

MARTYR WORTHY VILLAGE HALL

Registered Charity No 285072

Terms and Conditions of Hire

General

These Terms and Conditions apply to all users of the Hall and form the basis of the contract between the Hirer and the Hall's Management Committee from time to time, unless otherwise agreed in writing. The Hirer shall be aged at least 25 and accepts responsibility for the premises and for ensuring that these Terms and Conditions are complied with at all times during the period of hire.

Payment

Payment of all amounts due in respect of the hire of the Hall shall be made within 7 days of receipt of the Hall's invoice, unless otherwise agreed in writing by the Hall's Bookings Secretary.

Use of Premises

The premises shall be used only for the purposes specified when booking the Hall. The Hirer shall not sub-hire the Hall or use or permit the Hall to be used for any unlawful purpose or in any unlawful way or in any other way which might endanger the premises or prejudice the Hall's insurance cover. The Hirer shall leave the premises in a clean and tidy condition at the end of the period of hire.

Supervision

The Hirer shall, during the period of hire, be responsible for the care and supervision of the premises, their fabric and contents, and for the behaviour of all persons present. In particular the Hirer shall ensure that there are sufficient responsible adults (aged 25 or over) present for any event, in particular where those attending or taking part in the event are under the age of 18. The Hirer shall also ensure that the parking of vehicles by users of the Hall does not unduly inconvenience any neighbouring properties and that any noise is kept to a minimum and does not unduly disturb any neighbouring properties.

Licensing

The Hall has a Premises Licence issued by Winchester City Council which permits plays, films, indoor sporting events, live music, dance and the provision of facilities for making music and dancing between the hours of 9am and 11pm on each day of the week. It does not authorise the sale of alcohol. If alcohol is to be sold either separately or as part of any admission price, separate arrangements must be made in advance when booking the Hall. The Hirer shall be responsible for complying with the terms and conditions of the Premises Licence and for obtaining any additional licences or consents required for any activity during the period of hire.

Health and Safety

The Hirer shall be responsible for ensuring that the premises are safe for the purposes for which they are to be used and shall adopt a common sense and responsible attitude to health and safety when using the premises. In particular the Hirer shall ensure that the responsible adults (as above) are familiar with the location and operation of the fire extinguishers and for ensuring the orderly evacuation of the Hall in the event of fire or other emergency. The Hirer shall also ensure that, during the period of hire, all fire exits are kept unlocked, the exit signs are not obstructed, the smoke alarm is not switched off or tampered with, all escape routes are kept clear and can be safely used and there are no obvious fire hazards and that any electrical appliance brought into the Hall by the Hirer or any outside agency has been PAT tested within the last year.

Health and hygiene

The Hirer shall in preparing, serving or selling food in the Hall ensure that all relevant food, health and hygiene regulations are observed. The Hirer shall also ensure that no animals (other than guide dogs) are brought into the Hall and that no animals of any kind enter the kitchen.

Safeguarding of Children

Any Hirer using the Hall for purposes requiring Ofsted or any other statutory registration shall before hire obtain any necessary registration certificate and have a suitable safeguarding policy in place. The Hirer shall be responsible for the supervision and general safety of all persons under the age of 18 while they are on the premises, and shall be present throughout the period of hire. The Hirer shall also ensure that any activities for younger children in or around the Hall comply with all legislative requirements and that any necessary DBS or other checks have been carried out in respect of any people with unsupervised access to the children.

Accidents and injuries

The Hirer shall report any accident involving injury to anyone using the Hall to the Hall's Bookings Secretary as soon as possible and shall complete the Hall's accident book, which is located with the First Aid kit in the kitchen.

Insurance and indemnity

The Hall holds public liability insurance which covers people attending the premises for non-commercial and private purposes and for non-profit making hirers. This does not however cover the use of the Hall by commercial or profit-making hirers who shall ensure that they hold their own adequate public liability insurance and shall indemnify the Hall and its Management Committee and Trustees against any third party or other claims arising from or relating to their use of the Hall. In addition, the Hirer shall be liable for and shall indemnify the Hall and its Management Committee and Trustees against the cost of repair or replacement of any damage to the premises or their contents and against all claims, losses, damages and costs arising in relation to the use of the premises during the period of hire.

Cancellation

If the Hirer cancels the booking for any reason other than one directly related to Covid-19, the Hall shall be entitled **at its discretion** to charge the full amount of any deposit or hiring fee payable, if cancellation is within one month of the booked date, and 50% of any deposit or hiring fee payable, if cancellation is one month or more before the booked date. The Hall Management Committee reserves the right to refuse or to cancel any booking at any time, without being obliged to give a reason, and to close the Hall at any time if required by law or otherwise to do so, and shall not be liable to the Hirer or any third party for any resulting direct or consequential loss or damage, other than to repay up to the amount of any deposit or booking fee already paid.

Amendment to these Terms and Conditions

The Management Committee reserves the right to amend or replace these Terms and Conditions at any time.

Martyr Worthy Village Hall Management Committee

Revised October 2023