## 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

## **TERMS AND CONDITIONS OF HIRE**

- 1. Any person (the Hirer) signing a Hire Application Form for the hire of Mells Tithe Barn (the Barn) is deemed to have read, understood and agreed to the following Terms and Conditions (the Conditions).
- 2. The hiring of the Barn is at the discretion of the Mells Tithe Barn Management Committee (the Committee) and the Committee reserves the right to refuse any booking without giving any reasons and to attach conditions, additional to these Conditions, to any particular hiring.
- 3. Following notification by the Bookings Secretary of the acceptance of a provisional booking, the Hirer must, within seven days, complete the Hire Application Form and deposit a non-returnable sum equal to 25% of the total charge payable in respect of the hiring. The booking is not confirmed until the deposit has been paid and the signed Hire Application Form has been received by the Bookings Secretary. The balance of the charge must be paid not later than 4 weeks before the hiring is due to take place.
- 4. The Hirer must be over the age of twenty-one at the time of signing the Hire Application Form
- 5. The Hirer shall be responsible for ensuring that all persons who enter the Barn during their period of hire comply with these 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 'Instructions For Barn Equipment' and 'Check List For Leaving The Barn After Hire' on the website and on the kitchen notice board).
- 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 to neighbours. For a fee, a marquee may be erected on this site within these Conditions and advice should be sought from the Bookings Secretary regarding delivery, erection and collection so that it does not interfere with other Barn activities.
- 8. The Hirer shall read the instructions regarding fire precautions and other matters displayed on the notice board in the entrance hall. Straw or hay bales are not allowed in the Barn. Fireworks are not allowed in the Barn or the grounds.
- 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.

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- 10. The Hirer shall not leave any greater quantities of rubbish than that which can be contained in the rubbish bin in the car park. **Any excess rubbish must be taken away by the Hirer.**
- 11. 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 when submitting the Booking Enquiry Form and obtained prior to signing the Hire Application Form.
- 12. If the Hirer wishes to sell alcohol the Hirer must obtain prior approval from the Bookings Secretary and, if approved, the Hirer must obtain a Temporary Event Notice (TEN) under the Licensing Act. It may be possible, in certain circumstances for village or charity events, for alcohol to be sold under the licence held by the Barn. This facility is exclusively at the discretion of the Bookings Secretary and is governed by strict supervision regulations. Where permission is granted to sell alcohol under the Barn licence, a fee of £25 will be payable.
- 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 grounds.
- 14. The Hirer shall ensure that an adult is present at all times for each ten attendees under the age of eighteen.
- 15. The Barn does not have a licence to play or perform music in public. A licence is not required for music played at private functions such as wedding receptions, family parties etc. For hirers to play or perform music in public, the Barn must get a licence (*TheMusicLicence*) from PPL PRS Ltd. If the Hirer will be playing or performing music in public the Hirer must advise the Bookings Secretary, who will obtain a quote from PPL PRS Ltd. The cost of this licence will be charged to the Hirer. The Hirer must send the cost of the licence, together with the Barn hire deposit, to the Bookings Secretary before the booking is confirmed.
- 16. The Hirer shall not play, or allow to be played, music at a volume which will cause a nuisance to Barn neighbours. The front Barn door must be closed when amplified music is played. The back door must also be closed if a marquee is not erected. A sound limiter is fitted (which cuts off electricity for temporary periods when volume levels are exceeded) and this makes the Barn an unsuitable venue for musical events where loud music is intended. The Hirer should read 'Amplified Music/Noise Management' on the website and satisfy him/herself that it is an appropriate venue for the proposed event before agreeing to hire the Barn.
- 17. The Hirer shall ask those leaving the Barn to do so as quietly as possible.
- 18. The erection and dismantling of disco and audio equipment, stages, marquees and stalls shall not take place between the hours of 00.30 am. and 07.00 am.
- 19. Damage to any of the fixtures or fittings in the Barn will be rectified at the Hirer's expense. Repair work will be undertaken under the supervision of the Committee.
- 20. The Barn is a public place and, by law, no smoking is allowed anywhere in the building. It is the responsibility of the hirer to ensure that this is enforced during the hire period.
- 21. 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.