

## SHIFNAL VILLAGE HALL COMMITTEE

(Registered Charity No. 503365)

### CONDITIONS OF HIRE

1. In these regulations and conditions, 'the Committee' means Shifnal Village Hall Committee or its appointed officers.
2. The person making the application to book any part of the premises will be deemed to be the Hirer for the purpose of these conditions. The 'Public' refers to private guests of the Hirer or to the general public.
3. Booking applications for the use of the premises must be made on the official booking form. No booking should be considered confirmed until written confirmation has been received. This is generated once a minimum deposit of £50 has been made.
4. Full hire charges must be paid at the time of application if the hire charge is less than the deposit of £50. The balance of the hire charges must be paid at the latest 4 full weeks before the date of the function. This date and the balance due will be recorded on the Confirmation of Hire issued by the booking clerk.
5. A refundable deposit of £100 must also be paid, at the latest by the date when the balance is due. This will be banked if made as a cheque. This is required towards the cost of clearing/restoring the premises following a function. This will be refunded within 28 days after the date when the function was held *provided the premises are left in as good and clean a condition as before the hiring.*
6. Cancellation of a booking must be made at least 4 full weeks before the booking date. Failure to do this, or if the Committee is unable to re-let the premises, will mean that the Hirer is liable to pay the full cost of the booking. The initial deposit of £50 will not be refundable under any circumstances.

### RESPONSIBILITIES OF THE HIRER

7. No alterations or additions shall be made to the premises or fittings thereof. No nails, screws or fixing devices shall be secured to any part of the premises without written approval from the Committee. *No sellotape, blue or white tac shall be used in any part of the premises.*
8. The chairman and/or the vice-chairman shall be entitled to enter the premises at any time for inspection and the Hirer shall make any necessary arrangement with the stewards.
9. The Hirer shall ensure that no more than 200 persons are admitted to a function (150 is a more comfortable number) and that all members of the Public leave the premises at the end of a hire period.
10. The Hirer shall ensure that no person brings onto the premises the following:
  - a) Alcoholic and soft drinks when the bar has been booked without prior arrangement with the Bar Manager, Mr. Chris Bird 07776 156575. (**NB** see LICENSING ACT 2003-PREMISES LICENCE point 'h', **re consumption of alcohol on the premises**)
  - b) Articles of inflammable or explosive nature (e.g. indoor fireworks or Chinese lanterns) or which produce an offensive smell.
  - c) Gas, oil or electric heaters or engines.
  - d) Dogs or any other animals (except guide dogs) unless prior consent is obtained from the Committee.
  - e) Table confetti may be used but the Hirer is expected to ensure that it is contained and removed completely. Failure to do this will result in part or all of the refundable deposit being withheld.
11. No person(s) shall be admitted after 10.15pm when the premises are hired for a public discotheque.
12. The Hirer must employ sufficient attendants/stewards to maintain good order and shall not permit drunkenness, disturbance or disorder. Juvenile parties and functions will require additional stewards to monitor the fire doors and entrance. Any person(s) under the influence of alcohol or creating a disturbance shall be expelled from the premises. The Hirer shall co-operate with the bar staff to ensure that no person under the age of 18 years purchases or consumes alcohol on the premises, including the car park and gardens belonging to Shifnal Village Hall.
13. The Hirer must leave the premises in as clean and good order and condition as at the start of the hiring. Chairs must be stacked as per instructions. Tables may be left out but **MUST** be cleaned. Furniture should only be moved between rooms with prior consent. In the case of default, the Hirer will pay to the Committee a reasonable charge (to be determined by the Committee) for reinstating the order/condition. (See note 5 regarding refundable deposits)
14. The premises are licensed by the Performing Rights Society and programme returns on live music performed are required. The Hirer is responsible for payment of any due royalties for copyright on a) stage plays, b) opera, c) ballet, d) musical comedies, e) film shows.

15. The premises are licensed for the performance of indoor plays, live and recorded music, dancing, screening of film shows and the sale by retail of alcohol for consumption on the premises but a Hirer should confirm the legal requirements for betting, gaming and lotteries, the use of recorded music or films, the use of copyright music, performances within the meaning of the Theatres Act 1968, music, singing or dancing.
16. The hire of the premises does not entitle the Hirer to use or enter the premises other than during the specific hours stated on the booking form. Additional usage will be charged at standard hire rates except for time after midnight which will be charged at double the standard rates. Preparation and cleaning/clearing times are charged at half the standard rate except after midnight. (See Price List)
17. The Committee does not accept responsibility or liability for any damage to, or theft or loss, of any property whatsoever brought to, or left on the premises. Any property left on the premises by the Hirer or any other person may be removed and costs for storage and removal charged to the Hirer. The Committee may, after 14 days, sell any such property left on the premises and the proceeds, less any deduction of expenses, shall be payable to the Hirer. Any deficit will be payable by the Hirer.
18. Neither the Committee nor its officers shall be liable for any loss, damage or injury to any person or property due to any defect in the premises or any act of omission of the Committee or its agents. The Hirer shall be deemed to take the premises with full notice of its condition and shall indemnify the Committee against all costs, claims or liability whatsoever.
19. The Hirer shall carry out all reasonable requests and observe all instructions issued by the Committee or duly authorised officer with regard to safeguarding the premises from damage by fire or other cause and/or to prevent injury to persons or property.
20. The Committee reserves the right to refuse any hire application without giving reasons, or to cancel any booking for an engagement which it considers objectionable or detrimental to the letting of the premises, or by requirement of the civil authorities. Any cancellation by the Committee shall not incur any liability for breach of contract.
21. No smoking is permitted in any part of the premises.
22. The Alcohol Act 2002 bans the inclusion of an alcoholic drink in any ticket price.
23. In respect of bookings for juvenile parties or functions, the main entrance and fire exits must be monitored to prevent unauthorised access and to prevent alcohol being brought onto the premises.
24. No licensable activity may be permitted on the premises unless it is covered by the Premises Licence or a Temporary Event Notice. Where a Temporary Event Notice is required it is the responsibility of the Hirer to obtain this from the Licensing Authority.
25. Bouncy castles are not permitted within the building but can be used outside in the car park and on the gardens belonging to the hall.

#### LICENSING ACT 2003 – PREMISES LICENCE

Please note that at all functions to which the Public are admitted the Hirer is responsible for ensuring that the conditions of the licence are met on behalf of the licensee. These conditions include:

- a. The Hirer shall be in charge of and present in the licensed premises during the whole time that they are open to the Public.
- b. The Hirer shall not be engaged on any duties which prevent him/her from exercising supervision.
- c. Music and entertainment provided shall not cause a nuisance to nearby residents and any form of amplification shall be so controlled as to prevent such nuisance.
- d. No poster, advertisement, photograph, sketch synopsis or programme shall be displayed, sold or supplied anywhere which is unsuitable for general exhibition.
- e. At all times when the premises is open to the Public, there shall be in attendance at least one responsible adult person for every 50 members of the Public present. These attendants shall be aware of the routine followed in the event of fire, including operation of the fire fighting equipment provided and the evacuation of the Public in an emergency. In the event of fire, all persons should assemble on Aston Street Car Park, adjacent to the Village Hall.
- f. The premises licence holder is Shifnal Village Hall Committee.
- g. The Designated Premises Supervisor is Mr. Christopher Bird or any member of his staff employed by him in that capacity.
- h. No alcohol may be consumed on the premises without the Designated Premises Supervisor, or a member of his staff, being present.