

Millbrook Village Hall Conditions of Hire

Our hiring policy operates within the framework of our Equal Opportunities Policy.

The Sex Discrimination Act 1985 and the Race Relations Act 1976 apply throughout this policy and will be adhered to throughout all stages of our hiring procedures.

If the hirer is in any doubt as to the meaning of the following conditions, the Booking Officer should be consulted. For the purposes of these conditions, the term HIRER shall mean an individual hirer, or in the case of an organisation, the authorised representative, who in either case shall be 18 years or older and MVHMC shall mean Millbrook Village Hall Management Committee.

1) 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 Also 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 car park and highway.

Please note that smoking is not allowed in any part of the village hall including the balcony.

2) Use of Premises

The hirer must not use the premises 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 purpose or in any unlawful way, nor do anything or bring onto the premises anything which may endanger the same or render any insurance policies invalid, nor allow the consumption of alcohol without prior permission from MVHMC.

3) Licences

The Village Hall does hold a Music Licence (Performing Rights Society), Premises Licence for Performance of Plays/Films/Indoor Sporting Events/Recorded Music/Supply of Alcohol

4) Gaming, Betting, Lotteries

The hirer must ensure that nothing takes place on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

5) Public Safety Compliance

The hirer must comply with all the conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing, music, stage plays or any other similar public entertainment

6) Health and Hygiene

The hirer must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

The hirer must make themselves aware of, and comply with, the Millbrook Village Hall Health & Safety Policy, available on the Millbrook Village hall website www.villagehallmillbrook.co.uk and a copy of which hangs on the notice board in the hall foyer.

7) Electrical Appliance Safety

The hirer must ensure that any electrical appliances brought by him/her to the hall, have been PAT tested, are safe and in good working order, and used in a safe manner.

8) Indemnity

The hirer must indemnify MVHMC for the cost of repair of any damage done to any part of the hall, including the curtilage thereof or the contents of the building which may occur during the period of the hiring as a result of the hiring.

Any damage must be recorded immediately in the logbook, kept in the red folder on the worktop in the first floor kitchen and reported to the Booking Officer.

A commercial hirer must be responsible for making arrangements for any third party claims which may lie against him/her, or the organisation they represent, whilst using the village hall.

The village hall is insured against any claims arising out of any negligence of the Trustees.

9) Accidents and Dangerous Occurrences

The hirer must report any accidents, involving injury to the public, to the Booking Officer as soon as possible and it must be recorded in the logbook (See point 8 for location). Any failure of equipment, belonging to the hall, must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Booking Officer will assist with this.

This is accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

10) Animals

The hirer shall ensure that no animals, except guide dogs, are brought into the hall, other than for a special event agreed by MVHMC. No animals whatsoever are to enter the kitchen at any time.

11) Safeguarding of Children and Vulnerable Adults

The hirer must ensure that any activities for children and vulnerable adults comply with the Childrens Act 2004 and the Safeguarding Vulnerable Groups Act 2006. It is the responsibility of the hirer to ensure DBS checks are carried out on staff responsible for the supervision of children and vulnerable adults which is signed for on the Booking Form. Organisations or individual hirers are required to have child and/or vulnerable adult protection policies in place.

MVHMC does not supervise children or vulnerable adults as part of its function. Within the Committee and Disclosure Barring Service (DBS), checks are not required for Trustees unless they have unsupervised access to children or vulnerable adults.

The hirer must adhere to age regulations regarding classification for any film shown to children. Any delegation by the hirer to other people is the responsibility of the hirer and Trustees will not vet these delegates.

DBS checks are not required by individuals booking private children's parties.

The Millbrook Village Hall Safeguarding Policy can be viewed on the website, www.villagehallmillbrook.co.uk

12) Fly Posting

The hirer must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place in the hall and shall indemnify MVHMC accordingly against all actions, claims and proceedings arising from any breach of this condition.

Failure to comply with this condition may lead to prosecution by the local authority.

13) Sale of Goods

The hirer must, if selling goods on the premises, comply with the Fair Trading Laws and any code of practice used in connection with such sales. In particular, the hirer must ensure that the total prices for 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.

14) Cancellations

If the hirer wishes to cancel the booking before the date of the event, 7 days notice must be given, otherwise full payment is required. MVHMC reserves the right to cancel the hiring in the event of the hall being required as a Polling Station for a Parliamentary or Local Government election or by-election in which case the hirer shall be entitled to a refund of any deposit already paid.

15) Unfit for Use

In the event of all or any part of the hall being rendered unfit for the use for which it has been hired, MVHMC is not liable to the hirer for any resulting loss or damage whatsoever.

16) Refusal of Booking

MVHMC reserves the right to refuse a booking without notice, or to cancel this hiring agreement at any time, either before or during the term of the agreement, upon giving 7 days notice in writing to the hirer, except in exceptional circumstances where the Committee reserve the right to cancel at a shorter notice.

The hirer is entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the hirer to MVHMC who is not liable to make any further payment to the hirer.

17) Heating, Lighting and Power

The hiring fee is inclusive of lighting and heating. The hirer is responsible for ensuring that lighting and heating are used economically. The hiring fee also includes incidental use of the power supply. Only battery operated candles permitted.

18) Storage

No group has sole or permanent use of any area of storage. The hirer is responsible for ensuring efficient use of the storage areas which they have been allocated. The hirer is responsible for cooperating with other users, to ensure efficient use of storage areas. The hirer is responsible for obtaining written permission from MVHMC before storing items in the hall.

19) Data Protection

Personal details about the hirer, and if appropriate, the organisation they represent, will be stored on the Millbrook Village Hall booking system database. The data will be used to manage the hall.

Personal information stored by MVHMC may be examined on request.

The Data Protection Policy may be seen on the Millbrook Village hall website. www.villagehallmillbrook.co.uk

Hirer's information will not be used for any other purpose by MVHMC and will not be passed on, or sold, to any other 3rd party without the hirer's permission.

20) Neighbours

Hirers are responsible for ensuring that no nuisance is caused to neighbours. Music, dancing and singing is not allowed outside the hall.

All entertainment and music must stop at 11pm to allow hall exit, after clearing up, by 11.30pm.

21) Consideration to Other Hall Users

Please be aware that other rooms may be booked to another hirer. Please be considerate in your use of the foyer, and where possible keep the door closed to your own room.

22) End of Hire

The hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise, and any contents temporarily removed from their usual positions, properly replaced, otherwise MVHMC shall be at liberty to make an additional charge.

The hirer shall be responsible for reading the *After The Event Check List*, given with the key, and carrying out the instructions before leaving the hall. The completed and signed Check List must be returned with the key to the Booking Officer or as directed.