



Moulton Community Association CIO

**as owner and operator of Moulton Community Centre and Moulton Village Hall,
Broad Lane, Moulton, Spalding, Lincolnshire. PE12 6PN**

Standard Conditions of Hire Agreement

By confirming your booking you acknowledge that you have read, understood and agree to all the conditions listed and you are entering into a contract that could be used in evidence should legal action become necessary.

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

Definitions

Unless otherwise stated:

- “Us” and “We” and “MCA” means Moulton Community Association Charitable Incorporated Organisation as operated by its Trustees and Officers;
- “You” means you as the Responsible Person being the Hirer whether solely you as an individual or on behalf of a group or organisation;
- “The Premises” means Moulton Community Centre (the Community Centre) and Moulton Village Hall (the Village Hall) and the car park and other external area comprising the premises.

1. Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

Where an organisation is named that organisation shall also be considered the hirer and shall be jointly liable with the person who signed the contract.

2. Supervision

During the period of the hiring, you are responsible for:

- a. supervision of the premises, the fabric and the contents;
- b. care of the premises, safety from damage however slight or change of any sort;
- c. 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 car park or access to neighbouring premises.

As directed by us, you must make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

3. Behaviour

MCA expects its hirers and those accompanying them to act in a polite and respectful manner. Any violence or abuse of any kind, in person or in any form of communication, directed at MCA's Trustees, Officers, Employees, Volunteers or Contractors or other hirers will not be tolerated and will result in cancellation of present or future bookings, the retention by MCA of any deposit held, and such other legal redress as may be available to MCA.

4. Use of premises

You must not use the premises (including the car park) for any purpose other than that described in the booking and you must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written consent.

Please ensure that any outside caterers and contractors are aware of the hire period, they can access the venue 15 minutes before to set up and 15 minutes after to clear

up. If you need more than 15 minutes this must be added to your hire period so as not to cross into other hirers events.

The Community Centre is licensed for singing, dancing and live music but not for the sale of Alcohol. All functions in the Community Centre must comply with the conditions of our Premises Licence, details of our Premises Licence are available on the booking website. In consideration of our neighbours, the Village Hall does not hold a Premises Licence as bookings in the Village Hall are restricted to quieter events that must end before 11pm, music is only allowed up to 9pm.

If you want to sell alcohol at your event, you must state this in your booking. MCA Trustees will need to give permission for you to sell alcohol at your event, as we are limited to the number of times this can happen. Once you have received permission from the Trustees, you will need to apply to South Holland District Council as the Licensing Authority for a Temporary Event Notice (TEN) which will give you consent to sell alcohol at your event. A copy of your TEN should be sent to the Bookings Officer. Failure to comply with this condition will result in your event being cancelled without compensation.

5. Access to Premises

The keys for both the Community Centre and the Village Hall are stored in a key box to the right of their respective main doors, the Community Centre front door and the Village Hall side door. The codes for the key boxes are changed regularly.

Regular commercial or private hires will be sent the new codes via email by the Bookings Officer ready for the start of the new month. Single commercial or private hires will be sent the code when the hire invoice has been paid in full.

You will be responsible for closing all windows and locking all doors at the end of your event, returning the keys to the key box and scrambling the code. The front door of the Village Hall, if opened, must be locked from the outside.

6. Insurance and indemnity

- a. You are liable for:
 - i. costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents;
 - ii. costs arising from any accident or incident relating to equipment you have brought in. You will also be liable for any damage to the hall caused by said equipment;
 - iii. costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WiFi service;
 - iv. all claims, losses, damages, and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service; and
 - v. all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service, and subject to sub-clause (ii), you must indemnify us against such liabilities.
- b. We will take out adequate insurance to insure the liabilities described in sub-clauses a (i) and(ii) above and may, in our discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses a (iii) and (iv) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
 - i. any insurance excess incurred; and
 - ii. the difference between the amount of the liability and the monies we receive under the insurance policy.
- c. Where we do not insure the liabilities described in sub-clauses (a) (iii) and (iv) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other

evidence of cover to our Bookings Officer. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

d. Our insurance does not cover you bringing a bouncy castle onto our premises. We do allow bouncy castles, as set out below, but in the Ward Hall only. We are not liable for any incident or accident relating to bouncy castles, or other equipment brought in by yourself. You will also be liable for any damage to the hall caused by said bouncy castle or other equipment.

If you do wish to have a bouncy castle in the Ward Hall as part of your event you must inform us at the point of booking of your intention and you must provide the bookings officer with a copy of your suppliers Public Liability Insurance before the event. If you fail to do this your event will be cancelled.

We are insured against any claims arising out of our own negligence.

7. Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

8. Music Copyright licensing

We hold the relevant licence under Performing Right Society (PRS) in both the Community Centre and the Village Hall for the performance of copyright music to be played at private and not for profit functions. It is your responsibility to check whether you require a Phonographic Performance Limited (PPL) licence for your event.

Under our PRS licence you are covered for live music, where people sing and/or play copyrighted music, as long as they do not use a recorded background.

9. Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

10. TV

The Community Centre and the Village Hall do not have a TV Licence, therefore you must not watch any live or catch-up TV in either of the premises using a device that is plugged into the mains, this includes plugging a device in for the purposes of charging.

Live TV and catch-up/streaming TV can only be watched if the user has their own TV Licence and if the device is not plugged in at the premises.

You, as the hirer will have sole responsibility for ensuring that all your attendees are aware of this and you accept responsibility for any breach of this TV licence regulation.

11. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. The Deregulation Act 2015 requires you to have our written permission to show a film. This Agreement confers the required permission on you.

12. Safeguarding children, young people, and adults at risk

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. Hirers, who are organisations, must when requested provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps

must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported, see our Safeguarding Persons at Risk policy which is on both our bookings website and the Community Centre website.

Children are not allowed in the kitchen facilities in either the Community Centre or the Village Hall.

13. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority and the Licensing Authority, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

You must also comply with our health and safety policy, which can be found on our bookings website and the Community Centre website.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Bookings Officer. Neither of the halls have a telephone, please ensure that you have a mobile phone with you.

You must familiarise yourself with the:

- Fire exits and the assembly point;
- Location of the first aid kit; and the
- Location of the accident reporting book.

A map showing this information is available on our bookings website and also on the notice boards in each hall.

Whilst using the Community Centre and/or Village Hall, you must

- Ensure clear and unobstructed access is maintained to all emergency exits;
- Ensure fire doors are not propped open or left open at any time;

- Familiarise visitors with the position of fire alarm points, fire exits and the fire assembly point.

14. Car Park

MCA is the owner of the premises including the car park and other external areas. Please note that the car park is publicly accessible at all times, by vehicles and pedestrians, including children. The car park also provides rights of access to other premises, not owned by MCA.

The use of the car park is at your own, and your attendees, risk, we accept no liability for loss or damage arising from the use of our car park.

Car parking should be in the designated car park, space permitting, or on the public road. The land beyond the fence and the white gate is private land and belongs to the Moulton Harrox Sports & Social Society, this land should only be used with the prior agreement of the Moulton Harrox Sports & Social Society.

15. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

16. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- a. no one attending the event consumes excessive amounts of alcohol;
and
- b. no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

17. Food, health and hygiene

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. Both the premises are provided with a refrigerator.

You are also responsible for bagging and removing all rubbish at the end of your hire, please see the End of Hire Checklist for further information. The End of Hire Checklist forms part of these Standard Conditions of Hire.

18. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

19. Stored equipment

We accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- a. your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended;
- b. your failure to dispose of any property brought on to the premises for the purposes of the hiring.

There will be an annual inspection of all stored equipment to ensure that no dangerous items are being stored on the premises and that storage spaces are being kept tidy so as not to become a fire or health hazard. You will be notified when an inspection is due to take place and you must either attend in person or make suitable arrangements to give access.

20. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke or vape does so outside and disposes of cigarette ends, matches, packaging etc. in a tidy and responsible manner, so as not to cause a fire or cause littering.

21. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible, do this by completing the next page in our accident book and send an e-mail to mcabookings@aol.com. The accident book can be found in the kitchen in both the Community Centre and the Village Hall.

22. Explosives and flammable substances

You must ensure that:

- a. highly flammable substances are not brought into, or used in any part of the Premises;
- b. no internal decorations of a highly combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

23. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

You must not attempt to alter the heating controls, either on the control panel or on individual radiators.

24. Animals

No dogs other than Guide dogs, Hearing dogs and assistance dogs are allowed on the premises. Any issues arising from such dogs being in the premises must be disclosed to the Bookings Officer immediately after your event. No animals whatsoever are allowed in the kitchens at any time.

25. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep us indemnified accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

26. Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

27. WiFi Services

When using the WiFi service you agree at all times not to use the WiFi service for any for the following purposes:

- a. disseminating any unlawful, harassing, libellous, abusive, threatening, harmful;
- b. vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;

- c. transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
- d. interfering with any other persons use or enjoyment of the WiFi service;
or
- e. making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;

28. Termination of the WiFi service

We have the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- a. if you use any equipment which is defective or illegal;
- b. if you cause any technical or other problems to our WiFi service;
- c. if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
- d. if you resell access to our WiFi service; or
- e. if you use our WiFi service in contravention of the terms of these Standard Conditions.

29. Availability of WiFi Services

Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.

It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the main hall.

We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

30. Privacy and Data Protection

Whilst we do not collect and store personal data through your use of our WiFi service, device addresses, IP addresses and identifiers will be recorded along with network usage including but not limited to information on websites or services accessed including timestamps.

We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service.

By using our WiFi service, you agree to the terms of this clause 26. If you would like more information or object to anything in these conditions, you should, in the first instance, speak to the Bookings Officer.

31. Payment

“Regular” hires are those that occur once or more within any calendar month and are ongoing without an end date. MCA acknowledges that some regular hirers may not require their bookings in or around holiday periods.

“Infrequent” hires are those that occur once or more within any calendar month for a specified period of time ie they have an end date.

“One off” hires are single event bookings.

Regular commercial and private hires will be invoiced monthly, unless you have asked to be invoiced on an annual basis in advance. In all cases invoices must be paid in full within one calendar month of the invoice date. Late payment may result in the access details for the key safe being withheld and future bookings being declined or cancelled.

Infrequent commercial and private hires will be invoiced upon receipt of the booking. You must pay both the security deposit and the hire fee in full within 7 days of the invoice date. Your booking is not confirmed until we receive payment in full, failure to pay in the above time frame will result in all your event dates being cancelled. Access details for the key safe will be sent to you closer to the date of your event, but will not be sent until your invoice has been paid in full.

One off commercial or private hires will be invoiced upon receipt of the booking. You must pay both the security deposit and the hire fee in full within 7 days of invoice date. Your booking is not confirmed until we receive payment in full, failure to pay in the above time frame will result in all your event dates being cancelled. Access details for the key safe will be sent to you closer to the date of your event, but will not be sent until your invoice has been paid in full.

In all cases payment is to be made by bank transfer, the account details will be on your invoice.

Please quote the invoice number when making your payment.

In all cases MCA reserves the right to charge, after giving notice, interest at the official Judgment Rate on any overdue hire fees.

32. Cancellation

If you cancel a booking at least 14 days before the date of the event we will return any hire fees already paid in full. In the instance of infrequent bookings the security

deposit will be held if there are further dates left on the booking, or returned in full if it is the last date on the booking. For one off bookings the security deposit will be returned in full.

Where a booking is cancelled less than 14 days before the event, the hire fee remains due in full. If the hire fee has not been paid at the point of cancellation we will still require the payment of the hire fee or we may deduct it from any funds already received and return the balance.

In all cases you must notify us directly that you wish to cancel, this can be by e-mail or phone. Notices posted on social media are not acceptable. Where you do not use the hall, but have not informed MCA, the hire fee remains payable to MCA and a refund will not be issued.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- a. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- b. our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- c. the premises becoming unfit for your intended use;
- d. an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters. In any such case you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

33. End of hire

You are responsible for;

- leaving the premises, including floors, the kitchen, toilets and the surrounding area, in a clean and tidy condition. Please ensure that tables are wiped clean before being re-stacked. Cleaning materials can be found in the kitchen and in a cupboard in the hall in both the Community Centre and the Village Hall. We do not provide tea towels and towels;
- returning any contents, including chairs and tables, that have been temporarily removed from their usual positions have been properly replaced. Chairs should be turned to face the wall. Do not stack in front of radiators;
- emptying the fridge and kitchen of all food and drink, unless prior arrangement has been made with the Trustees. Kettles and urns must be emptied of water, and where used the hot water must be turned off;
- checking that appliances have been turned off or disconnected, with the exception of the fridges;
- checking that the taps in the kitchen and toilets have been turned off;
- ensuring that the premises are properly locked and secured, unless directed otherwise. The code on the key lock box must be scrambled after the keys have been returned; and
- removing all rubbish from the premises, external bins are only for MCA use.

Failure to comply with the above will result in additional charges, or the withholding of 50% or all the security deposit.

34. No alterations

You must not make any alterations or additions to the premises, nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them, you must make good to our satisfaction any damage you cause to the premises by such removal.

35. No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

Appendix

Bookings website <https://hallbookingonline.com/moulton>

Moulton Community website <https://moultoncommunitycentre.co.uk/>