Dentdale Memorial Hall - Hire Agreement

Purpose of hiring	
Maximum number of people = 120 (if using all fire exists, 200 people)	

Period of hiring	**Date**	**Hours**
Hall		
Sedgwick Room		
Kitchen		

Hirer Information	
Name	
Address	
Phone Number	
E-mail	

Hirer Declaration	
The individual and/or organisation detailed above accept the definitions, terms and conditions of hire as set out in this document.	
Group/Organisation	
Print Name:	Signature:
Authorised Hall Representative	
Print Name:	Signature:

Child Protection Statement	
The Hirer accepts full responsibility for ensuring that an appropriate Child Protection Procedure is in place and is observed by all persons on the premises involved with children, young persons under the age of 18 and vulnerable adults during the course of the event for which the premises have been hired. See Condition 6 in the DMH Terms and Conditions for further information.	
Print Name:	Signature:

Payment: Dentdale Memorial Hall, **Sort Code:** 40-26-02 **Acc No:** 31128531

Please return this form via e-mail to: **dentdalememorialhall@gmail.com**

Dentdale Memorial Hall - Standard Conditions of Hire

1. **Booking:** All booking applications must be sent using the booking form provided. The person signing this form will be considered the Hirer. Where an organisation is named in the application, the organisation will also be considered the Hirer and shall be jointly and severely liable with the person who signs the form.
2. **Keys:** A disabled key is available in the file for use of the toilet in the car park. Please contact Ian Mitchell (Caretaker) to make arrangements for entry into the buildings on **07530602234.**
3. **Deposit:** The Hirer will pay a deposit of £30 at the time of the booking. This will be returned within 30 days of the event, subject to any sums withheld to meet part of the hire fees or the cost of rectifying damage arising during the hiring.
4. **Supervision & Responsibility:** The Hirer will be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage (however slight) and the behaviour of all persons using the premises whatever their capacity (including proper supervision of car-parking arrangements so as to avoid danger to members of the public and obstruction of the public highway) during the entire period of the hiring.
5. **Completion of Hire:** At the end of hiring, the Hirer shall be responsible for leaving the premises and surroundings in a clean and tidy condition properly locked and secured unless directed otherwise by authorised representatives of Dentdale Memorial Hall Trustees and any contents temporarily removed from their usual positions properly replaced. Otherwise, the Trustees reserve the right to make an additional charge, which may be deducted from the deposit paid. ***The booking form located in the kitchen must be filled in after every event, with the final hours that the rooms have been used.***
6. **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 Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through 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.
7. **Parking:** Hire includes use of the parking space immediately in front of the building. Additional parking can be found opposite the hall in the Pay-and-Display car park. Trustees take no responsibility for parking charges.
8. **Exclusions:** The Hirer shall not use the premises for any purposes 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 to bring on to the premises anything which may endanger the premises or any insurance policies connected with the premises.
9. **Alcohol:** These are not licensed premises and no alcohol can be sold thereon without a licence from the local authority. Should the Hirer wish to bring drinks onto the premises for private and moderate consumption, written notice of this is to be provided at the time of the booking. Licensing is the Hirer's responsibility. There is an additional charge of £20 for all events where alcohol is served.
10. **Smoking:** The entire premises and grounds are a No Smoking Zone in line with the provisions of the Health Act 2006. For safety reasons, individuals should also not smoke in the car park.
11. **Music:** The Hirer undertakes to satisfy any requirements under performing rights for the performing or playing of live or recorded music. Any Hirer who intends to play music or have a live band agrees to inform the Trustees in writing at the time of the booking. The Hirer undertakes to ensure that all noise is kept to a level such that neighbours of the hall are not unduly disturbed. The Hirer agrees in any event to terminate all loud noise on the premises at Midnight. Where the purpose for which the

premises are hired includes dancing, the Hirer shall not cause or allow the maximum number of patrons and/or guests admitted to exceed the number specified on the application form.

12. **Food, Health & Hygiene:** You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer.
13. **Wi-Fi:** Although we aim to offer the best service possible, we make no guarantee that the Wi-Fi will meet the Hirer's requirements, or be fault-free/accessible at all times. The service is subject to the limitations of the Hirer's device and within the operating range of the router. In using our Wi-Fi, the Hirer agrees to the following conditions:
    a. Keep any username/password which forms part of the service confidential.
    b. This service must not be used for disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, obscene or otherwise objectionable material breaching any laws
    c. Material that constitutes, or is likely to encourage conduct that constitutes, a criminal offence, results in civil liability, or otherwise breaches any applicable laws, regulations or codes of practice must not be transmitted.
    d. Users must not interfere with any other person's use/enjoyment of the service of make/transmit/store copies of material protected by copyright without permission of the owner.

The management committee reserves the right to suspend or terminate the service in the event of any breach:

14. **Privacy & Data Protection:** We may collect and store personal data through your use of our Wi-Fi service and process it in accordance with your legal rights under the Data Protection Act 1998. By using our Wi-Fi service, the Hirer agrees to the terms of this.
15. **Public Safety Compliance:** The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority (magistrates) or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays and shall ensure that such events shall not involve the infringement of any copyrights or performing rights. The Hirer must also comply with our health and fire safety policy.
16. **Emergencies:** It is the Hirer's responsibility to ensure that they know the location of First Aid kits, stopcocks and nearest emergency treatment centres. The Hirer must call the Fire Brigade to any outbreak of fire, however small and alert the caretaker Ian Mitchell on 07530602234 immediately. By signing this form, you acknowledge that you have read the Hall's Health & Fire Safety Information, including emergency evacuation routes. In advance of any activity, you must check that all fire exits are unlocked and free of obstruction, fire exits are clearly displayed and that there are no fire hazards on the premises. Highly flammable substances, unauthorised heating appliances, smoke and/or dry ice machines must not be used on the premises
17. **Incident Reporting:** Any accidents involving injury to the public must be reported to the Dentdale Memorial Hall Trustees and Management as soon as possible (using the Incident Reporting Form) in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).
18. **Damage:** The Hirer shall indemnify Dentdale Memorial Hall for the cost of the repair of any damage done to any part of the property including the surroundings or the contents of the building, which may occur during the period of the hiring as a result of the hiring.
19. **Fixtures & Fittings:** The Hirer shall not interfere in any way with the switchboard, electricity/gas fittings, meter fittings or fixtures on the premises. It is the responsibility of the Hirer to ensure that the electricity supply is appropriate for any equipment used and that such equipment will not endanger, overload or damage the electricity supply, circuits, wiring, plugs, sockets etc… The Hirer must not make any alterations to the premises/attach decorations without prior permission.

20. **Insurance & Indemnity:** The Hirer acknowledges that the loss of any items left unattended is not covered by Dentdale Memorial Hall insurance cover. The Hirer is liable for i)
    a. Costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or contents
    b. Costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our Wi-Fi service (if any)
    c. All claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our Wi-Fi service (if any)
    d. All claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our Wi-Fi service (if any).

Subject to sub-clause (ii) you must indemnify us against such liabilities; ii) we will take out adequate insurance to insure the liabilities described in sub-clauses i)a) and i)b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses i)c) and i)d) above.

We will claim on our insurance for any liability you occur by you must indemnify us against:

a) Any insurance excess occurred and
b) The difference between the amount of the liability and the monies we receive under the insurance policy.

Where we do not insure the liabilities described in i)c) and i)d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Trustees. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer. We are insured against any claims arising out of our own negligence.

21. **Animals:** The Hirer must ensure that Guide dogs, Hearing dogs and Assistance dog owners are allowed on the premises.
22. **Fly Posting:** The Hirer must not carry out or permit fly-posting for any event taking place at the premises and must indemnify the hall against all claims arising from any breach of this condition.
23. **Sale of Goods:** If selling goods on the premises, the Hirer must comply with Fair Trading Laws.
24. **Cancellation:** If the Hirer wishes to cancel the booking before the date of the event and Dentdale Memorial Hall is unable to conclude a replacement booking, the question of payment/repayment of the fee shall be at the discretion of the Trustees.

The trustees reserve the right to cancel this hiring

a) In the event of the premises being required for use as a polling station, for a parliamentary or local government election or by-election in which case the Hirer shall be entitled to a refund of any deposit already paid.
b) Even if the Hirer has a regular booking for the hire of the premises, the Trustees reserve the right to renew, vary or cancel any such regular arrangements. This right will not be unreasonably enforced.
c) In the event of the premises or any part thereof being rendered unfit for the use of which it has been hired. The Trustees shall not be liable to the Hirer for any resulting loss or damage whatsoever.

25. **Access:** The Hirer shall allow any duly authorised Trustee of Dentdale Memorial Hall access to the premises, or any part thereof, at all times during the hiring.