

# Middleton Village Hall

## Terms & Conditions

These Terms and Conditions of Hire apply to all hiring of the Hall. If the Hirer is in any doubt as to the meaning of the following, a member of the Parish Council should be consulted.

### Definitions

For the purposes of this agreement and the conditions of hire, the term “Hirer” shall mean an individual hirer or, where the “Hirer” is an organisation that organisation. “Premises” means those parts of the Village Hall stated on the Booking form being those subject to this hire agreement. “Booking” means the contract between the Hirer and Middleton Parish Council as detailed on the terms of this agreement (and “the Booking Form” of which these conditions form part). “Period” means the time or times reserved under these conditions and “the Function” means that described and authorised by the Booking.

## Hiring Agreement

In consideration of the Hire Fee detailed on the Booking Form, Middleton Parish Council agrees to permit the Hirer to use the Premises for the Function and for the Period(s) described in the Booking Form. All details inserted in the Booking Form are part of this Agreement. This Hiring Agreement includes these Standard Conditions and Special Conditions set out below.

The Hirer 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.

## Standard conditions of hire

### 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.

As directed by Middleton parish Council, 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.

The Hirer is responsible for reporting any damage, accidental or otherwise.

Middleton Parish Council will hold a complete inventory of the contents, fixtures and fittings of the Hall including all known damage which can be inspected at any time by the Hirer.

### Use of premises

The Hirer shall 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.

## Age

The Hirer shall not be under 21 years of age. An older person making a booking on behalf of someone younger than 21 years old must be aware of the responsibilities for which they will be liable.

## Insurance and indemnity

The Hirer shall be liable for:

- (i) 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
- (ii) all claims, losses, damages and costs made against or incurred by Middleton Parish Council, 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
- (iii) all claims, losses, damages and costs made against or incurred by Middleton Parish Council, 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 the terms below, the Hirer shall indemnify and keep indemnified accordingly each member of Middleton Parish Council and their employees, volunteers, agents and invitees against such liabilities.

Middleton Parish Council shall take out adequate insurance to insure the liabilities described in sub-clause (i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (ii) and (iii) above. Middleton Parish Council shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of Middleton Parish Council and 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 the insurance policy.

Where Middleton Parish Council does not insure the liabilities described in sub-clauses (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Clerk. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another Hirer.

Middleton Parish Council is insured against any claims arising out of its own negligence.

## Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the hall's Fire Risk Assessment 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 Middleton Parish Council.

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

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.

- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box.

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

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

A fire risk assessment for Premises has been carried out by Middleton Parish Council. The introduction of a new fire risk by the Hirer either as a source of ignition e.g. Candles, or as new flammable materials e.g. solvents, paper hangings must be accompanied by a risk assessment carried out by the Hirer.

### Capacity

The maximum capacity shall not exceed:

200 People standing,  
80 People seated in rows,  
60 People seated around tables.

### Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises shall be PAT tested, 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. The council can assist in arranging PAT testing on request.

### Health and hygiene

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

### Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, except by prior agreement by Middleton Parish Council. No animals whatsoever are to enter the kitchen at any time.

### 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 and that

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

### Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of Middleton Parish Council. Portable Liquefied Petroleum Gas (LPG) heating appliances shall not be used. The hall is equipped with adequate central heating and will be pre-set upon request.

### 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.

### Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of Middleton Parish Council as soon as possible and complete the relevant section in the village hall's accident book. In accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, (RIDDOR), certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Clerk will give assistance in completing this form and can provide contact details.

### Music Copyright

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

### 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.

### Film

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

### 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. It is a condition of the Premises Licence that the doors are kept closed to limit neighbour noise.

### 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.

### Childcare Act 2006

The Hirer shall ensure that 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 Criminal Records Bureau checks 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 Middleton Parish Council with a copy of their CRB check and Child Protection Policy on request.

### The right to enter

Any members of Middleton Parish Council has the right to enter the Hall at any time other than during events falling under the provisions of the Childcare Act 2006.

### Stored equipment

Middleton Parish Council 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. The storage of equipment between Hire periods may be permitted by prior written agreement, subject to an agreed storage fee if applicable. All equipment and other property (other than permitted storage) 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.

Middleton Parish Council 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 Middleton Parish Council 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.

### 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. Failure to observe this condition may lead to prosecution by the local authority.

### 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.

### Cancellation

If the Hirer cancels the Booking at least four weeks before the date of the event, Middleton Parish Council will return in full the deposit and any fees already paid. If the Hirer cancels the booking between two and four weeks before the date of the event, Middleton Parish Council will return the

deposit and 50% of any hire fees already paid. If the Hirer cancels the booking less than two weeks before the date of the event or fails to proceed with the booking thereafter, Middleton Parish Council will return the deposit but retain any hire fees already paid.

Middleton Parish Council reserves the right to cancel this hiring by written notice to the Hirer in the event of:

(a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

(b) Middleton Parish Council 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.

(c) 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 and fees already paid, but Middleton Parish Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

#### 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 Middleton Parish Council shall be at liberty to make an additional charge.

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

#### No rights

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

## Hire information

### Opening and closing the village hall

Arrangements for access to the hall will be made shortly before your hire – please contact Middleton Parish Council a few days before the event to confirm arrangements.

Please ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Please leave the village hall clean and tidy. In particular we ask you to ensure table tops are wiped clean before being taken down. Please remove all rubbish and take it with you when you leave – the bins cannot cope with two weeks of hall hire.

You must not use drawing pins or tape on the walls or other surfaces, use Blu-Tack or 3M Command hooks if you need to put up notices or decorations. Do not fix decorations near light fittings or heaters.

### First aid

A first aid box is located in the kitchen, and an Accident Report book is kept in the drawer next to the cooker. All accidents must be recorded and reported to Middleton Parish Council as soon as possible.

### Furniture

Please stack chairs and tables neatly in the hall, avoiding the fire exits as they need to be kept clear at all times. To avoid damage and the risk of injury, please ensure chairs are stacked squarely and no more than three high.

### Heating

The heating can be controlled by the thermostat located right of the stage. The control switch can be moved to manual (on), please ensure you return the switch to the previous setting, either off or Auto (timed), depending on time of year. Radiators are thermostatically controlled.

### Use of the recreation facilities

Middleton Recreation Ground is a public facility managed by Middleton Parish Council and is available for use by the public. Hirers should be aware that only the hall and adjoining patio may be reserved exclusively for private use; the Recreation Ground is a public facility.

Middleton Parish Council has Public Liability Insurance for general public use of the Recreation Ground through a Specialist National Parish Council Insurance Scheme with Came & Co. underwritten by Aviva Insurance. This Insurance does not specifically cover Public Liability for use of the Recreation Ground for private events associated with hire of the Village Hall, including the use of equipment e.g. Bouncy Castles used for private events. The Hirer should ensure they have adequate Public Liability Insurance in place for the use of such equipment.

### Faults, damage & comments

Please report any faults or damage to Middleton Parish Council as soon as possible so that they can be rectified quickly. Middleton Parish Council welcome comments or observations that you may have about your hire of the village hall.

### The Middle Inn

If your booking includes opening the bar at the Middle Inn attached to the hall, please contact The Middle Inn on 07903 556213 in advance of the booking to confirm requirements.

### Payment

Payment is due within the terms specified within the Terms of Payment. For ad-hoc bookings a deposit will be taken to secure the booking and payment in full is due on the day of use. For regular bookings payment can be made on a monthly basis.

Payment via bank transfer is preferred. Sort code 01-05-78, account 23601116.

Please note that we do not accept cash, and cheques are only accepted by prior agreement at the time of booking. The Hirer is responsible for any costs incurred by Middleton Parish Council in the event that any cheque so accepted results in bank charges being levied.

### Consideration for others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are a disturbance for local residents.