

Conditions of Hire

Please note that any events at the Centre will be subject to the Covid-19 guidelines in place at the time of the event.

1. Correspondence

All correspondence should be addressed to the General Manager, Manuden Village Community Centre, David Collins Drive, Manuden CM23 1EH. The email address is info@mvcc.manuden.org.uk and the telephone number is 01279 817111.

2. Extent of the Conditions

These conditions of hire relate to all parts of the Manuden Village Community Centre (MVCC) building, all sports pitches including the Multi-Use Games Area (MUGA), and the car park.

3. The Hirer

The Hirer shall be the person named on, and a signatory to, the Hiring Agreement, and shall be responsible for ensuring that these conditions of hire are fully complied with. In the event of non-compliance:

- a) the Hirer and any organisation, company, partnership or any other body which he or she represents shall be jointly and severally liable; and
- b) the Management Committee may cancel the booking and all future bookings. The Hirer shall remain liable for all charges, including cancelled bookings.

Persons under the age of eighteen years are not acceptable as hirers. A parent, guardian or carer over the age of eighteen years will be required to sign documentation relating to the hire of any part of the premises, and to accept legal responsibility for, and for the supervision of, any activity on the premises involving persons under eighteen years of age, or a person deemed a "vulnerable adult". This responsibility includes full compliance with the Manuden Village Hall & Sports Trust's Vulnerable Adult and Child Protection Policy.

4. Booking Procedures

All bookings must be made by completing and returning the appropriate form before the date required for hire. No booking shall be regarded as confirmed until the booking has been accepted by the General Manager and a deposit has been paid by the Hirer if required. Seasonal block bookings may not exceed a period of twelve months, and no booking shall be accepted more than two years in advance. The Management Committee reserves the right to refuse any application for any hiring.

5. Purpose of Hire

At the time of booking the Hirer shall agree in writing with the General Manager the time hired, rooms, pitches and any equipment required, as applicable.

The Hirer shall not use the facilities for any purposes other than those described in the booking form, and shall not sub-hire the facilities to any other person or organisation.

The General Manager will advise the Hirer of the maximum number of individuals that will be allowed at any event. Under no circumstances should this number be exceeded.

6. Hire Charges

The hire charges for use of the facilities shall be determined by the Management Committee, details of which can be obtained from the General Manager or by visiting our website. The Management Committee reserves the right to alter charges without notice up to the time that the booking is confirmed. Hire charges are reviewed annually on 1 January. If a booking has been made for a date or dates after a revised tariff comes into effect, the revised tariff shall apply. The hiring fee includes setting-up and exiting time.

Unless otherwise agreed, a non-refundable deposit of 10% of the hire charge or £5.00 (whichever is the higher) shall be paid by the Hirer on confirmation of a booking. Additionally, a cleaning/damage deposit of £250 may also be requested prior to a larger event, which may be cashed if there is any damage or if the building or premises have not been left to a required level of cleanliness.

Unless otherwise agreed, all hire charges, excepting any deposit paid, shall be payable at least fourteen days in advance of the date of hire. Where it has been agreed that hire charges may be paid after the date of hire, the charges shall be notified by invoice.

Any other additional charges due from the Hirer shall be invoiced by the MVCC as soon as is practical after the date of hire. Such additional charges shall include costs due from the Hirer for any damage, breakages, additional hire time, additional cleaning time (if the Hirer leaves the premises in an unacceptable condition) or for any other item referred to in these conditions.

7. Payment

Payments for hire may be made by cash, cheque payable to Manuden Village Hall & Sports Trust, or by bank transfer (BACS transfers to Lloyds Bank plc, Sort Code: 77-05-12, Account Number: 15917860). It is not currently possible to pay by credit or debit card.

Payment for block bookings is expected to be made on a monthly basis.

Payment must be made within seven days of the invoice for the hire period, or as specified by the General Manager. The Management Committee reserves the right to charge interest at 5% on any invoice that has not been settled by the specified date.

Overdue accounts may result in the suspension of use of any of the facilities at the Centre until the debt has been cleared in full. Failure to pay an overdue account will be passed to solicitors for recovery procedures to be instigated.

8. Cancellation by the Hirer

- a) Any cancellation of a booking must be made in writing to the General Manager.
- b) No refunds will be made if a booking is cancelled less than seven days before the hire period.
- c) If a booking is cancelled between eight and twenty-eight days of the date of hire, 50% of the booking fee will be refundable.
- d) These cancellation charges will be due notwithstanding whether the facilities are subsequently re-hired.

9. Cancellation by the MVCC

- a) The MVCC reserves the right to cancel any booking at any time and for any reason, although it is envisaged that it would not do so other than in exceptional circumstances.
- b) The use of specific facilities during a Hire Period may be prohibited or varied by the Management Committee at any time and for any reason. The Management Committee will use its best endeavours to provide alternative facilities.
- c) The MVCC reserves the right to cancel any booking and to end a Hire Period at any stage during it in the event of a breach of these conditions of hire.

- d) The MVCC will not be responsible for any expenditure or loss incurred by the Hirer in connection with a cancellation or termination under clause 9(b).

10. Hire of Equipment

The Hirer shall agree the equipment required during the Hire Period in writing with the General Manager at the time of booking. If available, the Management Committee will provide the equipment required at the applicable rate of hire. Should the Management Committee be unable to provide the equipment required, the Hirer may, with the agreement of the General Manager, be allowed to bring their own equipment to the Community Centre. The use of this equipment will be at the sole responsibility of the Hirer. See clause 21.3 in respect of electrical equipment.

11. Damage or Loss of Property (including items stored in designated storage areas)

The use of the premises and equipment, facilities and amenities, including car parking, is permitted solely at the Hirer's own risk. Unless caused by its own negligence, the Management Committee accepts no liability for damage to or loss of any property or articles whatsoever placed or left in the MVCC or any part thereof. This includes, but is not restricted to, the outbuildings and car park, by any club, organisation or member of any club or organisation, or any individual attending any event held at the MVCC.

12. Property Left at the MVCC

If the Hirer fails to collect any property left at the MVCC, it will be disposed of after 14 days.

13. Damage

The Hirer shall, on demand, pay to the Management Committee the reasonable amount incurred by the Management Committee in repairing or replacing, as appropriate, any damage to the fixtures, fittings, equipment, furniture, contents, pitches or MUGA by any club, organisation or individual hiring the facilities (fair wear and tear excluded). Additionally, the Management Committee will charge an administration fee equal to 20% of the cost of repair or replacement. The amount of such damage shall be determined by the Management Committee, whose decision shall be final. If damaged equipment cannot be repaired, the full replacement cost will be payable by the Hirer.

The Management Committee reserves the right to terminate the Hire Agreement with any club, organisation or individual who is persistently responsible for damage to the MVCC.

14. Vacation of Premises

The Hirer must ensure that, at the end of the Hire Period, the areas that have been hired and any equipment used are left in a clean and tidy state and in the same condition as found. Cleaning equipment is provided for this purpose, which can be found in the kitchen cupboard. Cleaning packages are available on request.

The Management Committee reserves the right to charge an additional fee if the premises, pitches or areas used are left in such a condition that extra cleaning is required.

Hirers are required to vacate the MVCC promptly at the end of the Hire Period. Hirers are requested to ensure all members of their group leave the premises in a quiet and orderly manner.

15. Security

Any group, organisation or individual entrusted with custody of keypad codes must not share these codes with any unauthorised individuals or organisations.

16. Insurance

- a) For large events the Hirer is responsible for ensuring that, at their own expense, they take out third-party liability insurance cover (minimum cover £5m) to cover loss of or damage to property (whether the Management Committee's or belonging to an individual), and injury or death of any person caused by the Hirer's negligence during the Hire Period or in connection with it.
- b) The Hirer will provide to the Management Committee, at the time of signing the conditions of hire, a copy of the relevant Insurance Policy or Certificate by way of confirmation that this insurance has been arranged.
- c) The Management Committee is not responsible for insuring third-party property brought into the MVCC in connection with the Hire, in respect of fire, theft, loss or any damage. The Hirer is therefore responsible for making separate insurance arrangements to cover these risks.
- d) Clause 16(a) may be waived at the discretion of the Management Committee where individual hirers hire the facilities for a one-off event. Hirers are advised to consult their insurance brokers concerning the provision of adequate third-party liability insurance cover. If no cover is taken out, hirers are referred to the disclaimer at clause 23.
- e) Third-party liability cover is compulsory if tickets or vouchers are sold for an event at the MVCC.

17. Licensing

The MVCC has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated.

Activity	Licensed	Times
Performance of plays	Yes	10.00–23.00 Mon–Thur 10.00–23.30 Fri–Sat 10.00–23.30 Sun
Exhibition of films	Yes	08.00–23.00 Mon–Thur 08.00–23.30 Fri–Sat 08.00–22.30 Sun
Indoor sporting events	Yes	08.00–23.00 Mon–Thur 08.00–23.30 Fri–Sat 08.00–22.30 Sun
Boxing or wrestling entertainment	Yes	10.00–23.00 Mon–Thur 10.00–23.30 Fri–Sat 10.00–23.30 Sun
Performance of live music	Yes	10.00–23.00 Mon–Thur 10.00–00.00 Fri–Sat 10.00–23.30 Sun
Playing of recorded music	Yes	10.00–23.00 Mon–Thur 10.00–00.00 Fri–Sat 10.00–23.30 Sun
Performance of dance	Yes	10.00–23.00 Mon–Thur 10.00–23.30 Fri–Sat 10.00–23.30 Sun
Making music	Yes	10.00–23.00 Mon–Thur 10.00–00.00 Fri–Sat 10.00–23.30 Sun
Dancing	Yes	10.00–23.00 Mon–Thur 10.00–23.30 Fri–Sat 10.00–23.30 Sun
Provision of hot food or drinks after 11pm	Yes	23.00–00.00 Fri–Sat only

Activity	Licensed	Times
Sale of alcohol	Yes	11.00–23.00 Mon–Thur 11.00–00.00 Fri–Sat 11.00–22.30 Sun

Where a licensable activity will take place, the Hirer hereby acknowledges the conditions of the Premises Licence, in accordance with which the hiring must be undertaken, and agrees to comply with all obligations. If alcohol will be available at your event, you must seek written permission from the General Manager by completing the appropriate forms. In the terms of this licence, all external windows and doors must be kept shut after 11.30pm to prevent music pollution. The Hirer agrees not to exceed the maximum permitted number of people per room, including the organisers/performers. The MVCC has a licence with the Performing Right Society for the performance of copyright music, and from Phonographic Performance Limited (PPL).

In order to hold a licensable activity on the premises, or on part of the premises not covered by the MVCC's Premises Licence, a Temporary Event Notice (TEN) must be gained from the licensing authority.

The Hirer shall obtain the written consent of the General Manager for this purpose before applying to the licensing authority for a TEN. Failure to do so will result in the cancellation of the hiring without compensation, because there is a limit to the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by local voluntary organisations and the MVCC Management Committee.

18. Accidents or Other Emergency Incidents

In the event of an accident, incident and/or injury, the Hirer will immediately alert the General Manager, a nominated representative, or the Management Committee.

The Management Committee will ask a Hirer to provide first aid cover for larger events. In this event, a member of a recognised organisation such as St John Ambulance must provide cover.

All first aid treatments, incidents and emergencies must be recorded in accordance with the Management Committee's current procedures and the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR).

19. Room Capacities

The room capacities below must not be exceeded at any time:

Hall	Atkinson Room	Club Room
200 people	50 people	40 people

20. Equal Opportunities

The Management Committee is committed to helping all clubs, organisations and individuals provide equality of opportunity for the whole community and those wishing to contribute to the functioning and operation of the MVCC. The Management Committee will respect the diversity of the backgrounds from which they may come.

Discriminatory behaviour, remarks and victimisation are unacceptable, and the Management Committee will not tolerate such behaviour. The Management Committee reserves the right to terminate the Hire Agreement with any club, organisation or individual who has behaved in this way if, after negotiation, it has not been possible to help those responsible to understand and overcome their prejudices.

The Management Committee and all involved in the provision of the Centre, including Hirers, will adhere to all relevant codes of practice issued and updated by the Equality and Human Rights Commission and any

other relevant UK law.

21. Rules

The following Rules form an integral part of the Conditions of Hire.

21.1 Smoking

Smoking is not permitted inside the MVCC building or on the MUGA. The Hirer shall be responsible for enforcing this Rule during the period of hire, and any person in breach of this provision will be asked to leave the premises immediately.

21.2 Dangerous Substances / Articles

No illegal drugs, substances or articles of a combustible, explosive, dangerous, noxious or intoxicating nature may be brought onto the premises without the consent of the General Manager. No decorations shall be placed in close proximity to heaters or light fittings.

21.3 Portable Electrical Appliances

No portable electrical appliances are to be brought into and used in the MVCC without the prior written agreement of the General Manager. Any such appliance must have been inspected in advance in accordance with current Institution of Engineering and Technology (IET) Wiring Regulations and bear an appropriate valid Inspection Certificate.

21.4 Infringement of Copyright

Hirers shall indemnify and keep indemnified the Management Committee against all claims, legal fees, court fees, damages, demands, actions and proceedings in respect of any infringement of intellectual property rights arising from an unauthorised public performance or use of recording apparatus at the MVCC by the Hirer or his agent.

21.5 Broadcasting and Filming Rights

No Hirer may grant broadcast (sound or television) or filming rights without the prior written consent of the General Manager.

21.6 Music, Dancing and Performance

The Hirer shall ensure that all statutes, regulations and bylaws in relation to music, dancing and performance in public places are fully complied with. A copy of any licences that may be required is to be provided to the General Manager when the Hire Agreement is signed. The Hirer will indemnify and keep indemnified the Management Committee if a penalty arises from an unlicensed or unauthorised performance or broadcast at the MVCC. If sound amplification equipment is in use, the Hirer shall be responsible for ensuring that the volume is kept to a reasonable level so as not to cause disturbance or annoyance to occupants of nearby properties.

21.7 Photographs and Video Recordings

Prior permission from the General Manager is required before photographs for professional use and publication are taken. The use of video recording equipment is not allowed without permission from the General Manager.

21.8 Advertising

The Hirer shall not advertise, publicly announce or display any notices (internal or external) about any event to take place at the MVCC without the prior written approval of the General Manager.

21.9 Catering

The Hirer shall make arrangements with the General Manager at the date of booking in respect of catering arrangements, if appropriate. The Hirer is responsible for ensuring that all relevant food hygiene legislation and regulations are complied with in respect of food prepared and stored on the premises.

21.10 Sale of Goods

The Hirer shall not sell or supply, or permit any other person to sell, supply or offer for sale, goods of any kind at the MVCC without the prior written consent of the General Manager.

21.11 Consumption of Alcohol

The Hirer is not permitted to arrange for, or permit, the sale or consumption of alcohol at the MVCC without the prior written permission of the General Manager. If permission is granted, the General Manager will inform the Hirer of any licensing applications or permissions which must be obtained from the relevant authorities prior to the sale or consumption of alcohol. Any licences obtained must terminate no later than 23.30 on Fridays and Saturdays and 23.00 on any other days.

21.12 Gambling

Sweepstakes, raffles or any other lottery shall only be held at the MVCC during the hire period if they are permitted by law (and registered if the law requires) and prior written permission is obtained from the General Manager.

21.13 Alterations to Premises

The Hirer shall not alter or interfere with any equipment, fittings or structure of the MVCC. If the demountable stage is required, arrangements must be made with the General Manager for this to be set up. The Hirer must not attempt to assemble or store the demountable stage.

21.14 Access to Changing Facilities

Access to the changing facilities is via the rear entrance. Soiled, studded or spiked shoes must be removed before entry into the building.

21.15 Hall Floor

Stiletto heels and black-soled sportswear must not be worn in the main hall.

21.16 Health and Safety

The Hirer must comply with the MVCC's health and safety policy, which incorporates the requirements of the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1992. The policy can be found on the MVCC website.

21.17 Amplified Sound

No amplified sound may be played after midnight on Fridays and Saturdays, or after 23.30 on other days. A sound delimiter is in place and will be activated if the music level increases above acceptable levels.

21.18 Fireworks

Fireworks will only be permitted with prior written consent from the General Manager. If approved by the MVCC, fireworks must only be let off in a pre-agreed area by an approved professional firework company and at a pre-agreed time, which will be no later than 10pm. All remnants of spent fireworks must be cleared, with all areas left in their original state. Management reserves the right to cancel a firework display if conditions are not met.

21.19 Dry Ice and Smoke-Generating Equipment

The use of dry ice, smoke-making equipment or similar equipment is strictly prohibited.

21.20 Candles

No candles, incense burners, incense sticks or other combustible materials shall be used in any part of the MVCC.

21.21 Fixings to Walls

The use of sellotape and other adhesive tapes to fix notices, posters, etc. to walls, windows, doors or other surface areas is strictly prohibited. Notices, posters or decorations may be affixed to the walls by white/blue tack or to the fixtures provided for this purpose.

21.22 Helium Balloons

Helium balloons may not be used in the MVCC building unless weighted. Fines of up to £40 may be charged for escaped balloons.

21.23 Induction Loop Microphone

No items are to be attached to the induction loop microphone.

21.24 Clearance of Decorations

The Hirer is responsible for the removal and disposal of all decorations fixed to the inside and the outside of the building during the hiring of the building.

22. Multi-Use Games Area (MUGA) Terms & Conditions

All footwear must be spotlessly clean before entering the pitch area. The following footwear is permitted:

- Moulded studded boots
- Astro or 4G training boots
- Screw-in studded boots (i.e. rubber or plastic)

Training shoes with completely flat soles are permitted, but it is preferred that a more suitable alternative is worn. Nylon-studded, alloy or alloy-tipped or bladed boots are not approved for use on 4G pitches and must not be worn under any circumstances.

- a) The Hirer is responsible for all players using the pitch and will be liable to pay for any damage to the playing surface. Continued abuse of this condition will result in the Hirer's booking(s) being cancelled.
- b) Items such as footballs and tennis balls are not provided. It is the responsibility of the Hirer to ensure such equipment is available.
- c) Admittance to the MUGA is not permitted until the allotted starting time, and only to the pitch that has been booked. Unauthorised use of the MUGA will be charged at the peak rate.
- d) Other than guide dogs, no pets are allowed on the MUGA.

23. Disclaimer

The Management Committee accepts no liability in relation to claims, demands, actions or proceedings in respect of the death of, or injury without limit to, any person, or damage to, or direct or indirect loss of or damage to, property belonging to any person during the course of, or in consequence of, the Hiring, unless caused by the Management Committee's negligence.