

Terms and Conditions of Hire

These Terms and Conditions set out the agreement between **Monxton and Amport Village Hall Charity (Charity No. 301893)**, acting through its Trustees (“the Trustees”), and the person or organisation hiring the Hall (“the Hirer”). By signing a hire agreement or making a booking via the online booking system, the Hirer enters into a legally binding contract on the terms below. This agreement is governed by the laws of England and Wales, and the courts of England shall have exclusive jurisdiction.

1. Definitions

The Hall: Monxton and Amport Village Hall, including the building, fixtures, fittings, contents and grounds.

Hire Period: The period for which the Hall is booked, including agreed set-up and set-down time.

Booking Administrator: The person authorised by the Trustees to manage bookings.

2. Use of the Hall

- 2.1 The Hall may only be used for the purpose stated in the booking. Sub-letting or use for unlawful or unsuitable activities is strictly prohibited.
- 2.2 The Hirer must not do anything which may invalidate the Charity’s insurance policies.
- 2.3 Smoking and vaping are strictly prohibited anywhere in the Hall, including the main room, kitchen and toilets. Smoking outside is permitted but outside the covered entrance area.

3. Capacity The maximum number of persons permitted in the Hall at any one time, including helpers and performers, is **200**. This limit must not be exceeded.

4. Hire Charges, Payment and Deposits

- 4.1 Unless otherwise agreed in writing, the Hirer will be invoiced for the hire charges and a deposit, with the exception of Regular Hirers (defined as having more than 6 consecutive weekly, bi-weekly or monthly hires) who will not be charged a cleaning fee or a deposit.
- 4.2 Full payment must be received within **10 days of invoicing** and no later than **5 days before the event**.
- 4.3 If payment is not received by this deadline, the Trustees reserve the right to cancel the booking and re-let the Hall.
- 4.4 A **£150 damage and cleaning deposit** is payable for all events.

5. Deposit, Damage and Cleaning

- 5.1 The Hirer must leave the Hall and grounds undamaged and in the same condition and level of cleanliness as at the start of the Hire Period.
- 5.2 The Trustees may retain all or part of the deposit to cover: Damage to the building, fixtures, fittings or contents (whether accidental or otherwise); Loss of contents; Utilities left running after the event; Additional cleaning beyond normal requirements; Rectification of blocked toilets or drains.
- 5.3 If the cost of repairs or cleaning exceeds the deposit, the Trustees reserve the right to invoice the Hirer for the balance.

- 5.4 In the event of damage, the Trustees will notify the Hirer at least one week before authorising remedial work and obtain at least two quotations where reasonably practicable, seeking to minimize costs.
- 5.5 A sign-in book is located at the entrance. The Hirer is required to sign in on arrival and record any existing damage or non-working items. Where practical, the Hirer is encouraged to take photographs as evidence. Any significant pre-existing damage must be reported to the Booking Administrator before the event begins.

6. Access, Keys and Security

- 6.1 Access to the Hall is via a key safe attached to the left pillar of the entrance. The code will be provided once full payment has been received.
- 6.2 The Hirer is responsible for the security of the Hall throughout the Hire Period, including set-up and set-down time.
- 6.3 All doors and windows must be secured and keys returned to the keysafe immediately after the event.
- 6.4 Lost or unreturned keys will be charged at **£30**.

7. Hire Period and Facilities

- 7.1 The Hire Period begins when the Hirer takes possession of the Hall.
- 7.2 For Regular Hirers of the hall *only*, the booking includes **15 minutes before and after** the booked time for set-up and set-down. Should more time be needed for set-up or set-down, this must be included in the hire period.
- 7.3 The hire charge includes electricity, water and use of the kitchen facilities.

8. End-of-Hire Checks Before leaving the Hall, the Hirer must ensure that: All cooking equipment and electrical appliances are switched off and unplugged; Fridge doors are closed; Internal doors are closed; All lights are switched off; All external doors and windows are secured; The kitchen and all areas used are left clean and tidy; There are no smouldering fires or safety hazards; All taps are turned off.

9. Equipment Brought into the Hall

- 9.1 All equipment brought into the Hall by the Hirer (“Event Equipment”) is the responsibility of the Hirer.
- 9.2 Electrical equipment must be safe, in good condition and, where appropriate, PAT tested.
- 9.3 All Event Equipment must be removed at the end of the Hire Period.
- 9.4 The Trustees accept no liability for injury or damage caused by Event Equipment.
- 9.5 Decorations, banners, balloons or other items may be used and sympathetically fixed to beams but not to walls.
- 9.6 All materials relating to the hire must be removed from the hall at the end of the hire period, including all rubbish and recyclables.

Equipment not permitted The following equipment is not permitted: Barbecues inside or within the grounds; Candles (except small candles on birthday cakes and electric candles); Fireworks of any kind; Heaters of any type.

10. Fire Safety and Emergency Procedures The Hirer is responsible for informing attendees of fire safety arrangements, including: Fire exits and emergency exits; Location of fire extinguishers and the first aid box; Keeping exits and access routes clear; Ensuring emergency service access at all times.

In the event of fire: 1. Sound the alarm; 2. Evacuate the building immediately by the nearest exit; 3. Check all persons have left the building; 4. Call the Fire Brigade; 5. Use the fire extinguisher if required and safe to do so.

The fire assembly point is **the grass verge on the opposite side of the road to the hall, bordering Monxton Manor Woods.**

11. Noise, Music and Entertainment

- 11.1 All music and entertainment must end by **11.30**.
- 11.2 The Hall must be vacated by **midnight**.
- 11.3 The Hirer must ensure that noise is kept to a reasonable level and that attendees do not cause disturbance to local residents, particularly on arrival and departure.
- 11.4 Roads, driveways and entrances must be kept clear of obstruction.

12. Alcohol and Bar Arrangements

- 12.1 A licensed bar requires prior written permission from the Booking Administrator and evidence of a license to sell alcohol.
- 12.2 Where alcohol is sold, all licensing laws must be complied with, and alcohol sales must cease by **11pm**.
- 12.3 All licensing and bar arrangements are the sole responsibility of the Hirer.

13. Licences and Legal Compliance

- 13.1 Activities must comply with laws relating to gaming, betting or lotteries.
- 13.2 The Hirer is responsible for obtaining any required Performing Rights Society (PRS) and Phonographic Performance Limited (PPL) licences.
- 13.3 Live music requires written permission from a Trustee.

14. Supervision and Stewarding For events open to the general public: A minimum of **three** responsible persons over the age of 25 must be present; Where the majority of attendees are under 16, a minimum of **five** such persons is required. These persons must have no other duties and are responsible for supervision and maintaining good order.

15. Insurance and Liability

- 15.1 The Hirer must arrange adequate insurance cover appropriate to the activities being held.
- 15.2 The Trustees accept no responsibility for loss or damage to personal property.
- 15.3 To the extent permitted by law, the Trustees shall not be liable for injury to persons inside or outside the Hall.

16. Cancellations and Trustee Rights

- 16.1 In the case of a hire greater than 4 hours, if the Hirer cancels less than **two weeks** before the Hire Period the full hire charge is payable.
- 16.2 In the case of a hire of less than 4 hours, if the Hirer cancels less than **one week** before the Hire Period the full hire charge is payable.
- 16.3 Where the required notice period is given, the hire fee will be refunded.
- 16.4 The Trustees reserve the right to cancel a booking if the Hall is required as a polling station, providing at least 2 months' notice. In such cases, all fees and deposits will be refunded in full.

- 16.5 The Trustees may inspect the Hall during the Hire Period and may terminate the hire if any Terms and Conditions are breached.

17. Regular Hirers

- 17.1 Regular Hirers (defined as weekly, bi-weekly or monthly) are responsible for booking sufficiently far ahead to ensure continuity of hire – a minimum of 12 months ahead is recommended.
- 17.2 Should a booking request be forthcoming that is in direct conflict with a regular booking slot which has not yet been reserved, the Booking Administrator will endeavour to advise the regular booker of the new request before approving the new booking. However, it remains ultimately the responsibility of the regular booker to book sufficiently far ahead.

18. Third Party Rights The Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement.

19. Force Majeure Neither party shall be liable for failure to perform obligations due to events beyond reasonable control, including acts of God, government action, fire, epidemic, or failure of utilities. *Monxton and Ampport Village Hall – Charity Registration No. 301893*