# MVH2-2MERRIOTT VILLAGE HALL CIO

# HALL HIRE AGREEMENT

# FOR OCCASIONAL HIRE

**Hirers: Please complete two copies of pages 1 to 4 of the Agreement and return both together with the fee and deposit (see details below to pay online) to the person named in 1.2 below. Once signed by both parties a copy of the agreement will be returned to you.**

**Please read, note and take action to comply with the terms and advice given in the Hiring Agreement and in the Information Sheet**

Merriott Village Hall CIO named in clause 1.2 and acting by its management committee or authorised representative (‘MVH’) and the Hirer named in clause 1.3 agree as follows:

1. In consideration of the hire fee described in clause 1.4, MVH agrees to permit the Hirer to use the premises described in clause 1.5 for the period(s) and purpose described in clause 1.1. The details inserted in sub-clauses 1.1 to 1.6 below and the answers to the questions in sub-clauses 1.6 and clause 2 are terms of this agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.
	1. **Hiring details:**

|  |  |
| --- | --- |
| Date: |  |
| Start time (including time for you to set up): |  |
| Finish time (including time for you to clear up): |  |
| Purpose (eg children’s party, 40th party, craft workshop, bingo, fundraising etc…) |  |

**1.2 MVH CIO Registered Charity number 1209414:**

Authorised representative: Michelle Rowswell, 1 Melbury Row, Broadway, Merriott TA16 5QH (or any Trustee).

Telephone: 01460 72508 Email: merriottvillagehall@gmail.com

**1.3 Hirer (must be over 18 years of age at time of booking):**

|  |  |
| --- | --- |
| Name of organisation or person: |  |
| Name of organisation’s representative (if applicable): |  |
| Address of hirer or representative: |  |
|  |  |
|  |  |
| Telephone number: |  |
| Email: |  |

How did you hear about MVH? Please select an option: Online search

**1.4 Hire fee:**

1.4a Fees payable

The Hirer shall pay the hire fee at the time of booking, unless otherwise agreed with MVH.

A refundable damage deposit may also be required at the time of booking. This will be returned within 14 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents nor complaints made to MVH about noise or other disturbance during the period of the hiring as a result of the hiring.

|  |  |  |
| --- | --- | --- |
| Hire Fee |  |  |
| Refundable deposit (subject to conditions above) |  |  |
| **Total** |  | Cash / Cheque / Bank transfer |

To pay by bank transfer:

Bank: CAF Bank Ltd Account Name: Merriott Village Hall CIO

Sort Code: 40-52-40 Account Number: 00037400

To receive your refundable deposit directly into your bank after your event please provide your bank details (this is the quickest method):

|  |  |
| --- | --- |
| Sort code: | Account number:  |

1.4b Cancellation

The Hire Fee will be due in total for any event cancelled less than one week before it is scheduled to take place.

|  |  |  |
| --- | --- | --- |
| **1.5 Premises** | Whole of hall |  |
| Tick as required: | Main hall only |  |
|  | Blake Room only |  |
|  | Kitchen only |  |
|  | Storage of equipment |  |

**1.6 Special conditions**

1. **No large inflatable such as a bouncy castle may be used in the Hall by the Hirer at any time.**
2. **No animals except by prior arrangement with the Trustees.**
3. **Please use the hooks provided to hang up decorations, as damage to the walls will be charged for.**

|  |  |  |
| --- | --- | --- |
|  | **Yes** | **No** |
| (a)Will alcohol be sold?**If yes, you will need permission from MVH prior to applying for a licence (TEN) (Appendix 1).** Failure to do so may result in cancellation of the hiring without compensation because there is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by MVH and local voluntary organisations. |  |  |
| (b)Is the hire for commercial use?If yes, please note the following conditions:Village Halls are usually held on strict trusts with the Charity Commission for the purposes of a Village Hall. MVH is bound to ensure that it is administered in accordance with those trusts. Accordingly MVH is bound to preserve and hereby reserves the right to terminate this Agreement by not less than 7 days’ notice in writing to the Hirer in the event of the hall being required on the same date/time for the fulfilment of its charitable purposes.In the event of such termination by MVH, MVH shall refund to the Hirer all monies paid by the Hirer to MVH. MVH shall not however be liable to make any further payment to the Hirer in respect of expenses, costs or losses incurred directly or indirectly by the Hirer in relation to the termination. |  |  |

MVH has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated. Please indicate which licensable activities will take place at your event. If none apply leave blank but please make sure section 1.1 describes your activity clearly.

|  |  |  |  |
| --- | --- | --- | --- |
| **Activity** | **The hall is licensed**  | **Times for which the activity is****licensed** | **Indicate activities to take place at your event** |
|  |  | Mon – Sat Sunday |  |
| a. The performance of plays | Yes | 09.00 – 00.00 12.00 – 22.30 |  |
| b. The exhibition of films | Yes | 09.00 – 00.00 12.00 – 22.30 |  |
| c. Indoor sporting events  | Yes | 09.00 – 00.00 09.00 – 00.00 |  |
| d. Boxing or wrestling entertainment | No |  |  |
| e. The performance of live music | Yes | 12.00 – 00.00 12.00 – 22.30 |  |
| f. The playing of recorded music | Yes | 12.00 – 00.00 12.00 – 22.30 |  |
| g. The performance of dance | Yes | 12.00 – 00.00 12.00 – 22.30 |  |
| h. Entertainments similar to those in a – g except d. | Yes | 12.00 – 00.00 12.00 – 22.30 |  |
| i. Making music | Yes | 12.00 – 00.00 12.00 – 22.30 |  |
| j. Dancing | Yes | 12.00 – 00.00 12.00 – 22.30 |  |
| k. Entertainment similar to those in i – j | Yes | 12.00 – 00.00 12.00 – 22.30 |  |
| l. The provision of hot food/drink after 11pm | No |  |  |
| m. The sale of alcohol | No | **See 1.6 above for permission to sell alcohol** |  |

* 1. The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers:

|  |  |  |
| --- | --- | --- |
| **Maximum numbers permitted when used for:** | **Main Hall**  | **Blake Room** |
| Closely seated audience | 195\* | 40\* |
| Dancing | 180 | N/A |
| Seated at tables | 90 | 12 |
| Dancing and seated at tables | 110 | N/A |
| \*Note: Total capacity of Hall and Blake Room together must not exceed 195 |

2.2 The hall has a PPL PRS Music Licence for playing and performing music on the premises.

2.3 The Hall has a Data Protection and Privacy Policy which can be viewed at meriottvillagehall.org.uk, or a copy obtained by contacting MVH.

**3.** The Hirer agrees with MVH to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

**4.** It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence or that MVH deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between MVH and the Hirer.

**5.** None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

As Witness the hands of the parties hereto:

Signed by the person, duly authorised, on behalf of MVH:

|  |  |
| --- | --- |
| Signed: | Date: |

Signed by the person named at 1.3 above, duly authorised, on behalf of the organisation named at 1.3 above, where applicable.

|  |  |
| --- | --- |
| Signed: | Date: |

**MVH may be contacted as follows:**

**Caretaker (Martin Rowswell) and Booking Clerk (Michelle Rowswell)**

**Tel: 01460 72508 / 07970 141945**

**Email:** **merriottvillagehall@gmail.com**

**Website: merriottvillagehall.org.uk**

**Standard conditions of hire**

If the Hirer is in any doubt as to the meaning of any of the conditions, the Booking Clerk ( Tel 01460 72508 or mobile 07970 141 945) or MVH should be consulted.

1. **Age**

The Hirer, a person 18 years of age or over, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

**2. Supervision**

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and 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. Hirers are responsible for ensuring that they have read the Information Sheet (copy enclosed), and made members of their party aware of its contents. As directed by MVH, 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.

**3. Use of premises**

The Hirershall not use the premises (including the car park) for any purpose other than that described in the Hiring Agreement and shall 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 onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

The Hirer will ensure that NO skates, roller blades, skateboards, cycles or scooters (except for the disabled) are brought inside the Hall or used on the car park and garden as part of this hiring. The Hirer shall ensure no stiletto heeled shoes are worn in the Hall.

The Hirer will ensure that only SOFT BALLS are used inside the Hall – Plastic and other forms of Hard Balls are not permitted, (except woods used by short mat bowlers).

The Hirer will ensure that no activities, including ball games are allowed as part of this hiring on the car park.

***Hirers are responsible for ensuring that they have read the Information Sheet (copy attached) and made members of their party aware of the contents.***

**4.** **Insurance and indemnity**

**Hirers must report any damage to premises, contents (including crockery etc), staff and agents to the Booking Clerk as soon as possible.**

(a) The Hirershall be liable for:

1. the cost of repair of any damage (including accidental and malicious 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 made against or incurred by MVH, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
3. all claims, losses, damages and costs made against or incurred by MVH, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and

subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of MVH and MVH’s employees, volunteers, agents and invitees against such liabilities.

1. MVH shall take out adequate insurance to insure the liabilities described in sub- clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a)(ii) and (iii) above. MVH shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of MVH and its employees, volunteers, agents and invitees against (1) any insurance excess incurred and (2) the difference between the amount of the liability and the monies received under the insurance policy.
2. For Commercial Hirers, MVH does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above. A Commercial Hirer shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(ii) and (iii) above and on demand shall produce the policy and current receipt or other evidence of cover to MVH treasurer. Failure to produce such policy and evidence of cover will render the hiring void and enable the MVH to rehire the premises to another Hirer.

MVH is insured against any claims arising out of its **own** negligence.

**5. Gaming, betting and lotteries**

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

**6. Music Copyright licensing**

The hirer shall ensure that MVH holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

**7. Film**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

**8. Safeguarding children, young people and vulnerable adults**

The Hirer shall ensure that in the absence of their parents, any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks (<https://www.gov.uk/governemnt/organisations/disclosure-and-barring-service>) should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide MVH with a copy of their DBS check and Safeguarding Policy on request.

**9. Public safety compliance**

The Hirershall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Hall’s Fire Safety Policy 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 shall also comply with the Hall’s Health and Safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to MVH.

(a) The Hirer acknowledges that they have received instruction in the following matters:

1. The action to be taken in event of fire. This includes calling the Fire and Rescue Service, evacuating the Hall and providing a representative to meet the Fire and Rescue Service upon their arrival to provide such information as to whether all persons have been evacuated, where the fire is located and what is involved.
2. The location and use of fire equipment.
3. Escape routes and the need to keep them clear.
4. Method of operation of escape door fastenings.
5. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
6. Location of the first aid box.

(b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following:

1. All fire exits are unlocked and panic bolts in good working order.
2. All escape routes are free of obstruction and can be safely used for instant free public exit.
3. Fire doors are not wedged open.
4. Exit signs are illuminated.
5. There are no obvious fire hazards on the premises.
6. Emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).
7. As appropriate, Personal Emergency Evacuation Plans have been completed in order to provide suitable information on the persons most at risk within the premises, how they will react to the fire alarm and how they are to be evacuated.

**10. Noise**

 The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

**11. Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.

**12. Health and hygiene**

The Hirershall, 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. The premises areprovided with a refrigerator and thermometer.

**12. Health and hygiene**

**13. General safety**

All spillages on the floor must be cleaned up immediately to reduce the risk of slipping or falling. No step ladder is provided; it is the responsibility of the hirer to ensure their safety if working at a height.

**14. Electrical appliance safety**

The Hirershall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

**15. Stored equipment**

The Hirer will obtain the Committee’s written approval before bringing equipment into the Hall and not store damaged or equipment with low utilisation without the Committee’s written approval. MVH 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 (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

MVH may use its discretion in any of the following circumstances:

(a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.

(b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in MVH disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

**16. Smoking**

The Hirer shall, and shall ensure that the Hirer’s invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

**17. Accidents and dangerous occurrences**

Any failure of equipment belonging to MVH or brought in by the Hirer must also be reported **as soon as possible**. The Hirer must report all accidents involving injury to the public to MVH **as soon as possible** and complete the relevant section in MVH’s accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. MVH will give assistance in completing this form and can provide contact details

**18. Explosives and flammable substances**

The hirer shall ensure that:

(a) Highly flammable substances are not brought into, or used in any part of the premises

(b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of MVH. No decorations are to be put up near light fittings or heaters.

(c) No naked lights, table candles, Chinese lanterns or indoor fireworks/pyrotechnics are permitted within the building. Birthday candles maybe permitted at the discretion of the Committee providing that the means of ignition are strictly controlled.

**19. Heating**

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

**20. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by MVH. No animals whatsoever are to enter the kitchen at any time.

**21. 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 each member of MVH accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

**22. 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. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser’s name and address and that any discounts offered are based only on Manufacturers’ Recommended Retail Prices.

**23. Provision of Wi-Fi Service**

Free Wi-fi is offered to Hirers on request from the Booking Clerk. The Trustees do not plan to display network details or passwords within the Hall or on the external noticeboard. Passwords will be changed on a regular basis to prevent unauthorised use by persons who have no affiliation to the Hall or its users.

**(i) Conditions of use**

When using the Wi-fi service the Hirer agrees at all times to be bound by the following conditions:

(a) not to use the Wi-fi service for any for the following purposes:

* 1. disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
	2. 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;
	3. interfering with any other persons use or enjoyment of the Wi-fi service; and
	4. making, transmitting or storing electronic copies of material protected by copyright without permission of the owner

(b) to keep any username, password, or any other information which forms part of the Wi-fi service security procedure confidential and not to disclose it to any third party.

(c) When using the Wi-fi service the Hirer agrees at all times to be bound by the Privacy and Data Protection listed in the separate Data Protection Policy.

**(ii) Termination of Wi-fi service**

The Trustees have the right to suspend or terminate the Wi-fi service immediately if there is any breach of any of the provisions of the following conditions including, without limitation:

1. if the Hirer uses any equipment which is defective or illegal;
2. if the Hirer causes any technical or other problems to the Wi-fi service;
3. if, in the Trustees’ opinion, the Hirer is involved in fraudulent or unauthorised use of the Wi-fi service:
4. if the Hirer resells access to the Wi-fi service; or
5. if the Hirer uses the Wi-fi service in contravention of the terms of these Standard Conditions.

**(iii) Availability of Wi-fi service**

1. Although the Trustees aim to offer the best Wi-fi service possible, the Trustees make no promise that the Wi-fi service will meet the Hirer’s requirements. The Trustees cannot guarantee that the Wi-fi service will be always fault-free or accessible.
2. It is the Hirer’s responsibility to ensure that any Wi-fi enabled device used by the Hirer is compatible with the Wi-fi service and is switched on. The availability and performance of the Wi-fi service is subject to all memory, storage and any other limitations in the Hirer’s device. The Wi-fi service is only available when it is within the operating range of the main Hall.
3. The Trustees are not responsible for data, messages, or pages that the Hirer may lose or that become misdirected because of the interruptions or performance issues with the Wi-fi service or wireless communications networks generally. The Trustees may impose usage or service limits, suspend service, or block certain kinds of usage in their sole discretion, to protect other users of the Wi-fi service. Network speed is no indication of the speed at which the Wi-fi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

**(iv) Privacy and Data Protection**

* 1. The Trustees may collect and store personal data through the use of the Wi-fi service.
	2. The Trustees may process all information about the Hirer which is provided in relation to the Wi-fi service in accordance with the Hirer’s legal rights under the Data Protection 2018 and solely for the purposes of offering the Wi-fi service.
	3. By using the Hall’s Wi-fi service, the Hirer agrees to the separate Data Protection Policy. If you would like more information or object to anything in these conditions, you should speak to: the Treasurer or Facilities Manager.

**24. Cancellation**

Ifthe Hirer wishes to cancel the booking before the date of the event and MVH is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of MVH. MVH reserves the right to cancel this hiring by written notice 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.
2. MVH reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
3. the premises becoming unfit for the use intended by the Hirer.

(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 the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

**25. End of hire**

 The Hirer will not allow the Hall access code to be used by any unauthorised person. **The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured (all electrical appliances, heating and water taps are turned off) unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise MVH shall be at liberty to make an additional charge.**

**26. No alterations**

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 MVH. Any alteration, fixture or fitting or attachment so approved shall at the discretion of MVH remain in the premises at the end of the hiring. It will become the property of MVH unless removed by the Hirer who must make good to the satisfaction of MVH any damage caused to the premises by such removal.

**27. No rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.