

These standard conditions apply to all hiring of the Memorial Hall. If the Hirer is in any doubt as to the meaning of any of the following, the Memorial Hall Booking Clerk should immediately be consulted.

1. Supervision

The Hirer shall, during the period of the hiring, be responsible for:

- supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort,
- the behaviour of all persons using the premises whatever their capacity,
- proper supervision of car parking arrangements so as to avoid obstruction of the highway.

The Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

2. Use of Premises

The Hirer shall not use the premises for any purpose 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 or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

The Hirer shall not allow the consumption of alcohol thereon without written permission.

3. Gaming, Betting and Lotteries

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

4. Licences

The Hirer shall ensure that in respect of any activity in the Memorial Hall requiring a licence, they either hold the relevant licence or the Memorial Hall holds it.

5. 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 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.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- the action to be taken in event of fire (however slight). This includes calling the Fire Brigade, evacuating the Hall and providing details of the incident to the Hall Secretary.
- the location and use of fire equipment (Including a diagram of location when handing over keys), escape routes and the need to keep them clear.
- method of operation of escape door fastenings and the appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) The Hirer shall check the following items:

- That all means of exit (including fire exits) are kept free from obstruction, unlocked and can be safely used for immediate public exit.
- That fire doors are not wedged open.
- That there are no obvious fire hazards on the premises.

6. Health and Hygiene

- The Hirer shall, 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 but not a thermometer.
- The Hirer shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places, provisions of the *Health Act 2006* and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises.

7. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the *Electricity at Work Regulations 1989*.

All 13A sockets made available for use by the hirer are protected by a 30mA RCD to protect against fatal electric shock. Should this trip then one or more sockets will cease to function – please contact the hall booking secretary or caretaker for help.(Contact details on the Hall website).

8. Indemnity

The Hirer shall indemnify and keep indemnified each member of the Memorial Hall management committee and the Memorial Hall's employees, volunteers, agents, and invitees against:

- (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises
- (b) all claims, losses, damages, and costs 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 ,
- (c) all claims, losses, damages, and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer,

The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 8(a) and all claims arising as a result of the hire.

On demand the Hirer shall produce the policy and current receipt or other evidence of cover to the Hall Secretary.

Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Secretary to rehire the premises to another hirer.

The Memorial Hall is insured against any claims arising out of its own negligence.

9. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Memorial Hall management committee as soon as possible, and complete the relevant section in the Memorial Hall's accident book, to be found adjacent to the first aid box in the bar area.

Any failure of equipment belonging to the Memorial Hall or brought in by the Hirer must also be reported as soon as possible.

N.B. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Secretary will give assistance in completing this form. This is in accordance with the *Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)*.

10. Explosives and Flammable Substances

The Hirer shall ensure that:

- (a) highly flammable substances are not brought into, or used in any part of the premises,
- (b) no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee.
- (c) No decorations are to be put up near light fittings or heaters.

11. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee.

Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

12. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol.

Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity.

Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises.

No illegal drugs may be brought onto the premises.

13. Animals

The Hirer shall ensure that no animals (including birds), except guide dogs, are brought into the premises, other than for a special event agreed to by the Memorial Hall Committee.

No animals whatsoever are to enter the kitchen at any time.

14. 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, the Hirer must provide a copy of their Safeguarding Policy and evidence that the relevant checks have been taken through the *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.

15. Cancellation

CHARGES in respect of Hall hiring are NON-REFUNDABLE if the hiring is cancelled by the hirer.

The Memorial Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election,
- (b) the Memorial Hall management committee reasonably considering that
 - (i) such hiring will lead to a breach of licensing conditions or other legal or statutory requirements,
 - (ii) unlawful or unsuitable activities will take place at the premises as a result of the hiring,
- (c) the premises becoming unfit for the use intended by the Hirer,
- (d) an emergency requiring use of the premises as a shelter for the victims of disaster. (continued)

(Cancellation continued).....

In any such case the Hirer shall be entitled to a refund of any hiring charges already paid, but the Memorial Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

16. End of Hire

The Hirer:

- a) SHALL REMOVE ALL REFUSE from the premises and surrounds. Black plastic bags are available for the hirer to take away their refuse. A charge will be imposed if the Hall has to pay The Council for any refuse removal.
- b) shall leave the premises and surrounds in a clean and tidy condition and any contents properly replaced in their usual position.
- c) shall leave clean any hall glassware, crockery etc. that has been used.

17. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

The Hirer shall ensure there is not excessive noise from any sound amplification equipment used.

18. Stored Equipment

The Memorial Hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded.

19. No Alterations

No alterations or additions may be made to the premises, nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Memorial Hall remain in the premises at the end of the hiring. It will become the property of the Memorial Hall unless removed by the hirer, who must make good to the satisfaction of the Hall management, any damage caused to the premises by such removal.

20. No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

21. General Data Protection Regulation (GDPR)

Personal details of the hirer and/or members of the hirers organisation (such as treasurer) will be held in accordance with the *Data Privacy Policy* available on request. In addition, the *Privacy Notice* is available to view on the Memorial Hall website.