

Merstham Village Hall – Standard Conditions of Hire

See overleaf for definitions of terms used.

Your responsibility as the Hirer

1. You must comply with the Standard Conditions of Hire as set out in this document. Failure to observe any of the Conditions may result in the immediate termination of the Hire; furthermore, at the absolute discretion of the trustees any deposit paid in advance may be withheld and any further application for the Hire of the Hall may be refused.
2. Unless otherwise agreed with the Trustees you must be present throughout the period of the Hire. The delineated areas in front of the exit doors must be kept clear in case of emergency.
3. Unless otherwise agreed with the Trustees functions must finish by 11.00 p.m. and the Hall must be vacated no later than midnight. You shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. Helium balloons are not permitted and no smoking is permitted in any part of the premises.
4. You shall, during the period of the Hire, be responsible for any damage or loss to the premises or to the fixtures, fittings or contents and for loss of contents and shall make good or pay for all damage (including accidental damage). You may wish to consider taking out adequate insurance to insure yourself and members of your organisation and invitees against any claims arising as a result of the hire. You must ensure that any electrical appliances that you bring on to the premises and use thereon shall be in safe and good working order and used in a safe manner. The Trustees accept no responsibility for any stored equipment or other property belonging to you that is brought on to or left at the premises, and all liability for loss or damage, howsoever caused, is hereby excluded. All equipment and other property, including any rubbish, belonging to you must be removed at the end of the Hire otherwise a fee will be charged for each day or part of a day until it is removed. Any failure of equipment belonging to the Hall must be reported as soon as possible.
5. 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 the Trustees. You may 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 may lead to prosecution by the local authority. You must also indemnify each member of the Trustees accordingly against all actions, claims and proceedings arising from any breach of this condition.
6. The maximum capacity of the Hall is 150 and this should not be exceeded. You are responsible for the care, safety from damage, and behaviour of all persons using the premises including, if appropriate, members of the public. In the event of any injury to any persons during the Hire you must complete the relevant section in the Hall's accident book and must report any accident involving injury to a member of the public to a Trustee as soon as possible after the end of the Hire. You are responsible for proper supervision of car parking arrangements and must avoid obstruction of the highway. You must comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
7. You may not use the premises for any purpose other than that described in the Hiring Agreement and may 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 on to the premises anything which may endanger the same or render invalid any insurance policies in respect thereof. The Hiring Agreement constitutes permission only to use the premises between the times stated on the Hiring Agreement and confers no tenancy or other kind of occupation on you.
8. If you intend to sell alcohol or allow alcohol to be sold you must seek permission from the Trustees; if permission is granted you will then be responsible for obtaining such licences from the Local Authority as may be needed. A copy of such licence(s) must be sent to the Trustees.
9. You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries. If you intend to sell goods on the premises you must comply with Fair Trading laws and any code of practice used in connection with such sales. If you intend to prepare, serve or sell food, you must observe all relevant food health and hygiene legislation and regulations.
10. You must ensure that no animals, birds or reptiles (with the sole exception of assistance dogs) are brought into the premises, other than for a special event specified in the Hiring Agreement. No animals whatsoever are to enter the kitchen at any time.
11. You must ensure that any activities in which children are involved comply with the provisions of the Children Act 1989 and other relevant legislation.
12. You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured (unless directed otherwise), and for removing any rubbish.

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Definitions

Hall:	Merstham Village Hall, in Station Road North, Merstham, RH1 3ED
Hirer:	the person who accepts responsibility for the hiring of the Hall on any particular occasion; this may not necessarily be the person who signs the Booking Form. If the Hall is hired by more than one person then one person must be nominated as the Hirer
Hiring Agreement:	the document setting out the period of and reason for the Hire, the contact details of the Hirer, etc. The Conditions overleaf form part of the Agreement and must be accepted by the Hirer
Trustees:	the Trustees of Merstham Village Trust, the body that owns and operates the Hall
Male / female:	throughout this document terms referred to in the male gender should be held also to apply to the female; thus 'he' should be taken as 'he' or 'she', and so on.

Payment and cancellation

1. If the full fee for the Hire, as set out in the Hiring Agreement, has not been paid at least two weeks in advance of the Hire (or the first day of the Hire if it extends across more than one day) the Trustees have the right to cancel the Hire at their discretion.
2. If the Hirer cancels the booking more than two weeks before the date of the event part or all of any deposit paid may be refunded at the discretion of the Trustees; if the Hirer cancels the booking within two weeks of the date of the event then no part of the deposit will be refunded and a portion of the Hire charge may be retained.
3. The Trustees reserve the right to cancel a Hire in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election; any such cancellation will be by written notice to the Hirer.
4. The Trustees may refuse to accept any booking and no reason for such a decision need be given.
5. The Trustees may also cancel any booking if:
 - a. they reasonably feel that the Hire may lead to a breach of licensing conditions, if applicable, or of other legal or statutory requirements
 - b. they reasonably feel that unlawful or unsuitable activities will take place at the premises as a result of this hiring
 - c. in the opinion of the Trustees the premises are or may become unfit for the use intended by the Hirer.
6. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Trustees shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

Notes for Hirers

The following notes do not form part of the Standard Conditions but should be read before the commencement of any Hire.

1. Car parking should be permitted only at the rear and side of the Hall, where parking spaces are marked. Vehicles must not be allowed to park in 'hatched' areas (to allow for evacuation in case of emergency) or anywhere where they might cause an obstruction.
2. While the kitchen has a cooker, refrigerator, oven, and hot-water heater for making hot drinks, there is no cutlery, crockery, or kitchen equipment available for your use.
3. All tables and chairs must be returned to the storeroom after use, unless alternative arrangements have been made. Table surfaces must be wiped clean and tables must be placed in the trolleys provided; chairs must be stacked in piles of ten, ensuring that those with green 'feet' are stacked separately from those without.
4. At the end of the Hire the Hirer must check that all appliances (including the infra-red heaters and roof fans, if used) are turned off, all doors and windows closed, the premises left in a clean and tidy state and the main entrance door securely locked. All rubbish must be removed from the premises, including the forecourt of the Hall.
5. If you wish to visit the Hall before finally committing to a Booking, please contact the Bookings Secretary.