



## **Minchinhampton Market House CIO**

### **Standard Conditions of Hire, July 2019**

These standard conditions of hire are structured to comply with present Village Hall legislation. They apply to all hirings of the Market House. We have tried to make them as straight forward as possible, but if the Hirer is in any doubt as to their meaning, the Booking Secretary should be consulted immediately.

For the purposes of this document, Minchinhampton Market House CIO will be referred to hereinafter as Minchinhampton Market House.

#### **1) Age**

The Hirer, being a person not under 18 years of age, 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, contained or referred to in this Hiring Agreement, relating to the management and supervision of the premises are met.

#### **2) Supervision and responsibility for any loss or damage**

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. As directed by the Booking Secretary, 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.

#### **3) Use of premises**

The Hirer shall not use the premises for any purpose other than that described in the Hire Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unauthorised or 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 in respect thereof nor allow the consumption of alcohol thereon without written permission from the Booking Secretary.

#### **4) 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, or which may damage the reputation of the Market House or the Minchinhampton Market House.

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## 5) Premises licensable activities

The Main Hall of the Market House has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated. There is no licence for the Undercroft:

Activity in Main Hall	Times activity is licensed for
The Performance of Dance	09:00 to 23:00
Facilities for Dance	09:00 to 23:00
Films	09:00 to 23:00
Facilities for Making Music	09:00 to 23:00
Live Music	09:00 to 23:00
Recorded Music	09:00 to 23:00
Facilities similar to Making Music & Dancing	09:00 to 23:00
Activities similar to Live, Recorded Music & Dance	09:00 to 23:00
Plays	09:00 to 23:00
Sale of Alcohol for consumption on the premises	11:00 to 23:00

In order to hold an event involving any of these licensable activities for which the Market House does not hold a Premises Licence, the Hirer agrees to give a Temporary Event Notice (TEN) to the licensing authority. Note: The Hirer must obtain the written consent of the Minchinhampton Market House before giving the licensing authority a TEN. Failure to do so will result in refusal or cancellation of the hiring without compensation because there is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by Minchinhampton Market House CIO and other local voluntary organisations.

The Market House does not have a Premises Licence for the following regulated entertainment and licensable activities:

Activity
Any of the above activities, after 11pm
The provision of hot food/ hot drink after 11pm
Boxing or wrestling entertainment
Indoor sporting events

If you wish to check whether your event requires special licensing consideration, e.g. public musical performance, then please contact the licensing officer at Stroud District Council on 01453 754440 or email [licensing@stroud.gov.uk](mailto:licensing@stroud.gov.uk) for further information.

## 6) Performing Rights Society Licence

The premises has licences with the Performing Rights Society for the performance of copyright music in any form, e.g. records, compact discs, tapes, radio, television or by performers in person – as well as for PPL, the latter now being a legal requirement.

## 7) Charges

The Hirer will be asked to pay a deposit at the discretion of the Booking Secretary. This will be refunded within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the Market House about noise or other disturbance during the period of the hiring as a result of the hiring. Invoices are sent out at the end of the month following hire. All hire charges are payable on receipt of invoice.

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## 8) Keys

The Hirer takes full responsibility for the keys from the time that they are collected until the time they are returned. Under no circumstances may the Hirer cut or allow to be cut one or more replica keys.

## 9) Capacity

The maximum permitted number of people in the main hall, including the organisers/performers are:

Type of Event	Number
Seated theatrical	110
Seated at Tables	80

The Hirer shall at all times ensure that the premises are not over capacity.

## 10) 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, the Market House'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 Market House's Health and Safety policy.

a) The Hirer acknowledges that he, she or they have received information on the following matters:

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

b) In advance of an entertainment or play the Hirer must 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.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

## 11) Means of escape

a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied.

## 12) Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Market House Booking Secretary

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### 13) Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are NOT provided with a thermometer. The Hirer is also responsible for:

**i) Removal of perishable food and rubbish**

The hirer must remove and dispense with all perishable food and rubbish from the premises when leaving the MH after an event.

**ii) Pest control**

The Hirer must report any sign of pest activity to the Booking Secretary

**iii) Incident log**

The Hirer is responsible for reporting any relevant Health and Hygiene issue in the Market House's Incident Log, which is kept in the kitchen.

### 14) Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by him, her or them to the premises and used there shall be 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. Electrical circuits must not be overloaded under any circumstances.

### 15) Insurance and indemnity

a) 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 the Minchinhampton Market House, 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 Minchinhampton Market House, 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 (b), the Hirer shall indemnify and keep indemnified accordingly Minchinhampton Market House and the Market House's employees, volunteers, agents and invitees against such liabilities.

b) The Minchinhampton Market House has adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and, in the case of non-commercial hirers, to insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Minchinhampton Market House shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Minchinhampton Market House and the Market House's 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.

c) Where the Minchinhampton Market House does not insure the liabilities described in sub-clauses (a)(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 Booking Secretary. Failure to produce such a policy and evidence of cover will render the hiring void and enable the Hall secretary to rehire the premises to another hirer.

The Minchinhampton Market House is insured against any claims arising out of its own negligence

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## 16) Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of the Minchinhampton Market House as soon as possible and complete the relevant section in the Market House's accident book. Any failure of equipment belonging to the Market House or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Booking Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

**Telephone:** 0845 3009923

**Facsimile:** 0845 3009924

**Website:** [www.riddor.gov.uk](http://www.riddor.gov.uk) or via the HSE website: [www.hse.gov.uk](http://www.hse.gov.uk)

**Post:** Incident Contact Centre, Caerphilly Business Park, Caerphilly CF83 3GG

## 17) 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 (eg. polystyrene, cotton wool) shall be erected without the consent of the Minchinhampton Market House. No decorations are to be put up near light fittings or heaters.

## 18) Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the written consent of the Minchinhampton Market House. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## 19) Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the Market House and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way must be asked to leave the premises. No illegal drugs may be brought onto the premises.

## 20) Animals

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 in writing by the Minchinhampton Market House. No animals whatsoever are to enter the kitchen at any time.

## 21) Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau (CRB) checks 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 the Minchinhampton Market House with a copy of their CRB check and Child Protection Policy on request.

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## 22) 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, and shall indemnify and keep indemnified each member of the Minchinhampton Market House accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

## 23 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. Further detail can be found in Village Hall Information Sheet 34, Sale of goods.

## 24) Film shows

Children shall not be permitted to view age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

## 25) Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Booking Secretary is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Minchinhampton Market House. The Minchinhampton Market House 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) the Minchinhampton Market House 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.
- e) remedial repair or restoration work needing to be undertaken on the premises
- f) any other circumstances outside the control of the Minchinhampton Market House

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Minchinhampton Market House shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## 26) End of hire

The Hirer shall be responsible for leaving the premises and its surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise by the Market House Booking Secretary or an appropriate public official and any contents temporarily removed from their usual positions must be properly replaced. Otherwise the Minchinhampton Market House shall be at liberty to make an additional charge.

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### 27) Noise

The Hirer shall ensure that at all times 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

### 28) Stored equipment

The Minchinhampton Market House 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. All equipment and other property (other than stored equipment) 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.

The Market House 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 the Minchinhampton Market House 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.

### 29 No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed and no placards, decorations or other articles may be attached in any way to any part of the premises without the prior written approval of the Booking Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Minchinhampton Market House remain in the premises at the end of the hiring. It will become the property of the Minchinhampton Market House unless removed by the hirer who must make good to the satisfaction of the Minchinhampton Market House any damage caused to the premises by such removal.

### 30) No rights

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

### 31 Dangerous and unsuitable performances

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

### 32) 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 must be asked to leave the premises.

### 33) Chair storage after an event

There are three chair storage trollies beneath the stage, accessible by removing the stage frontage which is held in place by sliding bolts, in the centre and at each end. The chairs should be stored folded and stacked sideways. Please ensure that the rear trolley rope in the right hand compartment is placed on top of the front trolley to allow access for the next user before stacking the next trolley. 20 chairs may be left out and leaned against radiators, 10 on each side of the hall.