STANDARD CONDITIONS OF HIRE OF MUDFORD VILLAGE HALL

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

Breach of any of these conditions will result in the event being cancelled or brought to an early end

Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

Supervision

During the period of the hiring, you are responsible for: (i) supervision of the premises, the fabric and the contents; (ii) care of the premises, safety from damage however slight or change of any sort; and (iii) 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 us, you must 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. (iv) ensuring no unauthorised persons enter the Premises.

Use of Premises

You must not use the premises (including the car park, if any) for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises.

Hiring

The maximum number of persons allowed in the premises at any one time is 100 standing and 80 sitting at tables.

Bookings for one-off events such as parties are made on a first come first serve basis.

The Management Committee have the right to refuse any application for the hire of the premises without stating a reason.

Any time required by the hirer to set up an event will be charged at the usual hourly rate.

The hirer must be present throughout the entire event.

At all times the hirer will take reasonable care to ensure the occupants of neighbouring properties are not inconvenienced, or caused a nuisance due to noise and excess light. To assist with this curtains and windows should be closed in the evenings and at night. The hirer will ensure that the neighbouring properties are not obstructed by vehicles.

The right of entry to the premises is reserved to Management Committee and any other agent of the owner and any police officer at any time during the hiring.

Events must be closed and the premises empty by 12.00 midnight on Sunday to Friday and by 00:30a.m on Saturday.

Key Lock System

You will be sent an email and text message a few days before your booking with a code to enter the premises.

Insurance and indemnity

(i) You are liable for:

(a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents
(b) the cost of repair of any damage (including accidental and malicious damage) done to our WiFi service
(c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service, and
(d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service, and subject to sub-clause (ii), you must indemnify us against such liabilities.
(ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
(a) any insurance excess incurred and
(b) the difference between the amount of the liability and the monies we receive under the insurance policy.
(iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you 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 our Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer. We are insured against any claims arising out of our own negligence.

Safeguarding children, young people and vulnerable adults

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004 and 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.

The hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons have access to the children. Children under eighteen years of age must not be left unsupervised in the premises.

Booking of adult entertainment must be done in such a way as to protect children from harm.

The Hall has a written Safeguarding Policy which is published on the website and is available on the Hall's notice board.

Safety and Emergencies

The hirer is responsible for understanding what action must 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. b) In advance of any period of hire, the hirer shall check the following items: that all fire exits are unlocked and all escape routes are free of obstruction, that any fire doors are not wedged open, that exit signs are illuminated and that there are no obvious fire hazards on the premises. The hirer must also read the fire action plan available in the Hall, and point out fire exits to users at the start of any meeting/function.

No exits may be blocked, chairs or obstructions placed in corridors or fire appliances removed or tampered with.

Bouncy Castles

Indoor bouncy castles are permitted, but **ONLY** with proper protection for the floor, to prevent damage. Please refer to the size plan on the website. Outdoor bouncy castles are **NOT** permitted. Children using the bouncy castle must be under constant supervision. The hirer must have their own insurance for any injury loss of damage arising out of the use of the bouncy castle and is responsible for the safety of all users.

Gaming, betting and lotteries (to include bingo)

The Hall is NOT licensed for gaming machines or equipment; there must be no gaming or betting of any kind (including bingo), that is for private gain (non-commercial bingo is permitted).

Alcohol

Alcoholic drinks may be served free but the sale of alcoholic drinks is allowed ONLY if a Temporary Event Notice (TEN) is in place or with the express permission of the Management Committee. If a glass of alcohol with a meal is included in the ticket price, this is the sale of alcohol and must be covered with a TEN or specific Management Committee permission.

Use of the Hall when serving alcohol must be in keeping with Somerset Council's four licensing objectives, namely:

i) The prevention of crime and disorder
ii) Public safety
iii) The prevention of public nuisance
iv) The protection of children from harm.

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No events may be advertised stating the availability of any alcoholic drinks without the prior permission of the Management Committee. Bottles and glasses must be collected regularly during an event. All the conditions attached to the Premises Licence for the Hall shall be duly observed. A copy of the Licence will be provided upon request by the Management Committee and the hirer shall be deemed to have had notice of all such conditions.

The sale of and serving of alcohol must stop at 11.00p.m Sunday to Friday and 11:30p.m on a Saturday.

Music Copyright licensing

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission. The playing of music must stop at 11.00p.m Sunday to Friday and 11:30p.m on a Saturday.

Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, 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.

Hirers are not allowed to bring high consumption electrical equipment into the Premises. All electrical equipment brought into the premises must have a valid Portable Appliance Test (PAT) sticker.

Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the Hall and avoid violent or criminal behaviour: (i) no one attending the event consumes excessive amounts of alcohol (ii) no illegal drugs are brought onto the premises. Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

Food, health and hygiene

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation, regulations and Food Standard Agency requirements. 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 provided with a refrigerator and thermometer.

Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are 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 you must make use of it in the interests of public safety.

Stored equipment

We accept no responsibility for property brought in the premises, and all liability for loss or damage is hereby excluded. All equipment and other property must be removed within 30 minutes of the end of each hiring. We may, in our discretion, dispose of any items left on the premises by sale or otherwise on such terms and conditions as we think fit.

Money

No money is to be left in the premises. The Management Committee takes no responsibility for any money left in the premises.

Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made there under. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book, kept in a green folder next to the first aid kit in the kitchen. The Hall's trained first aiders will review the accident book and report the incident to the Incident Contact Centre, if appropriate. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

Explosives and flammable substances

You must ensure that:

(i) Highly flammable substances are not brought into, or used in any part of the premises. (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

Heating, light and power

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

You are not permitted to bring additional lights into the Premises. You are not permitted to extend the lighting from the existing electrical fittings without prior approval of the Management Committee.

Heating and lighting is included in the rental. During colder weather the heating can be turned on by turning the thermostat up to 20° C and you must turn down the thermostat to 10° C when leaving the premises.

Do not adjust radiator controls without the consent of a Management Committee member.

Animals

You must ensure that Guide dogs, Hearing dogs and assistance dogs are allowed on the promises with their owners.

Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep us indemnified accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

Sale of Goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

WiFi Services

When using the WiFi service you agree at all times to be bound by the following provisions:
(i) not to use the WiFi service for any for the following purposes:
(a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
(b) 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 code of practice;
(c) interfering with any other persons use or enjoyment of the WiFi service; or
(d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
(ii) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

Termination of WiFi service
We have the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation: (i) if you use any equipment which is defective or illegal; (ii) if you cause any technical or other problems to our WiFi service; (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;

Availability of WiFi Services

(i) Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times. (ii) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the main hall. (iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

Privacy and Data Protection

(i) We may collect and store personal data through your use of our WiFi service. (ii) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service. If you would like more information or object to anything in these conditions, you should speak to a member of the Management Committee.

Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, at the complete discretion of the Management Committee, require payment of the hire fee. We reserve the right to cancel this Agreement by giving you written notice in the event of: (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election; (ii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring; (iii) the premises becoming unfit for your intended use; (iv) 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 we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

End of Hire

You are 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 properly replaced, otherwise we may make an additional charge.

All rubbish must be cleared away from the Hall and responsibly disposed of and items recycled when possible.

The hirer is responsible for ensuring all lights and other appliances are turned off, taps are turned off and doors locked at the end of the period of hire.

Chairs and tables must be stacked on the trolleys provided.

No alterations

You must not make any alterations or additions to the premises, nor install or attach any fixtures or placards, decorations to include of a temporary nature or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

November 2025.

Mudford Village Hall Management Committee.