

# Millbrook Village Hall

## Standard Conditions of Hire

These standard conditions apply to all hiring the Millbrook Village Hall. If the Hirer is in any doubt as to the meaning of the following, please contact the Millbrook Village Hall Booking Officer.

### 1. Parties to the agreement

1. Millbrook Village Hall (registered charity number 272971), acting by their management committee known as the Millbrook Village Hall Trust (MVHT)

2. The person, including the person acting as a representative in the case of an organisation, whose details are provided in the Booking Form ("Hirer"). The Hirer must be over 18 years of age.

### 2. Use of Premises and capacities

The Hirer shall not use the premises for any purpose other than that described in the Booking Form and shall not sub-hire 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 render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without completion of the 'Permission to Supply Alcohol Form'.

The Hirer shall not permit or cause the premises to be used in excess of their capacities namely:

Seated dining or wedding reception	70 people
Concerts or large meetings	80 people
Receptions, Discos and Parties	100 people

### Car Park capacity

Millbrook Village Hall has limited car parking spaces for **25** average sized cars. Parking is **NOT** permitted on the private road leading to the hall or in any adjacent driveways. Failure to comply will result in a partial retention of your Refundable Deposit. Parking is at owners' risk and MVHT takes no responsibility for any loss or damage to the vehicle including its contents. Any cars left overnight must be removed by 10am the following morning.

### 3. Period of hire and departure

The minimum hire period is 3 hours. The hours booked must include time for setting up before, clearing away and cleaning up after the event. The premises are available to the Hirer between the hours booked only. The Hirer must vacate the premises no later than the end time for the session.

### 4. Making a Booking

The Hirer is to make a booking enquiry via the enquiry page on the website or by email to [bookings@millbrookvillagehall.co.uk](mailto:bookings@millbrookvillagehall.co.uk). Regrettably, the MVHT is unable to accept bookings for teenage (over the age of 13yrs) birthday parties. The MVHT reserves the right to refuse a booking.

Upon acceptance of the booking enquiry, the Bookings Officer shall email to the Hirer a 'link' to the online booking form to be completed and submitted. Where applicable, the 'Permission to Supply Alcohol' section should be completed on the Booking Form.

The Hirer is then required to pay the full fee including the refundable deposit within **7 days** of receiving the link – our bank details are given on the booking form. Only when the completed Booking form and payment in full is received, will your booking be secure. Failure to do so could result in the date being offered to the next enquirer.

The deposit will be returned to the Hirer within 14 days of the end of hire. The MVHT reserves the right to withhold part or all of the deposit, should there be a need to make good any damages/losses etc or parking misdemeanour, as per these conditions of hire.

## 5. Supervision

The Hirer shall, for the duration of the hire period, be present throughout and be responsible for

1. supervision of the premises, the fabric and the contents; their care, safety from damage however slight
2. providing all necessary stewards for the purpose of maintaining good behaviour of all persons using the premises, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.
3. ensuring the premises is not left unattended or unsecured at any time during the hire period.

As directed by the MVHT, the Hirer shall 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.

## 6. Right of Entry

The Trustees and Committee, or persons authorised by them, shall have the right of free and unimpeded entry to the premises at all times.

## 7. Gaming, Betting and Lotteries

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.

## 8. Licences

MVHT holds a Premises License which allows for:

### **Supply and Sale of alcohol:**

Monday to Thursday 12.00hrs to 23.00hrs  
Friday and Saturday 12.00hrs to 24.00hrs,  
Sunday 12.00hrs to 22.30hrs

### **Live music/Recorded music (Indoors):**

Monday to Thursday 12.00hrs to 23.00hrs  
Friday and Saturday 12.00hrs to 24.00hrs,  
Sunday 12.00hrs to 22.30hrs

Non standard timings: one additional hour to terminal hour New Years Eve and New Years Day.

MVHT does not have a licence with the Performing Rights Society for the performance of copyright music or other works.

All hirers who wish to supply or sell alcohol must complete the 'Permission to Supply Alcohol' section of the Booking Form.

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to the consumption of alcohol. The Designated Premises Supervisor has authority to attend any function where alcohol is supplied.

## 9. Drunk and Disorderly Behaviour

The Hirer shall ensure that in order to avoid disturbing neighbours to the premises and to avoid drunk and disorderly behaviour, that;

1. Care shall be taken to avoid excessive consumption of alcohol by the guests/participants.
2. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18.
3. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises.
4. No illegal drugs may be brought onto the premises.

## **10. Public Safety Compliance**

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

The Hirer acknowledges that they are aware of the following matters:

### **Outbreak of Fire**

1. In the event of an outbreak of fire the Fire Brigade shall be called, however slight, and the hall evacuated, as per the Fire Evacuation Procedure notice. Details of the fire outbreak shall be given to the MVHT.
2. The location and use of fire equipment.
3. That all means of escape from the premises must be kept free from obstruction and immediately available for instant free public exit.
4. The method of operating the emergency exit door fastenings.
5. An appreciation of the importance of the fire doors and of closing all fire doors at the time of a fire.
6. That emergency exit signs are kept visible during the whole of the time the premises are occupied.
7. That there are no obvious fire hazards on the premises.

### **Health and Hygiene**

The Hirer shall, 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 all applicable temperature control legislation.

### **Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, unless agreed in advance by the MVHT. No animals whatsoever are to enter the kitchen area at any time.

### **Electrical Equipment Safety**

The Hirer shall ensure that any electrical appliances brought by them, or invited third party, to the premises and used there shall be in safe and good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is available the hirer must make use of it in the interests of public safety. Any failure of equipment belonging to the MVHT must be reported as soon as possible.

There is a maximum 3 metre height restriction for bouncy castles/inflatable toys that are used inside the premises.

The use of 'bubble machines' is **not** permitted.

## Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the MVHT. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## Accidents and Dangerous Occurrences

The First Aid Box is located in the kitchen.

The Hirer must report all accidents involving injury to the MVHT as soon as possible and complete the relevant section in the MVHT's accident book. This is located near to the First Aid Box.

Any failure of equipment belonging to the MVHT or brought in by the hirer that causes injury, must also be reported.

Certain types of accident or injury must be reported on a special form to the local authority. The MVHT will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

## Explosives and Flammable Substances

The hirer shall ensure that

1. no highly flammable substances or explosive are brought into, or used in any part of the premises or its curtilage.
2. no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the MVHT.

## **11. Compliance with The Children Act 1989**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only properly authorised persons have access to children.

## **12. Indemnity**

The Hirer shall indemnify and keep indemnified the MVHT and each member of the MVHT management committee and the MVHT's employees, volunteers, agents and invitees against

1. the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises
2. all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising in connection with the use of the premises (including the storage of equipment) by the Hirer, and
3. all claims, losses, damages and costs suffered or incurred as a result of any damage or nuisance caused to a third party in connection with the use of the premises by the Hirer.

The Hirer is advised to take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under this paragraph 12 and all claims arising as a result of the hire.

The MVHT is insured against any claims arising out of its own negligence.

### **13. Alterations to decoration**

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the MVHT. For example, no sticky tape, Bluetack, glue spot or pins shall be used. The Hirer may use the pinboard and hooks provided. Failure to comply with this condition will result in the MVHT recovering from the hirer the cost for making good any damage incurred.

### **14. Fly Posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified the MVHT and each member of the MVHT's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition.

### **15. Sale of Goods**

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales.

### **16. Cancellation**

1. The Hirer may cancel a booking on 14 days written notice via email to the MVHT. Upon such cancellation the Hire Price and deposit shall be refunded (if already paid), less an administration charge of £10.

2. If the Hirer wishes to cancel the booking upon **less** than 14 days notice, the Hire Price shall not be refundable, however the deposit will be refunded. In certain circumstances, the MVHT may, in its absolute discretion, elect to refund part or all of the Hire Price.

The MVHT reserves the right to cancel this hiring by written or verbal notice at any time to the Hirer in the event of

1. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election or European Community election.

2. 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.

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

4. heavy snowfall making the access to the hall dangerous, the MVHT reserve the right to cancel any booking at very short notice

In any such case the Hirer shall be entitled to a refund of any fee already paid, or the offer of an alternative date. The MVHT shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

### **17. End of Hire**

The Hirer shall leave the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise. The Hirer shall ensure that

1. Any contents temporarily removed from their usual positions are properly replaced.

2. Glasses, cutlery and crockery are washed, dried and returned to their places of storage.

3. Surfaces are cleaned.

4. All food items are cleared away from the oven and the fridge.
5. Toilets are left clean.
6. Floors are swept and mopped.
7. Rubbish is bagged up and taken away.
8. All keys are returned to the key holder as instructed.

If this condition 17 is not adhered to, the MVHT will extract a charge from the Refundable deposit for cleaning and/or breakages and/or damage. Any damages in excess of the Refundable deposit held, will be charged on to the hirer for payment.

## **18. Keys**

The keys remain the property of the MVHT and must be returned to the Key holder or placed in the Key safe as instructed by the Key holder, immediately after the end of the hire period, or any extension that has been specifically agreed with the Booking Officer in advance.

## **19. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night. The Hirer shall, if using sound amplification equipment, avoid excessive noise. No amplified music shall be played outside the premises at any time.

## **20. Stored Equipment**

The MVHT accepts 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 must be removed at the end of each hiring or fees may be charged at the relevant Hire rate for the time that such equipment or property remains at the premises, until the same is removed.

## **21. Possession**

The agreement to hire the premises constitutes permission only to use the premises during the hours stated in the booking confirmation and confers no tenancy or other right of occupation on the Hirer.

None of the provisions of the agreement to hire the premises are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person other than the MVHT and the Hirer.

Any questions? Email [bookings@millbrookvillagehall.co.uk](mailto:bookings@millbrookvillagehall.co.uk)