

## Conditions Of Hire

1. No copyright, dramatic or musical work shall be performed or sung without the licence of the owner of the copyright and the Hirer shall indemnify the Minstead Hall Management Committee (hereafter referred to as the MHMC) against any infringement of copyright, which may occur during the hiring.
2. **Excise liquor licence - An Excise liquor licence for 'on sales' is in force and subject to normal licensing regulations may be utilized by the Hirer, subject to the MHMC's approval. Your attention is drawn to clause 3 of these Conditions.** The Hirer shall remain responsible for supervision and conduct of bar clients at all times the bar is open.
3. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
4. The hire of hall facilities does not entitle the Hirer to use or enter the premises at any time other than the specific hours for which the facility is hired unless prior arrangements have been made with the MHMC or their agent.
5. The Hirer shall not use the premises for any purpose other than that described in the Hire Application 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 alcoholic liquor thereon without written permission. Copies of the policies are available for inspection with the Warden.
6. **Damage - The Hirer is responsible for all damage to the Hall and its surrounds and to any property in the Hall caused or occurring during the period of hiring or while persons are entering or leaving the Hall pursuant to the hire and by whomsoever caused. Any breakages or losses must be declared to the warden within 24 hours of the completion of the hire period and will be charged to the Hirer.**
7. The MHMC shall not be responsible for any loss of or damage to any property arising out of hiring, nor for any death, loss, damage or injury which may be incurred by or be done or happen to any person or persons resorting to the Hall during the hiring arising from any cause whatsoever or from any loss due to any breakdown of the machinery, failure of supply of electricity, leakage of water, fire, Government restriction or Act of God which may cause the Hall to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the owner against any claim which may arise out of the hiring or which may be made by any person resorting to the Hall during the hiring in respect of any such loss, damage or injury.
8. The right of entry to the Hall is reserved to any member of the MHMC or to any Police Officer at any time throughout the hiring.
9. Good Order - The Hirer shall be responsible that good order is kept in the Hall during the hiring and the MHMC may if it thinks fit, charge the Hirer for any extra expense incurred including engaging the Police to preserve order prior to, during, or after any hiring of the Hall. The MHMC reserves the right to put a stop to any entertainment or meeting not properly conducted.
10. Nails, tacks, screws, pins or other like objects shall not be driven into any part of the Hall nor shall any placards or other articles be fixed thereto except with the express permission in writing of the MHMC.
11. **Cleaning - At the end of the hire period the Hirer must wipe then neatly and safely stack all furniture as well as leaving the facility in a clean, orderly and secure state which includes sweeping the floors. Windows must be closed, the premises secure and the Warden notified. The Hall must be tidied and emptied by the stated time or the extra hour must be paid for. Failure to perform these duties will result in a cleaning fee being charged to the Hirer. A cleaning and tidying service is available by arrangement with the Warden.**
12. Property of the Hirer and the Hirer's agent must be removed from the Hall at the end of the period of hiring or fees will be charged for each session or part of a session until the same is removed. The MHMC accepts no responsibility for any property left on the premises after hiring. In the cases of bazaars, jumble sales and any other occasion when property is brought onto the premises for sale, all property remaining unsold at the termination of the hire period will be considered to be the property of the Hirer for the purpose of this condition.
13. No flags, emblems or other decoration shall be displayed inside or outside any part of the Hall without the previous consent of the MHMC.
14. The Hirer is responsible for ensuring that at all times no exits are blocked, chairs or obstructions are placed in corridors or fire appliances are removed or tampered with. When a Hall facility is used in a 'blacked-out state' the emergency lights are illuminated.
15. No additional lights or unauthorised heating appliances or extensions from any existing electric light fittings shall be used without the previous consent of the MHMC. PORTABLE PROPANE OR BUTANE GAS SHALL NOT BE USED WITHOUT THE PRIOR PERMISSION OF THE MHMC WHICH MAY ONLY BE GRANTED TO COMMERCIAL CATERING ORGANISATIONS WITH FULL INSURANCE (TO A LEVEL OF NO LESS THAN THAT WHICH THE MINSTEAD VILLAGE HALL HAS IN PLACE FOR ITS OWN PUBLIC LIABILITY INSURANCE) COVERING DAMAGE TO THE HALL AND IT'S OCCUPANTS, NOR SHALL FIREWORKS BE BROUGHT ON TO THE PREMISES OR INTO THE CAR PARKS.
16. No electrical appliances may be connected to an electrical supply unless a current certificate issued by an NIC approved agent has been shown to a MHMC representative in advance.
17. The Hirer will, 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. The Hirer shall also ensure that no annoyance is caused to other people using the Hall, or to those living locally whether by excessive noise or any other activity. Verges must not be damaged.
18. Cancellation - Should the Hirer cancel a booking, the MHMC reserves the right to refund the hiring charge only if the Hall is re-let on similar terms and also to levy an administration charge up to 25% of the calculated hire charge.
19. The MHMC shall, upon giving not less than seven days notice in writing to the Hirer, have the right to cancel a booking if the MHMC knows, or has good cause to believe, that such a booking will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements. In the event of a cancellation under this clause the MHMC shall refund to the Hirer any deposit or booking fee already paid but shall not be liable for any other costs whatsoever incurred by either the Hirer or their agents(s).
20. The shall, if preparing or selling food, observe all relevant food health and hygiene legislation and regulations and any certificates so required shall be submitted when the booking is made and be available for inspection during the event.
21. 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.
22. The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children's Act 1989 and all other legislations and that only fit and proper persons have access to the children.
23. The Fire Brigade shall be called to the outbreak of fire, however slight, and details shall be given to the Secretary of the MHMC. IF THE FIRE ALARM IS ACTIVATED THE HALL MUST BE EVACUATED AND ALL AREAS CHECKED. THE ADVERTISED PROCEDURE MUST BE FOLLOWED.
24. The Hirer shall not carry out or permit fly posting or any other unauthorised advertisements for the event and shall indemnify the MHMC against all actions, claims, and proceedings arising from breach of this condition. Failure to observe this condition may also lead to prosecution.
25. The MHMC reserve the right to cancel this hiring in the event of the hall being required for use as a polling station for a Parliamentary or Local Government Election or By Election, or that in the opinion of the MHMC they have been misled in the hiring application or in the opinion of the MHMC the hiring is liable to cause a breach of statutory regulations. In the event of cancellation the Hirer shall be entitled to a refund of any deposit already paid.
26. Non Smoking - This is a non smoking hall.
27. No Naked Flames - Catering equipment may be authorised by prior agreement.
28. Non-Exclusive - The Hall has multiple function rooms and as a result the Hirer will only have exclusive use to the facilities included in the Booking Form. Other facilities may be used concurrently by other members of the public.
29. Security Deposit - A Security Deposit may be requested when a booking is made. This shall be returned by the MHMC if this agreement is performed satisfactorily. In the event of this agreement not being performed to its satisfaction or the Hirer incurring further charges under these Conditions of Hire, the MHMC may, without prejudice to any other rights and remedies available, forfeit and retain the Security Deposit.
30. In all matters the decision of the MHMC shall be final.