## MELLS TITHE BARN MANAGEMENT COMMITTEE

Registered Charity no. 304581

Bookings Secretary: Helen Leakey Rose Cottage, Little Green, Mells, Frome BA11 3QZ Telephone 01373 812498 mellsbarnbookings@gmail.com

## IMPORTANT - PLEASE READ CONDITIONS OF HIRE

- 1. Any person signing a Hire Agreement (hereinafter referred to as the Hirer) with the Mells Tithe Barn Management Committee (hereinafter referred to as the Committee) relating to the hire of the Mells Tithe Barn (hereinafter referred to as the Barn) shall be deemed to have read, understood, and agreed to abide by the following Terms and Conditions.
- 2. The Hirer must be over the age of twenty-one at the time of signing the Hire Agreement. Proof of age may be requested in any case of doubt.
- 3. The hiring of the Barn is at the discretion of the Committee and the Committee reserves the right to refuse any booking without giving any reasons theretofore, and to attach conditions, additional to the conditions herein set out, to any particular hiring.
- 4. Upon notification of the acceptance of a provisional booking, the Hirer will deposit, within seven days, a non-returnable sum equal to 25% of the total charge payable in respect of the hiring. The balance of the charge must be paid not later than 14 days before the hiring is due to take place. No application shall be deemed to be accepted until the deposit has been paid and the prescribed booking form delivered.
- 5. The Hirer shall be responsible for ensuring that all persons who enter the Barn during their period of hire observe and abide by these Terms and Conditions
- 6. The Hirer shall leave the Barn in a clean and tidy state with the tables stored under the stage and the chairs on the racks. The kitchen is to be left clean and tidy with crockery and utensils cleaned and stored in the cupboards and all electrical equipment turned off (see detailed instructions at Annex).
- 7. The Hirer may use the area in front of the Barn for parking but only on the Barn side of the space the far side is a private area and is to be left clear for access to the neighbour's parking area and also for emergency vehicles. The garden to the rear of the Barn may be used; but not for amplified music, fireworks, or activities that would cause a nuisance or disturbance to neighbours. For a fee, a marquee may be erected on this site within these rules and advice should be sought from the Booking Secretary regarding delivery, erection and collection so that it does not interfere with other Barn activities.
- 8. The Hirer shall read and follow the instructions regarding fire precautions and other matters displayed on the notice board in the entrance hall. <u>Under no circumstances are straw or hay bales allowed to be brought into the Barn.</u>

- 9. The Hirer shall, if preparing, serving or selling food, observe all relevant food hygiene legislation. The kitchen facilities in the Barn are suitable only for casual drink and food preparation (e.g. hot drinks, cakes and sandwiches etc.). For other food preparation and for large numbers, it is the responsibility of the Hirer to be satisfied that caterers used for the event are appropriately qualified and adequately equipped, in particular, with regard to chilled food service equipment. The Hirer shall remove all food waste and any unused food that is brought into the Barn.
- 10. The Hirer shall not leave any greater quantities of rubbish than that which can be contained in the rubbish skip. Any excess rubbish must be taken away by the Hirer.
- 11. In order to preserve the Barn's decoration in good condition, the Hirer shall not attach any posters, banners, decorations or similar to any surfaces in the Barn without the permission of the Committee. This permission must be requested and obtained at the time of signing the Hire Agreement.
- 12. The Hirer shall not bring into the hall any intoxicating liquor or alcoholic beverages without permission from the Committee. This permission must be requested and obtained at the time of signing the Hire Agreement. The Hirer who wishes to sell alcohol will normally be expected to obtain a Temporary Event Notice (TEN) under the Licensing Act. As only 12 of these are allowed per year, it is important that the Hirer seeks approval to apply for a TEN from the Booking Secretary well in advance to avoid disappointment. Alternatively it may be possible, in certain circumstances for village or charity events, to arrange for alcohol to be sold under the license held by the Barn. This facility is exclusively at the discretion of the Committee and is governed by strict supervision regulations. Where permission is granted to serve alcohol, under the Barn license, a fee of £20 will be levied for each event.
- 13. The Hirer shall not allow the consumption of any intoxicating liquor by any person under the age of eighteen in the Barn or its immediate environs.
- 14. The Hirer shall ensure that a named responsible adult is present at all times for each ten attendees under the age of twenty-one if the Hire Agreement is for a party or function where persons under that age are to be present.
- 15. The Barn does have an entertainment licence and hirers who are organising musical concerts or activities in which music is played publicly, and for which an entry charge or subscription is made, must hold the relevant PRS/PPL licences in order to hire the Barn for those events. At private or family events (e.g. wedding receptions or parties for which no charges are made) music may be played without the need for such licences. If in doubt please check with the PRS/PPL licencing authorities.
- 16. The Hirer shall not play or allow to be played music at a volume which will cause a public nuisance. A sound limiter is fitted (which cuts off electricity for temporary periods when volume levels are consistently exceeded) and this makes the Barn an unsuitable venue for particular musical events or discos. The Hirer should satisfy him/her-self before agreeing to hire the Barn for an event in which music plays a key role.
- 17. The erection and dismantling of disco equipment, stages, marquees, stalls and mixer towers shall not take place between the hours of 00.30 am. and 07.00 am.
- 18. Damage to any of the fixtures or fittings or furniture in the Barn will be rectified at the Hirer's expense. Repair work will be undertaken under the supervision of the Committee.

- 19. The hirer may only draw and hold the keys for the Barn during the period of hire. Where keys are held for unauthorised periods longer than that booked, the extra time will be charged at the appropriate hire fee.
- 20. The Barn is a public place and as such, by law, no smoking is allowed anywhere in the building. It is the responsibility of the Hirer to ensure that this law is respected while the Barn is hired. Any breaches of the law shall be the responsibility of the Hirer and any fines or other penalties imposed due to such breach shall be met by the Hirer.