect all vulnerable persons regardless of gender, ethnicity, disability, sexuality, religion or faith.

Monk Sherborne Village Hall Management Committee (the Trustees) have a duty to safeguard vulnerable users of the village hall and those who may come into contact with vulnerable users. They should respond to any concerns they may have regarding the physical, sexual, emotional or psychological safety of a vulnerable person or concerns relating to discriminatory or financial violation or exploitation of a vulnerable person.

A copy of this policy is displayed for the attention of all in the Village Hall, and made available to hirers on request.

### **THE ITEMS ABOVE ARE LEGAL REQUIREMENTS.**

Breaking any of these conditions could result in the security deposit being forfeited in part or in full.

- Rubbish** All rubbish is to be taken off site & disposed of in the BLACK bin provided
- Floors** All floors to be swept clean.
- Dishwasher** Please rinse plates before using the dishwasher & ensure the dishwasher is switched off when vacating the premises.
- Kitchen & Hall** Must be left clean and tidy.
- Toilets** The Toilets must be checked for cleanliness before leaving.
- Heaters & lights** All heaters and lights to be switched off when vacating the premises

**Keys** Collection and return of KEYS to be arranged with the Bookings Secretary.

A charge may be levied if these requirements are not met

**PLEASE BE MINDFUL OF THE CLOSE PROXIMITY OF NEIGHBOURS**

PLEASE LEAVE QUIETLY AND KEEP NOISE LEVELS TO A MINIMUM  
NO SLAMMING OF CAR DOORS; NO SOUNDING OF CAR HORNS; NO LOUD FAREWELLS

**PLEASE RETURN COMPLETED BOOKING FORM TO:**

**BOOKINGS SECRETARY  
Mrs Tasha Chappell  
THE OLD RECTORY,  
SALTERS HEATH ROAD,  
MONK SHERBORNE.**

**TEL 01256 851373**