

# **Mortimer (St John's) Village Hall**

## **Terms & Conditions of Hire**

### **March 2022**

#### **1. Definitions**

- 1.1 Mortimer (St John's) Village Hall (MVH) is managed by a group of volunteer Trustees.
- 1.2 MVH is administered by the Trustees who receive and confirm bookings, arrange access, inform Hirers of the terms and conditions of hire, and monitor adherence to these.
- 1.3 The Hirer refers to the person or organisation hiring MVH for any event. It is the Hirer's responsibility to ensure that any persons on the premises for the duration of their booking adhere to the terms and conditions of hire set out in this document.

#### **2. Acceptance of Terms and Conditions**

Use of MVH is subject to the following Terms and Conditions. By making a booking and/or using MVH the Hirer accepts and agrees to these Terms and Conditions. The Hirer agrees to abide by and enforce the Terms and Conditions of Hire and sign the Hire Agreement (covering a period of up to 12 months) before using any of MVH Facilities. Any incident arising from a breach of the Terms and Conditions of Hire will be the sole responsibility of the Hirer. Any such breach will result in loss of deposit and could incur additional charges.

#### **3. Opening Hours**

MVH is normally available for hire between 8 a.m. to 11 p.m. throughout the year (music may not be played beyond 11 p.m.).

#### **4. Village Hall Equipment and Facilities**

- 4.1 MVH comprises the Main Hall, Stage, two back rooms and kitchen.
- 4.2 The booking of facilities within the Hall shall entitle the Hirer to the use of MVH equipment by agreement with the Trustees, such as tables and chairs, kitchen equipment and utensils on the condition that all equipment is returned, clean and undamaged at the end of the booking.
- 4.3 Wifi is available within the building. The access can be supplied on request.
- 4.4 Car parking is available in the Hall car park for up to 8 cars. There is also parking in the Village car park across the road for up to 18 cars. Vehicles must not be parked on the highway or at the entrance or exit from MVH. There is one disabled bay. The trustees advise the Hirer to supervise parking when a high attendance is expected and reminds Hirers that parking on pavements is not permissible.
- 4.5 Any damage or failure of equipment must be reported to the Trustees.
- 4.6 The permission of the Trustees must be obtained before goods or equipment can be stored in the premises overnight.

#### **5. Booking Process and Conditions**

- 5.1 MVH may be hired by anyone 18 (21) years old or over.
- 5.2 Bookings will be completed using the online booking system available from the MVH website (<http://www.stjohnshallmortimer.org/>)

5.3 The Trustees reserve the right to refuse a booking of MVH if they consider that the hiring would lead to a breach of the Terms and Conditions of Hire or if for any reason the premises are considered unfit for the intended use.

5.4 The Hirer agrees to indemnify the trustees for the cost of repairs of any damage done to any property or contents during the hire.

5.5 The Hire of MVH does not entitle the Hirer to occupy the premises at any time other than the specific hours for which the Hall has been hired unless prior arrangements have been made with the Trustees.

5.6 Keys can be collected from Dad's Shop (across the road) during normal opening hours. Opening times are: Monday to Friday: 8:00am - 5:30pm, Saturday: 8:30am - 5:30pm, Sunday: Closed.

5.7 Keys are to be returned to Dad's Shop (posted through the letterbox if necessary).

5.8 The Hirer agrees to take responsibility at the end of the hire period, to ensure that the premises are left clean and tidy, the doors and windows locked, and the front door secured.

5.9 By entering into this agreement, the Hirer accepts that Trustees will hold their details for the purpose of carrying out the booking. Trustees will not use this information for any other purpose apart from this and/or any future bookings the Hirer may make.

## 6. Hire Charges and Payment Policy

6.1 The Trustees review and set hall booking fees annually on or around 1st January each year. The fee applicable to a booking shall be that in force at the time the event is held (i.e. all advance bookings will be subject to any revision in hire rates formally approved by the Trustees).

6.2 All bookings must be paid with 30 days of the invoice being raised and before the event in all cases. If the invoice is not paid within the required timescales, the event may be cancelled.

6.3 The Trustees reserve the right to request a deposit from any user.

6.4 If any damage occurs during use of the Hall, the Trustees reserve the right to recover all incurred costs from the Hirer.

## 7. Cancellations

7.1 Cancellation by the Hirer will incur the following charges:

Notice given to cancel	Booking Charge
More than 14 days	25% of the total hire charge
Within 14 days	50% of the total hire charge
Within 7 days	100% of the total hire charge

7.2 The Trustees reserve the right to cancel any hiring by written notice to the Hirer in the event of:

7.2.1 the premises being required as a Polling Station.

7.2.2 the Trustees considering that the hire will lead to a breach of the licensing conditions, legal or statutory requirements, or that unlawful or unsuitable activities will take place as a result of the hire.

7.2.3 the premises becoming unfit for the use intended by the Hirer.

7.2.4 an emergency requiring use of the premises as a shelter for victims of disaster.

7.3 In any such case the Hirer shall be entitled to a full refund of any money already paid, but the Trustees shall not be liable to the Hirer for any resulting direct or indirect loss or damage whatsoever.

## **8. Before your booking**

8.1 The Trustees' Public Liability Insurance shall be extended to each organisation or person whilst using MVH (during a booking agreed with Trustees), subject to their fulfilment of the Terms and Conditions of the cover (available on request). This Public Liability cover shall not apply to any organisation or person using the hall for commercial or business purposes. Such organisations or persons should arrange their own Public Liability Insurance. All Hirers are advised to consider the need for their own Public Liability or other insurance to cover their activities.

8.2 MVH insurance does not cover items owned by hall users. Equipment brought into and/or left in MVH is entirely at the owner's risk.

8.3 It is the Hirer's responsibility to ensure that any sub-contractor, who provides equipment, or a service has appropriate Public Liability Insurance.

## **9. Licences**

9.1 MVH holds a Performing Rights Society Licence and Public Performance Licence which permits the use of copyright music in any form (e.g. record, CD, tapes, radio, television or by performers in person). If other licences are required in respect of any activity in the Hall, the Hirer must ensure that they hold the relevant licence and, where necessary, bear the cost of such licence.

9.2 Sale of Alcohol: MVH is not licensed for the sale or supply of alcohol. No alcohol is permitted to be sold for consumption in any part of the premises without express permission of the Trustees in writing. With written agreement from Trustees the Hirer will be responsible for submitting the necessary Temporary Event Notice (TEN) to the Licensing Authority and the Police no later than 10 working days before the event. A copy of the TEN must be on the premises during the event. The Police and Local Authority have rights of entry to the premises to assess the likely effect of the TEN on crime prevention.

## **10. Health and Safety**

10.1 Maximum Capacity: To comply with Fire Authority and Local Authority conditions the number of persons occupying MVH is restricted to:

- 70 for a seated event;
- or
- 120 if not seated.

10.2 The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, the Licensing Authority or otherwise, particularly in respect of any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

10.3 Upon commencement of the hire, the Hirer must ensure that they have received instruction in the following matters:

- 10.3.1 the action in the event of fire, including calling the Fire Brigade and evacuation of the Hall; the Fire Brigade shall be called however minimal the fire.
- 10.3.2 the location of the fire and first aid equipment.
- 10.3.3 escape routes and the need to keep them clear.
- 10.3.4 method and operation of emergency exit door fastenings.

10.4 In advance of entertainment the Hirer shall check to ensure that:

10.4.1 all fire exits are unlocked, and escape routes clear of obstruction.

10.4.2 fire doors are not wedged open.

10.4.3 exit signs are illuminated.

10.4.4 there are no obvious fire hazards on the premises.

10.5 Smoke machines and/or dry ice machines are not permitted in MVH as they activate the fire alarm. Any call out of the Trustees' representative or fire alarm company to disarm the fire alarm will be charged to the Hirer at the Trustees' then-current rate.

10.6 Barbeques are not permitted.

10.7 Candles are not permitted (celebration cake candles are permitted).

10.8 The Hirer shall ensure that any electrical equipment brought by them to the premises is in good working order and has been Portable Appliance Tested (PAT) within the past year.

## **11. During your booking**

11.1 The Hirer must not engage in any activity which prevents them from exercising general supervision.

11.2 All functions for persons under 18 years must be always stewarded by an adequate number of adults and with a minimum of one adult per 10 young persons and a minimum of three adults.

11.3 All supervising adults must be aware of their essential roles with respect to fire and other emergencies.

11.4 The Hirer shall, during the period of hiring, be responsible for supervision of:

11.4.1 the premises, the car park and grounds, the fabric and the contents; their care, safety from damage however slight or change of any sort;

11.4.2 the behaviour of all persons using the premises whatever their capacity;

11.4.3 car parking arrangements so as to avoid obstruction of the highway.

## **12. Sale of Goods**

If selling goods on the premises, the Hirer shall comply with the Sale of Goods Act 1979 (as amended).

## **13. Loss of Property**

The Trustees accept no responsibility for damage to, or the loss of, or the theft of any Hirer's or user's property or effects.

## **14. Prohibitions**

14.1 The entire MVH is a NON-SMOKING venue.

14.2 There is a total ban on the use of fireworks or any form of pyrotechnics within, or in the grounds of, MVH unless agreed with the Trustees.

14.3 The Hirer shall ensure that no animals (including birds) are brought into any part of MVH or its grounds. The only exceptions will be guide dogs or any assistance dog, or a special event agreed by the Trustees.

14.4 The Hirer shall not use any form of adhesive on the fabric of the building.

14.5 Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries and the Hirer shall ensure that the requirements of the relevant legislation are strictly observed.

14.6 The Hirer shall not sublet MVH or any part thereof.

## **15. Nuisance**

- 15.1 MVH is a community facility primarily for the benefit of Mortimer and other local residents. It is located in a residential area and any use of MVH must be made with due consideration to nearby residents. Hirers and organisers of events in MVH are responsible for ensuring that the noise level at their function is not such as to interfere with others within the premises or to cause inconvenience or annoyance to occupiers of nearby houses.
- 15.2 Live and recorded music may not be played outside except during official village events.
- 15.3 The Hirer is responsible for minimising all undue noise on arrival and departure, especially late at night.
- 15.4 It is the responsibility of the Hirer to ensure that all electrical equipment is disconnected before departure.
- 15.5 The Trustees reserve the right to terminate a booking where the hiring has become disorderly, where offensive material or behaviour is in evidence, or where it deems noise to be excessive and causing a nuisance; and to report such matters to the appropriate authorities. In such case, no refund of any MVH fees will be made.
- 15.6 If a member of Trustees is called out to MVH because of a complaint from a resident or for any other reason, during the hire period, a call out fee will be charged to the Hirer at the Trustees' then-current rate or deducted from any deposit held.

## **16. At the end of your booking**

At the end of the booking, the Hirer will be responsible for:

- 16.1 leaving the hall in a clean and tidy condition; including removing all food and drink from the building, disposal of refuse into the wheelie bins provided, or, if the bins are full, removed from the site;
- 16.2 ensuring that all internal doors are closed, external doors and windows are closed and locked and the building is left in a safe condition and, with particular regard to fire safety, ensuring that all electrical appliances and lights are turned off.

Should the Hirer not vacate the premises at the end of the hire period, additional time will be charged at twice the applicable rate. In addition, a further call-out fee may be levied.