



Milford Village Hall

Portsmouth Road Milford GU8 5DS

Managed by Milford Village Hall Management Committee
on behalf of the Milford Village Hall Fund

CONDITIONS OF HIRE

The Conditions of Hire include the standard conditions of hire and adherence to the terms of the Data Protection, Health & Safety, Lone Working and Safeguarding Policies and the Information for Hirers document, copies of which are available on the Milford Village Hall website (www.milfordvillagehall.com) and in the Information for Hirers folder located in the village hall.

Definitions

“MC” means the Milford Village Hall Management Committee and trustees

“The Hirer” means the person or body who enters into an agreement to hire the property provided that if the Hirer is not an individual any reference to the Hirer in these Conditions of Hire shall, where the context so admits, be a reference to the authorised representative of the Hirer.

“The Property” means Milford Village Hall (comprising the whole building managed by the MC, Portsmouth Road, Milford, Surrey GU8 5DS.

“The Main Hall” means the main large meeting hall.

“The Offices” means the front office rooms

“The Meeting Room 1” means the rear meeting room to the left of the building

“The Meeting Room 2” means the rear meeting room to the right of the building

“The Hire Agreement” means the agreement made between the MC and the Hirer for the Hire of the Property

“The Period of Hire” means the duration of the Hire of the property under the Hire Agreement

“The Bookings Manager” means the person named as the bookings manager on the Milford Village Hall website

“Children and Young People” mean a person or persons aged under eighteen years of age

“Adults at Risk” mean a person or persons at risk of abuse or neglect because of their need for care and support, whether or not they are receiving care or support from a health or care service.



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1. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public occurring on the Property or its curtilage to the Bookings Manager as soon as possible and complete the relevant section in the Property Accident Book located in the kitchen of the Property. Any failure of equipment belonging to the Property or brought onto the Property by the Hirer that causes an accident or dangerous occurrence must also be reported as soon as possible.

2. Age

The Hirer, not being a person under eighteen years of age, hereby accepts responsibility for being in charge of the Property and will be on the Property at all times when the public are present and for ensuring that all conditions under the Hire Agreement relating to the management and supervision of the Property are met.

3. Alterations

No alterations or additions may be made to the Property nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Property without the prior written approval of the Bookings Manager. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the MC, remain in the Property at the end of the Hire. Any such fixture, fitting or attachment will become the property of the MC unless removed by the Hirer by the end of the day or, as the case may be, the last day of the Period of Hire. The Hirer must make good to the satisfaction of the MC any damage caused to the Property by such removal.

4. Animals

The Hirer must ensure that no animals or birds, except assistance animals, are brought into the Property, other than by express permission of the MC for which written permission will be given. Details must be provided on the Hire Agreement. No animals may enter the kitchen at any time.

5. Cancellation

- (a) If the Hirer wishes to cancel the booking before the date of the event and the MC is unable to source an alternative booking, a refund will be at the discretion of the MC.
- (b) The MC reserves the right to cancel the Hire Agreement by written notice to the Hirer in the event of:
 - The Property being required for use as a Polling Station;



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- The MC reasonably considering that such Hire will lead to a breach of hire conditions;
- The Property becoming unfit for the use intended by the Hirer;
- An emergency requiring use of the Property; or
- The Property having to be closed for necessary repair.

And in any such cases the Hirer shall be entitled to a refund of any hire fee and deposit already paid, but the MC shall not be liable to the Hirer for any resulting direct or indirect loss or damages thereto.

6. Data Protection and Privacy

The Hirer agrees to abide by the Data Protection Policy provided by the MC that is available in the Information for Hirers file and on the Village Hall website.

Hirers are advised that the MC maintain details of hirers on their database and may also hold other details such as email addresses and telephone numbers on other devices or system for the purposes of managing their hall booking. This data will not be shared with any other party(ies) without the explicit written prior consent from the hirer.

Milford Village Hall uses personal data for the purposes of managing the hall, its bookings and finances, running and marketing events at the hall, staff employment and its fundraising activities. Data may be retained for up to seven years for accounts purposes and for longer where required by the hall's insurers. If you would like to find out more about how we use your personal data or want to see a copy of information about you that we hold, please contact the Chair of the Management Committee, contact details for whom are available in the Information for Hirers file.

7. Deposit

A damage deposit may, at the discretion of the Bookings Manager, be charged and returned if no damage is sustained during a booking. If damage is sustained the deposit will not be returned. A further charge may be made should the deposit not cover the cost of repairing any damage sustained.

A £10.00 key deposit is required for ad hoc bookings and is provided to the Post Office staff upon collection and refunded when the keys are returned. The keys should be collected from, and returned to, Milford Village Post Office during their advertised opening hours.

8. Disorderly Behaviour

No disorderly behaviour shall be permitted on the Property. Hirers should ensure that guests are considerate of neighbours when leaving after an event. Alcohol must not be served to



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any person under the age of eighteen. No illegal drugs may be brought onto the Property.

9. Dangerous and Unsuitable Performances

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

10. Electrical Appliance Safety

The Hirer must ensure that any electrical appliances brought by them onto the Property and used there shall be safe, in good working order and used in a safe manner.

11. End of Hire

The Hirer shall be responsible for leaving the Property and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents or equipment temporarily removed from their usual positions properly replaced or an additional charge may be made commensurate with these requirements.

12. Explosives and Flammable Substances

The Hirer must ensure that:

- (a) Highly flammable substances, such as straw bales, are not brought into or used in any part of the Property;
- (b) Fireworks must not be used on any part of the Property;
- (c) No internal decorations of a combustible nature shall be erected in the Property without the approval of the MC. No decorations are to be put up near light fittings or heaters in the Property; and
- (d) There is no smoking or vaping in the Property.

13. Film Shows

The Hirer must ensure that appropriate restrictions are in place to ensure that film classifications are adhered to and that any necessary licenses for the showing of such media are in place.

14. Fire

In the event of fire, however slight, the Fire Brigade must be called in the first instance. If circumstances allow the Bookings Manager must then be contacted. Hirers must have read the Fire Policy and evacuation procedures prior to the hiring period.



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15. Fly Posting

The Hirer must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Property and shall indemnify and keep indemnified the MC and trustees against all actions, claims and proceedings arising from any breach of this condition.

16. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the Property in contravention of the laws relating to gaming, betting and lotteries.

17. Health & Hygiene

The Hirer agrees to abide by the principles of health and safety outlined in the Health & Safety Policy that is available on our website and in the Information to Hirers folder in the hall kitchen. Employees, hirers and visitors will be expected to recognise that there is a duty on them to comply with the practices set out by the MC, with all safety requirements set out in the hiring agreement and with safety notices on the premises and to accept responsibility to do everything they can to prevent injury to themselves or others.

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

Confetti, rice or similar products should not be sprinkled in the Premises during a hire period.

18. Heating

The Hirer must ensure that no additional heating appliances are used on the Property without the consent of the MC.

19. Inflatable Devices (eg Bouncy Castles)

It is the responsibility of the Hirer to ensure that public liability insurance for use of an inflatable is in place, especially if they are supervising the use of an inflatable, and not the supplier. MC does not provide any insurance for the use of inflatables and cannot accept any responsibility in the event of an accident.

The Hirer is responsible for ensuring that the supplier of the equipment has appropriate insurance.

When booking the Hirer must declare on the Hire Agreement that they intend to use an inflatable. This declaration will imply a commitment that:



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- The inflatable will be supervised at all times by an adult (over 18);
- Public liability insurance will be obtained and must be confirmed to the Bookings Manager prior to the event together with a copy of the policy. The MC reserve the right to cancel a booking if appropriate evidence is not provided in advance;
- The Hirer follows any and all instructions provided by the supplier and/or manufacturer of the inflatable; and
- The inflatable must not interfere with and/or obstruct any parts of the building, ie ceilings/lighting, curtains or fire exits or damage floor surfaces.

20. Insurance and Indemnity

(a) The Hirer shall be liable for:

- The cost of repair of any damage (including accidental and malicious damage) done to any part of the Property including its curtilage and contents;
- All claims, losses, damages and costs made against or incurred by the MC and trustees, their volunteers, employees, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the Property (including the storage of equipment) by the Hirer; and
- All claims, losses, damages and costs made against or incurred by the MC and trustees, 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 Property by the Hirer and, subject to sub-clause (b), the hirer shall indemnify and keep indemnified accordingly each trustee of the MVH, each member of the MC and any employees, volunteers, agents and invitees against such liabilities.

(b) The MC may, at its discretion, take out insurance to insure the liabilities described in sub-clause (a) above.

(c) Where the MC does not insure the liabilities described in sub-clause (a) above, the Hirer must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to the Bookings Manager. Failure to produce such policy and evidence of cover will entitle the MC to terminate the Hire Agreement forthwith.

21. Internet Service

An internet service is provided for the use of Hirers and their guests. Guidance on limitations on the use of the internet are:

(a) The internet service should not be used for any of the following purposes:



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- Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar or obscene or other objectionable material or otherwise breaching any laws or legislation;
- Transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or codes of practice;
- Interfering with any persons use or enjoyment of the internet; or
- Making, transmitting or storing electronic copies of material protected by copyright without permission of the owner.

(b) The Hirer and their guests must keep any username, password or other information which forms part of the internet services security procedures confidential.

(c) The MC reserves the right to suspend or terminate the internet service immediately.

Whilst the MC aims to offer an internet service, they are unable to commit to the provision of same to the Hirer either in terms of service or quality. It is the Hirer's responsibility to ensure that any enabled device used by them or their guests is compatible with the internet service provided by the MC.

The MC is unable to accept responsibility for any loss that may occur to data or other documentation or messages due to any interruption of internet services.

22. Liability

The MC shall not be liable to the Hirer for any direct, indirect or consequential loss (including but not limited to loss of goodwill, loss of business, loss of anticipated profits or savings and all other pure economic loss) exceeding twice the amount of the Hire Fee arising out of or in connection with the Hire Agreement as a result of the MC's failure to comply with any of its obligations.

23. Licensable Activities

(a) The Hirer acknowledges that the following licenses held by the MC and on display in the Information to Hirers Handbook in the Premises kitchen and on the MVH website, have been seen by the Hirer:

- The Premises Licence
- The Music Licence

and the Hirer must comply with their terms.



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- (b) If the use of the Property comprises or includes a licensable activity not covered by the Premises Licence (including the sale of alcohol) the Hirer must obtain a Temporary Event Notice from the appropriate authority with a copy to the Bookings Manager and must comply with any requirements of the authority in respect of such notice.
- (c) The Hirer must ensure that if any other licence is required for any activity carried out on the Property by the Hirer then the necessary licence is held by the Hirer.

24. Noise

The Hirer must ensure that a minimum of noise is made on arrival to and departure from the Property and comply with any other licensing condition for the Property.

25. Parking

Hirers should consider whether parking marshalls are required when there is heavy use of the car park to ensure safe entrance and exit onto the Portsmouth Road and also for users to follow the one way system in the car park.

26. Public Safety Compliance

- (a) The Hirer must comply with all conditions and regulations made in respect of the Property by the Local Authority, the Licensing Authority or other responsible body, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by Children and Young People.
- (b) The Hirer acknowledges being aware of the following matters, instructions for which are included in the Information to Hirers Handbook:
- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Property;
 - The location and use of fire equipment;
 - Escape routes and the need to keep them clear;
 - Method of operation of escape door fastenings where applicable; and
 - All compliance documentation including Health & Safety Policy, Premises Risk Assessment, Fire Risk Assessment and Emergency Plan, all of which are included in the Information for Hirers pack and on the Milford Village Hall website.
- (c) In advance of an entertainment, play or other event the Hirer must check the following items:
- That all fire exits are unlocked;
 - That all escape routes are free of obstruction and can be safely used;



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- The fire exit signs are illuminated;
- That there are no obvious fire hazards on the Property; and
- That they have pointed out to those present the fire exits for emergency evacuation and the evacuation assembly point in the car park.

(d) Where the Hirer brings onto the Property any items that may pose a public risk they acknowledge that they have informed the Bookings Manager of such items.

(e) The Hirer must ensure that the maximum number of people does not exceed 175 at the Premises.

27. Rights

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

28. Safeguarding Children, Young People and Adults at Risk

It is the responsibility of the Hirer to ensure the safeguarding of Children and Young People and Adults at Risk using the Property during the Hire.

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

Any individual or organisation wishing to run classes or events for unaccompanied persons under the age of 16 years, other than a private party, must be certified by the Disclosure and Barring Service. The MC reserves the right to apply further restrictions as they deem necessary.

MVH Safeguarding Policy is included in the Information for Hirers handbook and is available on the website.

29. Sale of Goods

The Hirer must, if selling goods on the property, comply with relevant legislation and code of practice used in connection with such sales.



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30. Smoking and Vaping

The Hirer must, and shall ensure, that the Hirer's invitees comply with the prohibition of smoking or vaping on the Premises. Any person who breaches this provision shall be asked to leave the Property.

31. Stored Equipment

- (a) The MC accepts no responsibility for any stored equipment or other goods brought onto or left at the Property, and all liability or loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each Hire or fees will be charged for each day or part of a day at the Hire fee per Hire until the same is removed.
- (b) Any items stored under the stage, with the permission of the MC, are accessed at the hirer's risk. The understage doors must be kept secured at all times whilst the hall is in use.
- (c) The MC 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 seven days after the agreed storage period has ended; and
 - Failure by the Hirer to dispose of any equipment or other goods brought on to the Property for the purposes of the Hire. This may result in the MC 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.

32. Supervision

The Hirer shall, during the Period of Hire, be responsible for supervision of the Property, 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 Property, whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Bookings Manager, the Hirer shall (subject to the provisions of Condition 12(b)) make good or pay for all damage (including accidental damage) to the Property or to the fixtures, fittings and contents and for loss of fixtures, fittings and contents.

33. Television

The Property does not have its own television licence. The responsibility for ensuring a licence is in place if the Hirer wishes to use services requiring a television licence lie with



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the Hirer.

34. Use of Property

The Hirer must not use the Property for any purpose other than that described in the Hire Agreement and must not sub-hire or use the Property or allow the Property to be used for any unlawful purpose or in any unlawful way nor do anything or bring on the Property anything which may endanger the Property or render invalid any insurance policies in respect of the MC.

The Property is available for hire between the hours of 6.00am-11.30pm for most activities. However, the Property is only available for hire between the hours of 8.00am-11.30pm excepting 1.00am on 31 December/1January for the purposes of regulated entertainment (ie plays, films, indoor sports events, live music, recorded music, performance of dance, making music and facilities for dancing).