

MISTERTON VILLAGE HALL

TERMS AND CONDITIONS OF HIRE

1. Acceptance of These Terms

By making a booking for Misterton Village Hall ("the Hall"), whether online, by email, telephone or any other method, you ("the Hirer") confirm that you have read, understood and agree to be bound by these Terms and Conditions.

These Terms and Conditions form part of the hire agreement between the Hirer and Misterton Village Hall.

If there is anything you do not understand, please contact us before making your booking.

2. Eligibility to Hire

The Hirer must be at least 18 years old and must be responsible for the Hall and all activities taking place during the hire period.

The Hirer, or an authorised representative, must be present throughout the event and must ensure compliance with these Terms and Conditions.

3. Hirer's Responsibilities

During the hire period, the Hirer is responsible for:

- The supervision of the Hall, its contents and surrounding areas.
- The behaviour and safety of all persons attending the event.
- Ensuring the Hall is used safely and responsibly.
- Preventing damage to the Hall, fixtures, fittings, equipment and grounds.
- Managing parking arrangements to avoid obstruction of roads, entrances and neighbouring properties.

The Hirer is responsible for any loss, damage or additional cleaning resulting from the hire and agrees to pay the reasonable costs of repair, replacement or cleaning where necessary.

4. Use of the Hall

The Hall may only be used for the purpose stated on the booking.

The Hirer must not:

- Sub-let or transfer the booking to another person or organisation.
- Use the Hall for any unlawful, dangerous or inappropriate activity.
- Bring onto the premises anything that could endanger people, damage property or invalidate the Hall's insurance.

- Allow alcohol to be sold or supplied without obtaining the necessary permissions and licences.

The Hall booking does not create a tenancy or any right of occupation beyond the agreed hire period.

5. Licences, Entertainment and Alcohol

Misterton Village Hall does not hold a Premises Licence.

The Hall may be used for live music, recorded music and film screenings only where permitted by law.

Where a Temporary Event Notice (TEN) or any other licence is required, the Hirer must:

- Obtain the Hall's prior approval before applying.
- Apply for and obtain all necessary licences.
- Provide copies of any licences or notices to the Hall upon request.

Where films are shown, the Hirer must ensure that age classifications issued by the British Board of Film Classification (BBFC) are followed.

The Hirer must notify the Hall in advance if alcohol will be supplied at the event.

Failure to comply with licensing requirements may result in cancellation of the booking without compensation.

6. Insurance and Liability

The Hirer is responsible for:

- Any loss of or damage to the Hall, its contents or equipment arising from the hire.
- Any claims arising from the Hirer's activities during the hire period.
- Any nuisance, injury or damage caused to third parties as a result of the event.

The Hall maintains its own insurance arrangements but reserves the right to recover from the Hirer:

- Any insurance excess payable.
- Any losses not covered by insurance.

Commercial organisations, businesses and professional operators must hold their own Public Liability Insurance and provide evidence of cover if requested.

The Hall accepts liability only for loss or injury arising from its own negligence.

7. Safeguarding

Where activities involve children, young people or vulnerable adults, the Hirer must comply with all relevant safeguarding legislation and guidance.

The Hall may request copies of safeguarding policies and evidence of Disclosure and Barring Service (DBS) checks where appropriate.

8. Health and Safety

The Hirer must comply with all relevant health and safety requirements and any instructions provided by the Hall.

Before the event begins, the Hirer must ensure:

- Fire exits are unlocked and unobstructed.
- Escape routes are clear.
- Fire doors are not wedged open.
- Emergency exits are clearly visible.
- There are no obvious fire hazards.

The Hirer is responsible for ensuring that all attendees can safely evacuate the building in an emergency, including anyone with additional support needs.

Any outbreak of fire, however minor, must be reported immediately to the Fire Service and to the Hall.

9. Noise and Consideration for Neighbours

The Hall is located within a residential community.

The Hirer must ensure that noise is kept to a reasonable level and that attendees respect neighbouring properties.

Particular care should be taken when arriving and leaving the Hall, especially during the evening and early morning.

Any sound amplification equipment must be used responsibly.

10. Alcohol, Drugs and Behaviour

The Hirer is responsible for maintaining good order throughout the event.

The following are not permitted:

- Drunk, disorderly, violent or threatening behaviour.
- Illegal drug use or possession.

- Any activity likely to cause nuisance or distress to others.

The Hall reserves the right to require any person behaving inappropriately to leave the premises.

11. Food and Hygiene

Anyone preparing, serving or selling food must comply with all applicable food safety and hygiene laws.

The Hirer is responsible for ensuring that food is stored, prepared and served safely.

12. Electrical Equipment

Any electrical equipment brought into the Hall must:

- Be safe and in good working order.
- Be used safely and in accordance with current regulations.
- Not overload electrical circuits.

The Hall reserves the right to prohibit the use of equipment considered unsafe.

13. Property and Equipment

All equipment, decorations, personal belongings and other items brought into the Hall remain the Hirer's responsibility.

The Hall accepts no responsibility for loss, theft or damage to personal property.

Any property left behind after the hire may be removed, stored or disposed of at the Hirer's expense.

Storage arrangements must be agreed in advance.

14. Smoking and Vaping

Smoking and vaping are not permitted anywhere inside the Hall.

Anyone wishing to smoke or vape must do so outside and dispose of cigarette ends and related waste responsibly.

15. Accidents and Incidents

The Hirer must report as soon as possible:

- Any accident involving injury.
- Any dangerous occurrence.

- Any damage to the Hall or its equipment.
- Any failure of Hall equipment.

Where required by law, incidents must be reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR).

16. Fire Risks and Hazardous Materials

The following are prohibited unless specifically authorised by the Hall:

- Highly flammable substances.
- Naked flames other than approved kitchen appliances.
- Combustible decorations.
- Fireworks, pyrotechnics or similar items.

Portable LPG heaters must not be used.

17. Animals

Assistance dogs are welcome in the Hall.

No other animals may be brought onto the premises without prior permission.

18. Advertising and Promotion

The Hirer must not display or distribute unauthorised advertisements, posters or promotional material in a manner that breaches local authority regulations or causes nuisance.

The Hirer is responsible for any claims or costs arising from unlawful advertising.

19. Sale of Goods

Anyone selling goods at the Hall must comply with all relevant consumer protection and trading legislation.

20. Recreation Ground

Use of the Recreation Ground adjacent to the Hall is not included within the Hall hire unless separate permission has been obtained from Misterton Parish Council.

21. Cancellations

Hirer Cancellation

If the Hirer cancels:

- More than 28 days before the event date, a refund of 100% of any hire fees paid will be made.
- Between 14 and 28 days before the event, 50% refund will be made.
- 14 days or less before the event date, no refund will be given.

The Hall may, at its discretion, provide a greater refund if the cancelled booking can be re-let.

Hall Cancellation

The Hall reserves the right to cancel a booking where:

- The Hall is required as a polling station.
- The proposed use may breach legal requirements.
- Unlawful or inappropriate activities are likely to take place.
- The Hall becomes unavailable or unsafe.
- The Hall is required in response to an emergency.

In such circumstances, any fees paid will be refunded in full, but the Hall will not be liable for any additional losses or expenses incurred by the Hirer.

22. End of Hire Requirements

At the end of the hire period, the Hirer must:

- Leave the Hall, kitchen, toilets and surrounding areas clean and tidy.
- Sweep floors where necessary.
- Return tables, chairs and equipment to their designated storage locations.
- Remove all decorations and personal property.
- Switch off lights and appliances.
- Close windows.
- Lock and secure the building as instructed.

Additional charges may be made where extra cleaning, repairs or reinstatement are required.

23. Rubbish and Recycling

All rubbish generated during the hire must be removed from the premises and taken away by the Hirer.

No rubbish may be left inside or outside the Hall.

Failure to remove rubbish may result in additional charges and may affect the return of any deposit paid.

24. Alterations and Decorations

No alterations may be made to the Hall without prior written permission.

Nothing may be fixed to walls, ceilings, doors, windows or other surfaces in a way that may cause damage.

The Hirer is responsible for repairing or paying for any damage caused by decorations, fixtures or displays.

25. General

The Hall reserves the right to refuse future bookings from any Hirer who breaches these Terms and Conditions.

If any part of these Terms and Conditions is found to be unenforceable, the remaining provisions shall continue in full force and effect.

These Terms and Conditions are governed by the laws of England and Wales.