

DEFINITIONS

Hirer Management The 'Hirer' shall be the person signing the declaration on the booking form.
The 'Management' shall be Corfe Mullen Village Hall sole trustee which is Corfe Mullen Parish Council, Council Office, Towers Way, Corfe Mullen, Wimborne, Dorset BH21 3UA. Tel. 01202 698600. Email: office@corfemullen-pc.gov.uk

Premises The Premises includes the building and its curtilage.

1. Hirer Responsibility

- 1.1. The Hirer will be responsible for all sums due in respect of the booking and for the observance of both the Booking Conditions and these Conditions of Hire.
- 1.2. The Hirer 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 of Hire are met.
- 1.3. The Hirer agrees to abide by licensing and other laws relevant to the hiring.

2. Supervision

The Hirer shall, during the period of the hiring, 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 that all persons in attendance are bona fide participants or invitees and not gatecrashers.
- 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 gatecrashers or other unauthorised persons.
- 2.5 The proper supervision of car parking arrangements so as to avoid obstruction of the highway.

3. Use of Premises

- 3.1 The Hirer shall not use the Premises for any purpose other than that declared on the booking form and shall not sub-hire the Premises.
- 3.2 The Hirer will not 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 invalid any insurance policies.

4. Licensable Activities

- 4.1 The Hall has a Premises Licence authorising the following regulated entertainment and licensable activities from 09:00 to 23:00 Monday to Thursday and Sunday and from 09:00 to 23:45 on Friday and Saturday:

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 at the hall other than sale of alcohol where both the necessary permission and licence must be obtained in advance of the hiring (see Sections 5 & 6 below).
- 4.3 The Hall has a licence with the Performing Rights Society for the performance of copyright music.
- 4.4 If other licences are required in respect of any activity in the Village Hall the Hirer should ensure they are obtained. 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 are for promoting religion, education or social welfare.

5. Consumption of alcohol

- 5.1 The Hirer shall seek permission at the time of booking from the Management for the consumption of alcohol during the hiring *whether or not* alcohol is to be sold during the hiring.

6. Sale of alcohol

- 6.1 The Hirer will also seek, if required, written permission at the time of booking from the Management 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 will undertake to obtain the Temporary Event Notice required from East Dorset District Council Licensing Section.
- 6.3 The Hirer will submit a copy of the Temporary Event Notice to the Management in advance of the hiring.
- 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 23:45 (Fridays and Saturdays) and by 22:45 on all other days.

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. Musical events

- 8.1 When musical events are in progress the Hirer shall ensure that exit doors are closed to minimise annoyance to residents nearby.

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

12. Stiletto heels

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

13. Entry charges

- 13.1 The Hirer shall not, without the express consent of the Management, make any charge for admission to the hall. This shall include both direct charge at the door or by ticket and also indirect charge such as refreshment or for entertainment where this obligatory for admission.

14. Capacity

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

Room	Lay-out	Total Capacity
Main Hall	Seating at tables only	100
Main Hall	Seated audience (theatre style)	190
Small Hall	Seating at tables/informal	20
Small Hall	Seated audience	40
Lounge	Informal seating	20

15. Public Safety Compliance

- 15.1 The Management will ensure that the Hirer receives, in advance of the hiring, instruction in the following matters:

- The action to be taken in the event of fire.
- The location and use of fire equipment.
- Means of escape.
- Method of operation of escape doors.

- Location of any fire doors
- The action to be taken in the event of any other emergency

15.2 The Hirer will ensure that all means of escape are kept clear of obstructions during the period of hire and that all fire doors are kept closed.

15.3 The Hirer shall ensure that all relevant food health and hygiene legislation and regulations are observed.

16. Electrical appliances

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

17. Insurance and indemnity

17.1 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 and the contents of the Premises;
- (ii) 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 (including the storage of equipment) by the Hirer, and
- (iii) 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, and subject to sub-clause 17.2, the Hirer shall indemnify and keep indemnified accordingly the Management their employees, volunteers, agents and invitees against such liabilities.

17.2 The Management shall take out adequate insurance to insure the liabilities described in Clause 17.1 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 the insurance policy, where a claim has been made.

17.3 Commercial Hirers shall take out adequate insurance to insure liabilities described in Clause 17.1 and on demand shall produce the policy and current receipt or other evidence of cover to the Management. Failure to produce such policy and evidence of cover will render the hiring void and enable the Management to rehire the Premises to another hirer.

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

18. Accidents and dangerous occurrences

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

- (i) All accidents involving injury to the public;
- (ii) Any failure of equipment belonging to the Hall or brought in by the Hirer;
- (iii) Any break out of fire, however small.

19. Explosives, flammable substances and Naked Flames

19.1 The Hirer shall ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the Premises;
- (ii) No naked lights, e.g. lighted candles and pyrotechnics etc., are used in any part of the Premises.
- (iii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

20. Smoking

20.1 Under the Health Act 2006 (The Smoke-free (Premises and Enforcement) Regulations 2006) no smoking is permitted in any part of the Premises.

21. Cancellation by the Hirer

21.1 The Hirer will provide 14 days notice of cancellation of any booking. If such notice is not provided then the full hire charge will be payable.

22. Cancellation by the Management

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

- (i) the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) the Management reasonably considering that such hiring 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 hiring;
- (iii) the Management reasonably considering that such hiring will lead to a breach of these Conditions of Hire;
- (iv) the Management reasonably considering that the Booking Conditions have been breached;
- (v) the Premises becoming unfit for the use intended by the Hirer;
- (vi) 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.
- (vii) the Premises becoming temporarily unfit or unsafe for public use.

- 22.2
- (i) The Hirer shall be entitled to a refund of any amount already paid where the Management cancels the booking under Clause 22.1, save for Clause 22.1ii, iii and iv where the Hirer will receive a 75% refund only.
 - (ii) but the village hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

23. End of Hire Responsibility

23.1 The Hirer shall ensure at the end of the hiring that:

- (i) The Premises is ready to be vacated by the time stated on the booking form;
- (ii) The Premises are left in as clean and tidy a condition as at the commencement of the hiring;
- (iii) All furniture and contents replaced in their usual positions;
- (iv) A note is made of any damage and/or breakages and this is given to the Management at the earliest opportunity;
- (v) All rubbish is bagged up and put in the paladin in the car park at the rear of the village hall. Any excess rubbish which will not fit in the paladin should be taken away from the Premises
- (vi) (v11) He/she remains on the Premises until the caretaker has arrived to secure the Premises

24. Damage Deposit

Damage deposits will be returned after the date of the booking less any allowance for damage, rubbish left on site, rooms left untidy or not cleaned, late departure penalty (£25 per half hour). Rubbish left on site will result in an automatic surcharge of £50.