



Mortimer Hall Oxford Road Old Marston Oxford OX3 0PH
Old Marston Village Hall Registered Charity No. 304331

Standard Conditions of Hire

These standard conditions apply to all hiring of Mortimer Hall. If the hirer is in any doubt as to the meaning of the following the Booking Agent should immediately be consulted. The hirer, not being under 21 years of age, hereby accepts responsibility for being present and in charge of the premises for the entire period of hire and agrees to ensure all conditions under this agreement, relating to management and supervision of the premises are met.

1. Supervision

The hirer will during the period of the hiring be responsible for the supervision of the premises, its fabric and contents their care and safety from damage or change of any sort however slight, the behaviour of all persons using the premises whatever their capacity, including proper supervision of the car parking to avoid accidents to pedestrians or any obstruction of the highway.

2. Use of Premises

The hirer will not use the premises for any purpose other than that described in the hiring agreement and will not sub-hire or use 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.

3. Licences and Insurance

The management committee holds all the insurances and licences necessary to run the premises. The hirer is However responsible for obtaining all other licences and insurances as may be required in respect of any event Or activities they hold or promote at the premises, copies of which must be lodged with the hire agreement

4. Gaming Betting and Lotteries

The hirer will ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting, and lotteries.

5. Outbreaks of fire

The fire service shall be called to any outbreak of fire however slight, and details thereof shall be given to the booking agent.

6. Public Safety Compliance

The hirer shall comply with all conditions and regulations made in respect of the premises by the halls fire risk assessment, local and licensing authorities 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 will also comply with the Mortimer Hall health & safety policy.

7. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature are not permitted.

8. Health and Hygiene

The hirer shall if preparing, serving, or selling food, observe all the relevant food health and hygiene legislation and regulations. All food requiring refrigeration must be stored in compliance with the Food Safety (Temperature Control) Regulations 1995.

9. Electrical Appliance Safety

The hirer shall not bring and ensure others do not bring electrical appliances onto the premises without the committee's approval. This will only be granted for appliances in good condition, used in a safe manner in accordance with the Electricity at Work Regulations 1989. (Portable Appliance Testing) is compulsory on all electrical appliances used or brought on to the premises.

10. Insurance and Indemnity

The hirer shall be liable for the cost of repair of any damage done (accidental or malicious) to any part of the premises including the curtilage thereof or the contents of the premises; and all claims, losses, damages and costs made against or incurred by the committee, its 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 committee, its employees, volunteers, agents or invitees as a result of any nuisance caused by 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 committee, their employees, volunteers, agents and invitees against such liabilities.

11. Animals

The hirer will ensure that except for assistance dogs no animal's birds or reptiles are brought onto the premises, other than for a special event agreed to in advance by the committee. At no time are any animals, birds or reptiles permitted to enter the kitchen.

12. Compliance with the Children's Act 1989

The hirer will ensure that any activities for children under 8 years of age comply with the provisions of the Children's Act of 1989 and subsequent legislation and that only fit and proper persons who have passed the appropriate DBS checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The hirer will provide the booking agent with sight of their DBS and Child Protection Policy on request.

13. Fly Posting

The hirer will not carry out or permit fly posting or any other form of unauthorised form of advertisement for any event taking place at the hall or elsewhere and shall indemnify the committee accordingly against actions, claims and proceedings arising from any breach of this condition, failure to observe this condition may lead to prosecution by the local authority.

14. Sale of Goods

The hirer will, if selling goods or services on the premises, comply with fair trading laws and any code of practice used in connection with such sales, in particular the total price of all goods and services to be prominently displayed with the hirer's name and address, all discounts offered will be based on manufacturers RRP.

15. Cancellation

A £5.00 cancellation admin fee applies. The hirer will, if wishing to cancel their booking, give 28 days' clear written notice before the date of the event, or the question of the payment or the repayment of any monies due or paid will be at the discretion of the committee if they are unable to conclude a replacement booking. The Committee also reserves the right to cancel this booking in the event of the hall being required for use as a polling station or emergency centre or similar, in which case the hirer is entitled to a full refund of any monies paid, but the committee will not be liable to the hirer for any direct or indirect loss or damages whatsoever.

16. Unfit for Use

The hirer agrees that in the event of any part of the premises being rendered unfit for the use for which it has been hired, the committee will not be liable to the hirer for any resulting loss or damage whatsoever.

17. Refusal of Booking

The committee reserve the right to refuse any booking or to cancel the hire agreement at any time by written notice to the hirer. The hirer upon such notice is entitled to a full refund of any fees paid, but the committee will not be liable to make any further payment to the hirer. The committee also reserves the right to terminate any event in progress at any time if the terms and conditions agreed to any licensing conditions are breached or unlawful or unsuitable activities are taking place.

18. Noise

The hirer will ensure that a minimum of noise is made on arrival and departure and their guests or patrons do not congregate in the entrance way or outside the hall. All doors and windows will remain closed during the performance of amplified music or speech, Regulated Entertainment will be held internally only and restricted to 40db(A) by order of the Local Licensing Authority.

19. Capacity

The hirer agrees not to exceed the maximum number of people permitted on the premises (includes all adults, children, and babies)

20. Means of escape

All means of escape from the premises must be kept free from obstruction and immediately available for instant public exit.

21. Rubbish

Up to two bags of general rubbish Not food waste can be left by the large bin located in the car park. The hirer agrees to take all their food waste and excess rubbish away from the premises and dispose of it properly.

22. No rights

The hiring agreement constitutes permission to use the premises and confers no tenancy or other right of occupation on the hirer

23. Heating

The hirer agrees not to bring any unauthorised heating appliances onto the premises neither electric, propane gas or otherwise.

24. Safety

The hirer agrees that children are not permitted in the kitchen or on the podium, and will have responsible adult supervision in the meeting room where the emergency exit is independently alarmed for safety reasons, (No hirer reset if this alarm is triggered by opening the door) The hirer agrees to supervise the use of the water boiler if used and acknowledges the hall insurance does not cover accident, injury or loss caused by equipment brought onto the premises by the hirer and it is their responsibility to check the suppliers liability insurance

25. Use of Facilities

The condition and quality of the tables and chairs, contents and the fabric of the hall are checked prior to and after every event it is the hirers responsibility to notify the booking agent prior to the start of your event if any discrepancies are found, hall crockery if used must be washed and dried and returned as found, tables and chairs to be wiped clean and returned to the store as found.

26. Stored equipment

The committee accepts no responsibility for any stored equipment or other property brought onto the premises and all liability for loss or damage is hereby excluded, all lost property will be kept for 14 days then disposed of.

27. Accidents and dangerous occurrences.

The hirer must report all accidents involving injury to the public to the authorised representative named at- 2. (b) of the hire agreement

28. Drunk and disorderly behaviour / supply of illegal drugs

To avoid disturbing our neighbours and to avoid violent or criminal behaviour on or about the premises the hirer agrees there will be: -

No sale or supply of alcohol to anyone suspected of being drunk

No sale, supply, or use of alcohol for under 18's

No sale, supply, or use of illegal drugs

No illegal drugs brought onto the premises

And any person suspected of being drunk or under the influence of drugs or behaving in a violent or disorderly manner shall be asked to leave the premises immediately.

29. No alterations

No alterations, additions, fixtures, or decorations will be attached to or made to the premises without the committee's permission

30. Access

Access to the premises please check the week before your event about collection of the keys which remain the property of the committee, but the hirer accepts responsibility for them whilst in their possession and agrees not copy or pass them on to a third party. The police, fire and ambulance services will be:

always permitted unrestricted access to the premises.

31. Fire Check & End of Hire

The hirer shall be responsible for ensuring none of the heaters have anything left on or in front of them, the cooker and any other electrical appliances used are turned off and all rubbish removed from the premises. Leaving the premises and the surrounding area in a clean and tidy condition properly locked and secured with all contents returned to their usual places and is fit for use by the next hirer otherwise, the committee will be at liberty to withhold your deposit or make additional charges.

Schedule of Special Conditions

The hirer will take note of the Dispersal Policy and relay it to their guests or patrons, (by the hall exit)

<>

The hirer will take note that the performance of amplified music or speech is to be held internally only and is not permitted in any outside areas, all doors / windows must remain closed during the performance and the volume is not to exceed specified levels, hall users are not permitted to congregate in the car park or entrance way to minimise any disturbance to our neighbours.

<>

No electrical appliances, gas cylinders or machinery are permitted on the premises without the prior consent from the Hall Committee.

<>

The kitchen is not to be used for anything other than its intended use Not to be used as a bar area or anything which contravenes any of the food health and hygiene legislation and regulations.

<>

Except for wheelchairs/mobility aids and pushchairs no other type of wheeled conveyance is permitted within the premises at any time.