

# Malborough Village Hall and Playing Fields Association

# **Guidance for Trustees and Users**

#### Introduction

The Malborough Village Hall and Playing Fields Association (MVH & PFA) is a charity that was established in March 1948 as a result of an application to the Charity Commissioners of England and Wales for the conveyance of the property, known as the Trust Premises. The members of the Committee of Management are the Trustees of the Charity. The conveyance document, in effect the legal foundation for the MVH & PFA, is the 'governing document', as defined by the various Charities Acts.

Since 1948, the MVH & PFA has developed as an organisation. Decisions on policy, expenditure and management have been approved and recorded in the minutes of AGMs and Management Committee meetings. This document brings together these decisions in one place and explains the governing document. It does not replace or supersede the governing document in any way.

#### **Purpose**

This guidance document lays down the rules for the general management and use of the Trust Premises.

## **Objectives**

The role of the MVH & PFA is to provide the inhabitants of the Parish of Malborough and the immediate vicinity with facilities and a framework for their use for the purposes of:

- Physical and mental training
- Recreation
- Social, moral and intellectual development

This provision shall be made without discrimination on grounds of sex, ethnicity, physical or mental ability or of political, religious or other opinion.

#### The Trust Premises

The Trust Premises comprise the land and buildings outlined in red and shown on the map at **Appendix A**. They comprise:

- Playing fields with Football and Cricket Pitches
- 2 wooden Sports Pavilions
- Tennis and Netball Courts
- Skateboard Area
- A large Hall (240m²) in the main building provided with Badminton Court markings, an extending Stage with theatre type services, and an associated Kitchen with a bar area
- The Annexe (52m²) in the main building with a small Kitchen and separate Cloakroom
- Toilets in the main building for users of the Hall and Annexe.
- Children's Play Area
- Adult Gym Equipment
- Wooded area planted to celebrate the millennium,
- An area to the front of the hall used for Village events and activities
- Parking for 52 cars in space owned by the MVH & PFA
- Parking for 29 cars in public car park space

#### Governance

The general management of the Trust Premises and the arrangements for their use is the responsibility of the Management Committee. The Management Committee shall have a maximum of 25 elected and appointed members. Up to 17 members are to be elected at the Annual General Meeting.

Each organisation formed or existing in the community whose aims are consistent with some or all of the objectives above and who use the Trust Premises regularly may appoint one member to the Management Committee subject to the approval of a resolution by at least two thirds of the Management Committee. Those current organisations entitled to appoint a member are listed at Appendix B. These organisations should nominate their representative one month before each AGM.

The Management Committee may co-opt up to 8 members to represent the interests of the Parish not represented by any organisation.

All members shall retire annually at the AGM but may stand for re-election or re-appointment.

## **Annual General Meeting**

The Management Committee shall convene an Annual General Meeting (AGM) in the first quarter of each year. Notices inviting all inhabitants of the Parish aged 18 years and over shall be prominently displayed at least one week before the meeting. The AGM shall receive and consider:

- The Minutes of the previous AGM
- A report on the previous year's activities and major plans for future activities
- The audited Accounts for the previous year
- The appointment of Auditor for the following year
- The resignation of all elected and appointed members of the Management Committee
- The election of a new Management Committee
- If at any time it shall be deemed appropriate or convenient and agreed by majority in a meeting of the appointed Trustees it shall be permitted that an Annual General Meeting may be held later than the first quarter of a year
- If circumstances prevent such a meeting from taking place within the physical location selected in advance by the Trustees, then that meeting shall take place by employing electronic means of communication, such meeting to be called through public announcement or otherwise as detailed above

### **Management Committee**

The Management Committee shall elect a Chairman, a Secretary and a Treasurer from within the elected members. The terms of reference for these officers are at **Appendices C, D and E**. Additional officers may be appointed by the Management Committee to undertake responsibilities that must also be defined in writing.

A Booking Officer shall be appointed who may be an elected, appointed or co-opted member. The terms of reference for the Booking Officer are at **Appendix F.** 

The Management Committee is responsible for ensuring that relevant legislation affecting the use and maintenance of the premises is understood and implemented by the Trustees and by users of the facilities. In particular:

- 1. The Management Committee shall ensure the sensible application of Health and Safety regulations to the maintenance and use of the Trust Premises.
- 2. The Management Committee shall be familiar with the objectives of the Premises Licence issued by The South Hams District Council Licensing Authority namely:

- The prevention of crime and disorder
- Public Safety
- The prevention of public nuisance
- The protection of children from harm

To this end, The Management Committee shall approve and maintain a document (**Appendix G**) containing information about and the terms and conditions for the hire of all or any part of the Trust Premises. This document shall be prominently displayed on the Hall noticeboard and shall be made available to any interested inhabitant of the Parish and anyone enquiring about hiring facilities. The conditions for hire should be defined so that the licensing objectives are met.

The Management Committee shall draw up and approve a list of Hire Charges which shall be prominently displayed on the Hall noticeboard and shall be made available to any person wishing to hire any part of the Trust Premises. The hire charges shall be reviewed annually.

The Management Committee shall ensure that all money paid for the hire of Trust Premises or donated to the charity shall be held in properly constituted bank accounts at a bank in Kingsbridge. The Management Committee shall authorise all payments for the development and maintenance of the Trust Premises from these bank accounts.

The Management Committee may appoint sub-committees and delegate any of its functions accordingly. The terms of reference and delegated authority for such sub-committees shall be recorded in the minutes of the monthly management meeting at which the sub-committee is appointed. Authority to spend up to £250 on any one item may be delegated to a sub-committee.

The Management Committee shall ensure that contracts for the routine cleaning and maintenance of the Trustee Premises are in place and are reviewed annually. A sub-committee or an individual member of the Management Committee may be appointed to manage each contract and be the point of contact between the contractor and the Management Committee.

### **Monthly Management Meetings**

The Management Committee shall normally meet once every month except August. Additional meetings may be called as necessary to consider exceptional issues that may arise. The number of members who shall form a quorum at these meetings shall be one third of the total number of members of the Committee. If circumstances prevent such a meeting from taking place within the physical location selected in advance by the Trustees, then that meeting may take place by employing electronic means of communication provided that all possible attendees are notified.

The purpose of the monthly meetings is to:

- Approve the Minutes of the previous meeting as an accurate record of decisions made
- Review and progress outstanding actions
- Receive the Treasurer's Report on income and expenditure in the previous month and the balance in the various bank accounts
- Receive the Booking Officer's Report on bookings and forecast income for the coming two months
- Discuss and approve proposals for marketing the Trust Premises to the local community
- Review proposals for future development or maintenance of the Trustee Premises and authorise expenditure accordingly.
- Receive reports from sub-committees and review expenditure authorised by them between meetings.
- Receive the Secretary's Report on any correspondence received

- Discuss any issues raised at Parish Council meetings that might impact on the MVH & PFA and identify matters, such as requests for funds for projects, which should be taken to the Parish Council for their consideration.
- Receive a report from the sports clubs that use the playing fields, tennis and netball courts
- Discuss under Any Other Business issues that may impede or further advance the objectives of the MVH & PFA

#### Dissolution

Any consideration of dissolution of the charity must be dealt with exactly as defined in the original conveyance. The Trustees should first seek legal advice and the advice of the Charity Commission.

In general terms, if the Management Committee resolve to dissolve the charity or that it is necessary or advisable to discontinue the use of the Trust Premises in whole or in part, the Management Committee shall convene a General Meeting of the inhabitants of the Parish of Malborough. Notices specifying the resolution and inviting all inhabitants of the parish aged 18 years and over shall be prominently displayed at least two weeks before the meeting. If the resolution is passed by a majority of those attending the meeting, then, subject to the consent of the Charity Commission.

- The Trustees will remain in office as Charity Trustees and be responsible for winding up the affairs of the Charity in accordance with this clause.
- The Trustees must collect in all the assets of the Charity and must pay or make provision for all the liabilities of the Charity.
- The Trustees must apply any remaining property or money directly for the Objectives above:
  - 1. by transfer to any Charity or charities for purposes the same as or similar to the Charity
  - 2. in such other manner as the Charity Commission for England and Wales ("the Commission") may approve in writing in advance.

The Trustees must notify the Commission promptly that the Charity has been dissolved. If the Trustees are obliged to send the Charity's Accounts to the Commission for the accounting period which ended before its dissolution, they must send the Commission the Charity's final accounts.

## **Amendments**

The Management Committee may amend this guidance document provided that:

- no amendment may be made to alter the Objectives of the charity except through the Trustees seeking a Scheme from the Charity Commission
- Any provision contained in the Governance section may be amended, provided that any such amendment does not contravene the governing document and is made by resolution passed by a simple majority of the inhabitants of Malborough present and voting at a general meeting.
- The Appendices may be amended by the Management Committee subject to the approval of two thirds of the Trustees present at the meeting

Appendix A: Boundaries of the Trust Premises

Appendix B: Organisations entitled to appoint a Management Committee member.

Appendix C: Terms of Reference for Chairman

Appendix D: Terms of Reference for Treasurer

**Appendix E:** Terms of Reference for Secretary

Appendix F: Terms of Reference for Booking Officer

Appendix G: Terms and Conditions of Hire and Information for Hirers

# **The Trust Premises**



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# Organisations Entitled to Appoint a Management Committee Member

The following listed organisations may appoint one member of the Management Committee. Each organisation wishing to do so should nominate their appointee in writing to the Secretary one month before the AGM. Appointments should be made for a period of one year.

## Entitled organisations:

- The Malborough Amateur Dramatic Group
- The Badminton Clubs
- The Malborough and South Huish Horticultural Society
- The Malborough Primary School
- The Kingsbridge and Malborough Football Club
- The Parish Council
- All Saints Church, Malborough
- Malborough Baptist Church

## Terms of Reference - Chairman

The Chairman is one of the Trustees elected at each Annual General Meeting. The Chairman is elected by the Trustees as the Chairman of the Management Committee and is responsible to the Trustees. As such, the role is to:

- Chair the AGM and meetings of the Management Committee
- Deliver an annual report at the AGM
- Sign Minutes of the meetings when agreed as a true record of proceedings
- Call for votes when contentious issues are debated
- Cast the deciding vote when there is no majority
- Co-opt additional committee members at its discretion
- Convene an Extra-ordinary General Meeting when necessary
- Appoint and prescribe the functions and membership of Sub-Committees, as necessary
- Ensure that an auditor is appointed each year
- Ensure that the audited annual accounts are passed to the Charity Commission or equivalent body
- Take responsibility for ensuring all current Health & Safety regulations are complied with
  including: an annual risk assessment, annual testing and servicing of all gas and electrical
  appliances and annual service and testing of fire-fighting equipment.

The AGM and the Management Committee meetings are the forums through which the objectives of the MVH & PFA are furthered and upheld. The Chairman should bear this in mind in conducting these meetings and to that end should:

- Ensure the Trustees stick to the Agenda
- Ensure everyone's views are heard
- Keep order stop private conversations breaking out
- Ensure that when decisions are reached, all present understand what the decision was!

### Terms of Reference - Treasurer

The Treasurer is one of the Trustees elected at each Annual General Meeting. The Trustees appoint the Treasurer. The Management Committee is responsible for deciding how money is raised and spent. The Treasurer is responsible to the Trustees for helping the Management Committee look after the Association's money and is to:

- Keep accounts of all income and expenditure
- Pay properly authorised invoices
- Receive donations and payments against invoices issued by the Booking Officer or an authorised Trustee
- Produce a late payment schedule to the Committee each month to enable these to be followed up
- Obtain a monthly bank statement and reconcile the accounts with it
- Attend the monthly Management Meetings and present the previous month's income and expenditure and the current balances in all accounts held. Provide a copy of these accounts to each Trustee present.
- Keep track of financial commitments made by the Management Committee and advise on the implications of any additional commitments under consideration
- Provide all the information necessary for the appointed auditor to audit the accounts annually
- Present the annual accounts to the AGM and ensure that they, plus any other relevant information required, such as change in Trustees, is submitted to the Charity Commission or equivalent body by the appropriate time limit

# Terms of Reference – Secretary

The Secretary is one of the Trustees elected at the AGM. The elected Trustees appoint the Secretary. The Secretary is responsible to the Trustees and as such the role is to:

- Give reasonable notice of the date, time and place of Management Meetings to all members of the Committee
- Take the Minutes of Management Meetings and Annual General Meetings
- Keep copies of meetings in a Minute Book in chronological and numbered order. These Minutes to be agreed as a true record of the proceedings by the Trustees and signed by the Chairman
- Distribute copies of Minutes to each Trustee prior to the next meeting. A copy is also sent to the Parish Council Clerk and Parish Council representatives who attend Management and Annual General Meetings
- Draw up an Agenda for each meeting in conjunction with the Chairman
- Read out correspondence at the committee meetings, agree a response with the Trustees and write replies
- Ensure all notepaper and publicity material shows the charity registration number and name of the organisation
- Keep an ordered archive of correspondence
- Place advertisements in local newspapers to publicise the AGM and public consultation meetings

## The Terms of Reference of the Booking Officer

The Booking Officer is appointed by the Trustees. The Booking Officer is not necessarily a member of the Management Committee but is responsible to them. The role of the Booking Officer is to:

- Take telephone enquiries about hiring the Hall, the playing fields or any part of the Trust Premises and follow them up.
- Confirm bookings in writing by sending an invoice and conditions of hire
- Quote the charge rates approved by the Management Committee for the period concerned
- Inform hirers of the Terms and Conditions of Hire shown at Appendix G to this document
- If an enquiry about a possible multiple booking is received from a new customer that might be confirmed following a negotiation of a price below the standard charges, consult with the Treasurer and Chairman as to the terms that could be accepted.
- Send a copy of all invoices to the Treasurer on a regular basis
- Keep a diary of bookings and send a report to the Trustees in time for each monthly Management Committee meeting to advise advance bookings for the next two months
- Request hirers to send payments direct to the Treasurer

The Trustees will refund all expenses incurred by the Booking Officer, including cost of telephone usage and part rental, stationery and postage.

#### **Conditions of Hire**

These standard conditions apply to all hirings of the Village Hall. If the Hirer is in any doubt as to the meaning of any of the following, the Hall Secretary or Booking Officer should immediately be consulted (contact details can be found on the website <a href="www.malboroughvillage.org.uk">www.malboroughvillage.org.uk</a>, or at the end of this document.

Note that should it be necessary to call the Police then dial 101 for assistance or, if an instant response is required, dial 999.

#### 1. Age

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

Any person under the age of 16 years of age must be supervised by a responsible adult at all times.

#### 2. 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 and Hall driveway. As directed by the Hall Secretary or Booking Officer 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 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 Hirer is responsible for completing a Risk Assessment, to be lodged with the Booking Officer prior to the period of hire.

Please note: A CCTV system is installed in the Hall for the safety of both the premises and users. Recorded images will be retained for 30 days and made available to a Police Officer on request if necessary.

### 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.

### 5. Licensable activities

The Hirer acknowledges that the Village Hall holds a Performing Society Rights Licence 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 licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence or ensure that the Village Hall holds it.

### 6. 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 Hall's Fire Risk Assessment (a copy of which can be found on the website) 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. Smoking is prohibited within the Premises.

- (a) The Hirer acknowledges that they will familiarise themselves with:
- 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.
- An 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 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.

### 7. 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.

## 8. Outbreaks of fire

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

### 9. Health and hygiene

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

## 10. Electrical appliance safety

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.

#### 11. 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 and its surrounds or the contents of the premises. (Note: One off bookings shall be liable to pay a £50 returnable deposit to cover any damage which may be caused during a hire)

- (ii) 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
- (iii) 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, and subject to sub-clause (b), 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.
- (b) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and, in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Village Hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Village Hall Management Committee and the Village Hall'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 Village Hall 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 Village Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Secretary to rehire the premises to another Hirer.

The Village Hall is insured against any claims arising out of its **own** negligence.

## 12. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of the Village Hall Management Committee as soon as possible and complete the relevant section in the Village Hall's Accident Book located with the first aid box in the Main Hall Kitchen. Any failure of equipment belonging to the Village Hall must also be reported as soon as possible, by noting this on the clipboard, in the Kitchen.

#### 13. 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 (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 candles to be used.

#### 14. 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. Any problems associated with the heating provided in the Main Hall and Annexe should be reported to the Booking Officer or Hall Secretary.

## 15. 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. Where it appears to the person selling the alcohol that the customer may be under the age of 25 years, they are required to ask them for identification to prove that they are over the age of 18 and can lawfully purchase alcohol.

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. This incident must be recorded in the Hall Incident Book which is kept in the Main Hall Kitchen with the Accident Book.

#### 16. 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 by the Village Hall. No animals whatsoever are to enter the kitchen at any time.

#### 17. Safeguarding children, young people and adults at risk

The Hirer 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 Acts 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, the Hirer must provide the Village Hall Committee with a copy of their Safeguarding Policy and evidence that relevant checks have been made thorough 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.

#### 18. 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.

## 19. Cancellation

The Deposit of 33% of the Hire Charge due for the event booked will only be returnable if more than 14 days notice of cancellation is given. This does not apply to regular bookings. The Village Hall 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 Village Hall Management Committee 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.

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.

#### 20. 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. 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. The Hirer shall ensure that all emergency exits are kept closed but not locked whilst amplified music is being played.

#### 21. 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 properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge. The Hirer shall ensure that:

- All Main Hall chairs are stacked against the walls stacks to be no more than 8 chairs high
- All Main Hall tables are folded and returned to the labelled areas in the corner of the Hall
- All Annexe tables are folded and returned to their position against the wall (with the exception of the static tables)
- All Annexe chairs to be stacked no more than 6 chairs high
- All toilets have been flushed and taps switched off
- All lights (except emergency lights) and heaters are switched off
- All Fire Escape doors should be checked to ensure securely closed
- The keys are returned as directed by the Booking Officer.

#### 22. 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.

### 23. No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Hall Secretary or Booking Officer. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the Village Hall, remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Hall if any damage caused to the premises by such removal. No items considered to be part of the Hall's fixtures and fittings, including curtains, may be removed without the written consent of the Hall Secretary or Booking Officer, such consent having been agreed by the Management Committee. The notices on the Entrance Hall noticeboard may not be removed nor staples or drawing pins used in the surround of this board. Should an event require to personalise certain areas then the Booking Officer or Hall Secretary should be consulted.

#### 24. No rights

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

# 25. Dangerous and unsuitable performances

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

### 26. Hiring Rates

The Hirer should be aware that the rates of hire are reviewed by the Hall Management Committee annually and new rates are published no later than/on or before the 1<sup>st</sup> January each year. Any advance bookings should note that hire rates may be adjusted each year and that the hire charge for the event will be at the rate prevailing at the time of the event.

#### 27. Parking

Visitors attending a function at the Hall may park in the Village Hall Car Park. It should be noted that cars should first of all park in the Car Park before parking anywhere else in the vicinity of the Hall. Parking on the Access Path to the Hall may only be for the purpose of loading and unloading.

Such parking is at the risk of the driver and the Hall accepts no responsibility for any damage caused. If the function is of sufficient size, then the Hirer may ask the Booking Officer if they may use the overflow car parking for which set up information will be supplied

#### 28. Useful Information

The Hirer should note the following:

No hand towels, dishcloths or cutlery are provided

Washing Up Liquid is provided in both the Main and Annexe Kitchens

Toilet Paper and Soap is provided in the Toilets

The crockery and glassware provided in the Kitchens is available for use but if this is used then it should be returned, clean, to the correct cupboard.

There are labelled instructions for the Water Heater and Dishwasher

The Main Hall Cooker will not operate if the Clock is flashing – this will need to be set using the instructions to be found in the instruction book folder on the side of the cupboard to the right of the opening hatch

#### In the Main Hall there are:

17 x 1.8m Folding Tables

12 x 1.2m Folding Tables

2 x .75m Square Static Tables

## In the Annexe there are:

3 x 1.8m Folding Tables

3 x 1.2 Static Tables

1 x .68 Static Tables

There is a total of 220 upholstered chairs in the Hall and Annexe. There is also a quantity of plastic seat chairs which are available for back stage work if needed.