

Conditions of Hire for Martinstown Village Hall

The Bookings Secretary should be consulted immediately if the Hirer is in any doubt as to the meaning of the following conditions of hire.

Martinstown Village Hall is operated for the benefit of the community by a dedicated group of volunteer trustees. Our hall is in regular use by many individuals and groups. Please follow these conditions of hire to ensure the hall is kept in the condition that you would hope to find it in and enable any following booking to start promptly. These are the conditions of hire (**the “Conditions”**) for the hall, green room, kitchen, car park, equipment and other facilities at Martinstown Village Hall (**“the Facilities”**) referred to in the booking form. The hirer shall not use the premises for any other purpose other than that described in this Hire Agreement.

For the purposes of these Conditions, **“the Hirer”** means an individual hirer or, where the hirer is an organisation, its authorised representative. The Hirer, having first completed the appropriate booking form is permitted by the Martinstown Village Hall Committee (**“MVHC”**) to use the facilities required, for the purpose and the periods, requested on the booking form, (subject to the payment of a £30 deposit if a single event) and its acceptance by the Bookings Secretary (**“the Hiring”**).

The booking form will only be accepted if the Hirer and Bookings Secretary have signed it. Payment for single events is due upon return of the keys or by arrangement with the Bookings Secretary: payment for other events must be agreed with the Bookings Secretary.

The Hiring commences when the hall keys (**“the Keys”**) are collected by the Hirer from the Bookings Secretary and ends when they are returned to the Bookings Secretary.

The following conditions apply to the Hiring.

1 the Hirer will:

- a. be responsible for the supervision of the Facilities, the fabric and contents of the hall, safety from damage however slight; or change of any sort and the behaviour of all persons on the premises whatever their capacity and shall include proper supervision of car parking arrangements and to ensure neighbouring households suffer
 - 1.a.i. no obstruction
 - 1.a.ii. the minimum of noise on arrival and departure
 - 1.a.iii. no nuisance during the Hiring
- b. not sub-hire
- c. not use the Facilities or allow the Facilities to be used for any unlawful purpose, and must ensure that no offensive, dangerous, or unlawful performances or activities are permitted, and that all activities are conducted at all times decently, soberly and in an orderly manner.
- d. notify the Bookings Secretary if alcohol is to be consumed and confirm that the appropriate consent or licence is in place;
- e. cease all activities contributing to the purpose of the Hiring at the end of the hiring period including clearing and cleaning the hall and this will include:
 - 1.e.i. responsibility for leaving the facilities in a clean and tidy condition.
 - 1.e.ii. the return of chairs tables and any equipment provided by the MVHC to their normal storage locations.
 - 1.e.iii. the washing and drying of all kitchen equipment crockery and cutlery before storing.
 - 1.e.iv. the collection and putting of all rubbish into the bins or bags provided and disposed of by the Hirer.
 - 1.e.v. the removal of all unsold items from sales from the premises.
 - 1.e.vi. the removal from the facilities of any equipment or item brought onto the premises for the purpose of the Hiring.
 - 1.e.vii. reporting any breakages or damage to the bookings secretary

2 Capacity: The Hirer will ensure the number of people on the premises does not exceed:

- a. 200 (Main Hall) for dancing or closely seated or
 - b. 100 (Main Hall) with tables and chairs
- 3 **Supervision for Public Functions:** "Public Functions" means any performance, entertainment, sale or function of any kind where the public are admitted to the Facilities whether or not an entry charge is made.
- The Hirer will:**
- a. be at least 18 years of age
 - b. be in charge of, and present during the whole time the Facilities are open for public functions. The Hirer will not be engaged on duties that prevent him/her from exercising general supervision.
 - c. ensure there is a minimum of two persons excluding the Hirer, both being over 18 years of age, on duty in the premises when they are being used for public functions.
 - d. all persons in charge shall have been informed of the procedure to be adopted in the case of evacuation of the premises, and shall be familiar with the fire fighting equipment available.
 - e. comply with all relevant legislation - including sale of alcohol, health and safety, fire safety and the safety of children and vulnerable adults. Child Protection policies are the responsibility of the Hirer.
- 4 **Outbreak of Fire, Accident, Injury and Breakages: The Hirer will** immediately:
- a. call the Fire Brigade on the outbreak of any fire, however slight, and will give full details to the Bookings Secretary
 - b. report all accidents or injury to the Bookings Secretary.
 - c. report failure or breakage of equipment to the Bookings Secretary whether belonging to the MVHC or brought in by the Hirer
- 5 **Means of escape: the hirer will**
- a. ensure everyone knows where the fire exits are and they are free from obstruction.
 - b. ensure emergency lighting is on for the duration of the hiring period.
- 6 **Exclusions**
- Animals** - the hirer will ensure that no animals except assistance dogs are brought into the hall. No animals whatsoever will enter the kitchen.
- Explosive and Flammable Substances** - Highly flammable substances, or pyrotechnics are not permitted. These include any device requiring a fire source in their operation.
- 7 **Decorations: Hirers** wishing to decorate the Facilities with flags, bunting, balloons, table candles etc., require permission from the Bookings Secretary. Decorations must not be attached to curtains, acoustic panels, radiators, doors, lights, or emergency lights.
- 8 **Recordings: The Hirer:**
- a. may only with the written approval of the MVHC authorise any person to take for hire or reward any film or other recording (in whatever form and whether of sight or sound) of or on the premise or anything done or occurring during the Hiring.
 - b. will pay to the MVHC
 - 8.b.i. Any money received in consequence of any breach of this provision or
 - 8.b.ii. an agreed proportion of any money when the written approval of MVHC is given. A separate contract may be required by MVHC for this purpose
 - c. may take such film or other recording as the Hirer thinks fit for his/her personal and domestic use and enjoyment of any of him/herself his/her family and friends without written approval of the MVHC
- 9 **Additional Charges.**
- MVHC** may make an additional charge if:
- a. any of the Conditions are not met.

- b. if the Facilities or any part of the premises or equipment are rendered unfit for the use by the Hirer
 - c. repairs, removal of rubbish or extra cleaning are needed;
- 10 **Refusal of Booking.** The MVHC reserves the right to refuse a booking without notice or to cancel a hiring agreement on giving 7 days notice to the Hirer. In this event the Hirer will be entitled to repayment of the deposit or other money paid in advance to the MVHC by the Hirer. The MVHC will not be liable to make any further payment to the Hirer.

11 Cancellation and Termination of Bookings

- a. **by the Hirer;** if the Hirer wishes to cancel a booking before the date of the Hiring a refund of deposit if paid may be made at the discretion of the MVHC
- b. **by the MVHC:** MVHC reserves the right to cancel any Hiring if the facilities are required for use as a Polling Station for a Parliamentary or Local Government election or by MVHC in which case the Hirer will be entitled to a refund of the hiring fee if paid in advance and any deposit paid.
- c. **The MVHC reserves the right to end any Hiring** without notice and immediately clear the Facilities if the Hirer fails or refuses to respect these condition

12 Indemnity: The Hirer will:

- a. indemnify the MVHC for the cost of repair of any damage done to any part of the premises or the contents of the building that may occur during the hire period and as a consequence of the Hiring.
- b. indemnify the MVHC in respect of all loss arising as a consequence of any breach of these Conditions and against any actions claims proceedings costs expenses and demands made against the MVHC caused by or related to the Hiring
- c. insure against any third party claims that may lie against the Hirer whilst using the Facilities. (The Village Hall is insured against any claims arising out of its own negligence).

13 MVHC

- a. Nothing in these Conditions constitutes any warranty by the MVHC that the premises or any part of them are authorised licensed or fit for use for any specific purpose and the MVHC shall not be liable to the Hirer for any resulting loss or damage whatsoever.
- b. The MVHC shall not be liable to the Hirer or any other person
 - 13.b.i. for any accident loss or damage other than from insured risks which may at any time during the Hiring be occasioned to or suffered by the Hirer or any other person or occasioned to the premises or to any goods or property of the Hirer or any other person however caused unless due to any act or default of the MVHC or its servants and
 - 13.b.ii. the MVHC shall not be liable to any person other than the Hirer beyond the common duty of care imposed by the Occupiers Liability Act 1957, the Defective Premises Act 1972 or any amending Legislation The MVHC reserve the right to change the Conditions without notice.

Conditions updated February 2022

The Bookings Secretary is: Mrs Ann Matthews, 2 Cowleaze, Martinstown, Dorchester DT2 9TD Telephone 01305 889248
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Martinstown Village Hall Committee is a Registered Charity
(Registration Number 301205).