

MYDDLE VILLAGE HALL
Registered Charity No. 508349

BOOKING FORM

Name of Applicant:

Address:

Telephone no: Mobile:

Email address:

Date (s) of Function:

Nature of Function:

(Please give as full details as possible, e.g. wedding, dance, birthday party, charity function, etc.

N.B. If charitable function, please give details of charity.)

Total time Hall required: From To

Number of persons expected: (limited to 100)

Is a Bar required? **YES/NO** (delete as applicable)

If YES please speak to the Booking Clerk for further information. Provision of a bar is subject to licensing regulations.

Hire Rates

Morning (9.00am – 1.00pm) £25 (£20 for village organisations)

Afternoon (1.00pm – 5.00pm) £25 (£20 for village organisations)

Evening Sun – Thurs. (6.00pm – 11.00pm) £32 (£25 for village organisations)

Evening Fri – Sat. (6.00pm – 11.00 pm) £40 (£30 for village organisations)

All day rate. e.g. Elections £150

Children's parties (afternoons) £25

Charges for regular users (i.e. T. Tennis, Youth Club, Senior Club) £15 per session

Charges are inclusive of central heating, chairs, tables, crockery and cutlery.

Dishwasher extra charge of £5

There is a refundable deposit of £50 payable against damage to the Hall or its equipment which should be paid with the Booking Form.

Other hire rates (for private functions outside the Village Hall):

Trestle table £2 each Chairs £2 for 6

The above charges are applicable from 1st February 2012. All charges will be reviewed 1st Jan. 2013

- All Contracts of Hire in respect of the Village Hall are subject to the Terms and Conditions of Hire as attached. Please read before you sign. (The person signing must be over the age of 21 years and will be held responsible for ensuring that the conditions of hire are adhered to.)
- At the end of the hire period please ensure that the Hall is left in a clean and tidy condition.

Signed: Date:

Please complete and return pages 1 & 2 of the booking form with the appropriate hire charge to:

Mrs E Hodge
 17 Alford Gardens
 MYDDLE
 SY4 3RG

Telephone: 01939 291030

FEES: Hire charges: £

Other: £

TOTAL: £

Cheques for the full amount to accompany this Form and made payable to MYDDLE VILLAGE HALL

***** Prior to the hire period a £50 refundable deposit is required against damage to the Hall or the equipment*****

Myddle Village Hall

Standard Conditions of Hire

These standard conditions apply to all hiring of the Village Hall.

Applications for the use of any of the facilities at Myddle Village Hall, shall be made, on a booking form, and returned to the Booking Secretary, Jane Owen, 16 Hillside Myddle. The form may be obtained by telephoning the Booking Secretary on 07852482285 or by downloading a form from the Myddle Village website, www.myddle.net. Please note that until this form has been returned, and any necessary deposit paid, no engagement will be booked. Appointments may be made directly with the Booking Secretary should the hirer wish to view the facilities available prior to making a booking. The person whose name is stated on the booking form must be over the age of 21 year of age and will be deemed to be the hirer.

License

The Village Hall has a Premises License authorizing the following regulated entertainment and licensable activities at the times indicated. The hall may be hired during the following hours subject to any license conditions above:

- 06:00 – 23:00 Monday - Sunday

The Hirer will need to advise the Booking Secretary in order for a bar to be provided by or arranged with the Village Hall's Designated Premises Supervisor. Any Hirer wishing to use a TEN instead of the Designated Premises Supervisor must seek permission from the Booking Secretary prior to applying to the local council.

The Hirer agrees not to exceed the maximum permitted number of people (100) including the organizers/performers.

Where a licensable activity will take place, the Hirer hereby acknowledges the event will comply with times listed above. The hall does have a license with the Performing Right Society for the performance of copyright music.

The Hirer agrees with the Village Hall to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises License or that the village hall management committee deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Village Hall and the Hirer.

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

Deposits

A deposit of 50% of the hire cost will be required to confirm any booking. Full payment will be due at least 14 days before the event date. A refundable £50 damage deposit will also be required to be paid with the balance of the hire cost. This damage deposit will be refunded within 14 days of the event date if the hall is deemed to have been left in a satisfactory condition. If full payment for a booking is not received within 14 days of the event this will cause a loss of the 50% deposit and the hall may be re-let.

By returning requested payment and/or sending written confirmation, the Hirer is accepting all terms and conditions herein.

Age

The Hirer, not being a person under 21 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, under this Agreement, relating to management and supervision of the premises are met.

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 the management committee, 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.

Use of premises

The Hirer shall not use the premises 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 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. The management committee shall have the right to refuse admission to any person whom they consider undesirable and shall not be bound to give a reason for so doing.

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.

Licensable activities

The Village Hall holds a Performing Right Society License which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licenses are required in respect of any activity in the village hall the Hirer should ensure that they hold the relevant license or the village hall holds it.

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. A refrigerator is provided on the premises.

Animals

The Hirer shall ensure that no animals (including birds) except assistance dogs are brought onto the premises, other than for a special event agreed to in advance by the management committee. No animals whatsoever are to enter the kitchen at any time.

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 Village 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 Village Hall's health and safety policy. 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.

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

Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Caretaker.

Electrical appliance safety

The Hirer should be aware of the following:

- 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 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 Village Hall does not accept any responsibility should any such appliance activate the systems that protect the hall's power supply.
- The Village Hall will not accept any responsibility for any inconvenience or loss, including consequential loss, that may occur due to a power failure or by the power company supplying the hall in the form of a general 'power cut'.

Insurance and indemnity

The Hirer shall be liable for:

- 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
- All claims, losses, damages and costs made against or incurred by the village hall management committee, 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
- All claims, losses, damages and costs made against or incurred by the village hall management committee, 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, the Hirer shall indemnify and keep indemnified accordingly each member of the village hall management committee and the village hall's employees, volunteers, agents and invitees against such liabilities.

Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the management committee as soon as possible and complete the relevant section in the Village Hall's accident book. Any failure of equipment belonging to the Village Hall 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. A representative of the management committee will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

Smoking

The Hirer shall, and shall ensure that, the Hirer's guests 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.

Explosives and flammable substances

The Hirer shall ensure that:

- Highly flammable substances are not brought into, or used in any part of the premises, and that
- 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.
- No naked lights are permitted.

Heating

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

Sale of Alcohol

The Village Hall licence prohibits the sale, or consumption, of alcohol to or by persons under 18. If the Bar Staff are in any doubt Proof of Age will be requested. Our bar staff have been asked to check proof of age for anyone who appears to be under 25 years of age.

- The bar staff can refuse to serve unruly persons.
- In the event of persistent non-compliance or unruly behaviour the bar staff will close the bar and cease the sale and consumption of alcohol.
- No persons are allowed behind the bar without permission.
- Unless specifically arranged in advance all alcoholic drinks must be supplied by Village Hall Bar.
- Every sale or supply of alcohol must be authorised by the Village Hall DPS (Designated Premises Supervisor).
- No alcohol to be consumed outside of the building.
- Licensing hours will be confirmed by the Booking Secretary during the booking and form part of this agreement.
- Outside doors and windows are to be kept closed to prevent a noise nuisance to nearby residents.
- No glasses are to be taken out of the building.
- It is the responsibility of the Hirer to ensure their guests leave the premises, car park and driveway quietly.
- The management committee may, at its sole discretion, insist on professional Door Stewards attending an event, at the Hirer's expense

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. 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 shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

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 Village Hall's management committee 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.

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.

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.

No rights

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

Dangerous and unsuitable performances

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

Cancellation

In the event that the Hirer cancels the booking the following charges will be applied:

- More than 30 days notice: No charge and any deposit will be returned.
- Less than 30 days notice: Loss of deposit if deposit has been paid or 50% of the hire cost. If full payment has been received the balance will be returned.

The management committee reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- The Village Hall reasonably considering that :
 - Such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
 - Unlawful or unsuitable activities will take place at the premises as a result of this hiring
 - The premises becoming unfit for the use intended by the Hirer
- 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 already paid, but the Village Hall 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 (i.e., chairs and tables) properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge. The caretaker has instructions to close the hall 30 minutes after the end of the booking time. It is the responsibility of the Hirer to ensure all persons including helpers, musicians, and bar staff, etc., vacate the hall by that time. Kitchen equipment must be thoroughly cleaned and replaced in the cupboards provided. All breakages or damages must be reported to the Caretaker as soon as possible.

Stored equipment

The Village Hall 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 Village Hall may use its discretion in any of the following circumstances:

- 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
- 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 Village Hall 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.

And Finally...

The Committee and Members of Myddle Village Hall wish you every success for your event.