

**Corfe Mullen Village Hall
Registered Charity No. 286509
Conditions of Hire**

It is the responsibility of the hirer to read these conditions of hire in full. Upon receipt of the hire invoice, the hirer is bound by these conditions.

DEFINITIONS

Hirer	The 'Hirer' shall be the person making the booking.
Management	The 'Management' shall be Corfe Mullen Town Council as the sole trustee of the Corfe Mullen Village Hall Charity, Council Office, Towers Way, Corfe Mullen, Wimborne, Dorset BH21 3UA. Tel. 01202 698600. Email: vhbookings@corfemullen-tc.gov.uk .
Premises	The Premises includes the building and its curtilage.

1. Hirer Responsibility - General

- 1.1. The Hirer will be responsible for all sums due in respect of the booking and for the observance of the Conditions of Hire.
- 1.2. At the time of booking, a 50% non-refundable deposit of the room hire charge is payable. Failure to pay deposit will result in your booking being cancelled.
- 1.3. The remaining balance along with a refundable damage deposit is payable 14 days prior to the booking. Failure to pay remaining balance ahead of booking, will result in booking being cancelled.
- 1.4. The Hirer accepts responsibility for being in charge of and on the Premises at all times when the public are present and ensuring all Conditions of Hire are met.
- 1.5. The Hirer agrees to abide by licensing and other laws relevant to the hiring.
- 1.6. The Hirer must be over the age of 18 years.
- 1.7. Hirers of the main hall, small hall and lounge area have use of a kitchen and equipment (crochery and glassware) included in the hire charges.

2. Supervision

The Hirer shall, during the period of hire, be responsible for:

- 2.1. The supervision of the Premises, the fabric and the contents; their care, safety from damage however slight or change of any sort.
- 2.2. Ensuring all persons in attendance are bona fide participants or invitees.
- 2.3. The supervision of all persons in attendance to ensure proper conduct and that the Conditions of Hire are adhered to.
- 2.4. The control of any re-admission to prevent access to the Premises by unauthorised persons.
- 2.5. The proper supervision of car parking arrangements to avoid obstruction of the highway.

- 2.6. No vehicles to be parked on the grassed areas on the curtilage of the Premises.
- 2.7. The supervision of all persons to ensure there is minimum disturbance to surrounding residents at all times, in particular when the Premises are being vacated.

3. Use of Premises

- 3.1. The Hirer shall not use the Premises for any purpose other than that declared whilst making the booking and shall not sub-hire the Premises.
- 3.2. The Hirer shall not allow the Premises to be used for any unlawful purpose, nor do anything or bring onto the Premises anything which may endanger or render invalid any insurance policies.

4. Licensable Activities

- 4.1. The Hall has a Premises Licence authorising the following regulated entertainment and licensable activities from 08:00 to 23:00 Monday to Sunday:

Performance of plays	Performance of dance
Exhibition of films	Making music
Indoor sporting events	Dancing
Performance of live music	Other similar activities
Playing of recorded music	

- 4.2. Activities requiring a licence not listed above are not permitted on the Premises other than sale of alcohol where both the necessary permission and licence must be obtained in advance of the hire (see Sections 5 & 6 below).
- 4.3. The Premises has a licence with the Performing Rights Society for the performance of copyright music. A Phonographic Performance Limited (PPL) licence is required unless the playing of sound recordings is for the benefit of a not-for-profit club, society or other organisation having charitable purposes, if its main objectives are charitable or promoting religion, education or social welfare.
- 4.4. If the Hirer is a commercial business of any kind or sole trader, they will require their own PPL licence, which will be requested at the time of booking.
- 4.5. The Hirer is responsible for obtaining any other licences which are required in respect of the hire.

5. Consumption of alcohol

- 5.1. The Hirer shall seek permission from the Management at the time of booking for the consumption of alcohol during the hire and whether or not alcohol is to be sold during the hiring. The outcome of the decision shall be advised before the booking is confirmed.

6. Sale of alcohol

- 6.1. The Hirer will also seek, if required, Management permission at the time of booking for the sale of alcohol in addition to permission for the consumption of alcohol.
- 6.2. Where permission for the sale has been granted, the Hirer shall be responsible for providing copies of all necessary licensing to the Management at least 7 days prior to the booking.

6.3. The Hirer is responsible for obtaining a 'Temporary Events Notice' from Dorset Council licensing under the Licensing Act 2003 for the sell of alcohol during the hire. Please note the application process to Dorset Council may take up to 30 days.

6.4. Last orders must be called by 22:45 and all alcohol sales cease at 23:00 prompt. Bar facilities must be clear of the Premises by 23:30.

7. Gaming, betting and lotteries

7.1. 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. Bouncy Castles and other inflatable apparatus

8.1. Bouncy castles and similar inflatables of a restricted size only are allowed, at the discretion of the Management. The Hirer is solely responsible for all matters arising or liability from the use of a bouncy castle or inflatable, including injury to anyone at their event, e.g., another child.

8.2. Any bouncy castle or similar inflatable can be used in the main hall only with a maximum height of 10ft (3.048m).

8.3. The Hirer shall provide copies of all insurances covering the use of bouncy castles and similar inflatables being used at least 7 days prior to the booking.

9. Film shows

9.1. Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

9.2. Hirers should ensure they have the appropriate copyright licences for film.

10. Dangerous and unsuitable performances

10.1 Performances involving danger to the public or of a sexually explicit nature shall not be permitted.

11. Animals

11.1 The Hirer shall ensure no animals (including birds) except guide and assistance dogs are brought onto the Premises, other than for a special event agreed to by the Management. No animals whatsoever are to enter the kitchen areas at any time.

12. Stiletto heels

12.1 No stiletto heels are to be worn on the Premises. The Hirer shall ensure this is brought to the attention of all attendees.

13. Mobile Catering

13.1 No mobile catering units to be sited within the Premises including the building and its curtilage.

14. Capacity

14.1 The Hirer agrees not to exceed the maximum permitted number of people per room as follows:

Room	Lay-out	Total Capacity
Main Hall	Seating at tables only	100
Main Hall	Seated audience (theatre style)	195
Small Hall	Seating at tables/informal	20
Small Hall	Seated audience	40
Lounge	Informal seating	20
Office	Informal seating	6

15. Public Safety Compliance

- 15.1 Appendix 1 provides instructions on the action to be taken in the event of fire or any other emergency.
- 15.2 The Hirer shall ensure they are familiar with these instructions at the start of their hire.
- 15.3 The Hirer shall ensure all means of escape are kept clear of obstructions during the period of hire and all fire doors are kept closed.
- 15.4 The Hirer shall ensure all relevant food health and hygiene legislation and regulations are observed.
- 15.5 The Hirer shall ensure any activities for children under the age of 8 years comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006. The appropriate DBS check may apply where children aged 8 years and above along with vulnerable adults taking part in activities. The Hirer shall provide the Management with a copy of their DBS check(s) and Safeguarding Policy upon request.

16. Electrical appliances

- 16.1 The Hirer shall ensure any electrical appliances brought by them onto the Premises and used shall be safe, in good working order, and comply with current regulations.

17. Property

- 17.1 The Management accepts no responsibility for any property brought onto or left on the Premises. All liability for loss or damage is hereby excluded. All property must be removed at the end of hire, or a fee determined by the Management will be charged.
- 17.2 Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hire, may result in the Management disposing of any such items with any charges incurred for disposal charged to the Hirer.

18. Fly posting

- 18.1 The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place on the Premises. Failure to observe this condition may lead to prosecution by the local authority.

19. Sale of goods

- 19.1 If selling goods on the Premises, the hirer must comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure prices of all goods and services are prominently displayed, along with contact details.

20. No alterations

20.1 No alterations or additions may be made to the Premises. Any fixtures, placards, decorations or other articles should not be attached in any way to any part of the Premises without prior permission from the Management.

21. Insurance and indemnity

21.1 The Hirer shall be liable for:

21.1.1. The cost of repair of any damage (including accidental and malicious damage) done to any part of the Premises including the curtilage and the contents of the Premises to be charged to the Hirer. The Management to use their own contractors/suppliers to carry out repairs to any damage.

21.1.2. All claims, losses, damages and costs made against or incurred by the Management, 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 by the Hirer, and

21.1.3. All claims, losses, damages and costs made against or incurred by the Management, 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, the Hirer shall indemnify and keep indemnified accordingly the Management their employees, volunteers, agents and invitees against such liabilities.

21.1.4. All liabilities in respect of the use of bouncy castles and inflatables in accordance with Clause 8.1.

21.2 The Management shall take out adequate insurance to cover their liabilities and may, for non-commercial hirers, at its discretion insure those liabilities. In this case the Management will claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each the Management, their employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under any insurance claim, where a claim has been made.

21.3 Commercial Hirers shall take out adequate insurance to cover their liabilities and on demand shall produce evidence of cover to the Management. Failure to produce will render the hire void and enable the Management to rehire the Premises.

21.4 The Management shall insure against any claims arising out of its own negligence.

22. Accidents and dangerous occurrences

The Hirer must report to the Management, as soon as is practicable:

22.1 All accidents involving injury to the public.

22.2 Any failure of equipment belonging to the Premises or brought in by the Hirer.

22.3 Any breakout of fire or emergency, however small.

23. Explosives, flammable substances and Naked Flames

The Hirer shall ensure that:

23.1 Highly flammable substances are not brought onto or used in any part of the Premises.

- 23.2 No naked lights, e.g., lighted candles, pyrotechnics, incense sticks, barbeque, bonfires, firepits etc., are to be used in any part of the Premises.
- 23.3 No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) shall be erected without Management permission. No decorations are to be put up near light fittings or heaters.
- 23.4 Smoke machines are not to be used under any circumstances.

24. Smoking

- 24.1 Under the Health Act 2006 (The Smoke-free (Premises and Enforcement) Regulations 2006) smoking is not permitted in any part of the Premises.

25. Cancellation by the Hirer

- 25.1 The Hirer will provide a minimum 14 days' notice of cancellation of any booking. If such notice is not provided, then the full hire charge will be payable.

26. Cancellation by the Management

The Management reserves the right to cancel any hire by written notice to the Hirer in the event of:

- 26.1 The Premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- 26.2 The Management reasonably consider such hire will lead to a breach of licensing conditions or other legal or statutory requirements, or where unlawful or unsuitable activities take place at the Premises as a result of the hire.
- 26.3 The Management reasonably consider such hire will lead to a breach of these Conditions of Hire.
- 26.4 The Premises becoming unfit for the use intended by the Hirer.
- 26.5 An emergency requiring use of the Premises as a shelter for victims at risk of flooding, snowstorm, fire, explosion or similar disasters.
- 26.6 The Premises becoming temporarily unfit or unsafe for public use.
- 26.7 The Hirer shall be entitled to a refund of amount already paid where the Management cancels the booking under Clauses 26.1-26.6.
- 26.8 The Management shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

27. End of Hire Responsibility

The Hirer shall ensure at the end of the hire that:

- 27.1 The Premises are ready to be vacated at times booked and confirmed.
- 27.2 The Premises are left in as clean and tidy a condition as at the commencement of the hire.
- 27.3 All furniture and contents replaced in their usual positions.

27.4 A note is made of any damage and/or breakages and given to the Management at the earliest opportunity.

27.5 Unless special arrangements have been agreed with the Management, all rubbish is bagged up and put in the general waste or recycling bins in the car park at the rear of the Premises. Any excess rubbish which will not fit in the bins should be taken away from the Premises. If this is not done, the Management reserves the right to charge a penalty of up to £25. Rubbish left in the building will result in an automatic surcharge of £50.

27.6 Hirer should remain on the Premises until the caretaker arrives to secure the Premises unless alternative arrangements have been agreed prior to the booking. The Management reserves the right to withhold the full damage deposit if the premises are left unoccupied and unlocked.

28. Refundable Damage Deposit

28.1 Damage deposits will be returned within two working days of the booking less any allowance for damage, rooms left untidy or not cleaned etc. The level of such allowance to be set by the Management whose decision is final.

29. Late arrival or departure

29.1 The Management reserves the right to charge a penalty of £25 per half hour for any late departure by the hirer, in addition to any additional hire charge due for late departure.

30. Lost Property

30.1 The Management does not accept any responsibility for any property left on the Premises or for any cars parked on the Premises. Any items found following the hire will be held for 28 days and after that date will be disposed of.

APPENDIX 1

At the start of your let, the caretaker should show you:

- the location of fire equipment and their instruction notice/s
- the means of escape and method of operation of escape doors
- the assembly points
- the fire emergency plan notice/s – located in the front and rear foyers.

Please ensure you have this information at the start of your booking and familiarise yourselves with it.

ACTION TO BE TAKEN IN THE EVENT OF A FIRE

Immediately lead an evacuation of all persons to the Fire Assembly Point.

Alert the emergency services by calling 999

Phone the caretaker

Do not re-enter the building or allow anyone else to do so.

Take a roll call of all persons at the assembly point

IF YOU SMELL GAS

Immediately lead an evacuation of all persons to the Fire Assembly Point

Phone the gas emergency number 0800 111 999

Alert the emergency services by calling 999

Phone the caretaker

Do not re-enter the building or allow anyone else to do so.

Take a roll call of all persons at the assembly point

ACTION TO BE TAKEN IN THE EVENT OF ANY OTHER EMERGENCY

Immediately lead an evacuation of all persons to the Fire Assembly Point.

Phone the emergency services by calling 999 if appropriate

Phone the caretaker

Do not re-enter the building or allow anyone else to do so.

Take a roll call of all persons at the assembly point

GENERAL EVACUATION FOR PEOPLE WITH SPECIAL NEEDS

Mobility Impairment

Those people who require only limited assistance should evacuate the building using the nearest exit. For those who need to move at a slower pace, they should allow other persons to exit the building before them and then continue their evacuation to a place of safety.

The Hirer should nominate a person to escort those who need assistance from the building.

Visual disability

The Hirer should nominate a person to escort those with a visual disability as they will require assistance in evacuating the building.

Hearing disability

The Hirer should nominate a person to escort those with a hearing disability as they may require assistance in evacuating the building.