

# Kimpton Memorial Hall

## Standard Conditions of Hire

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

- 1. Age**

The hirer must be over the age of 18 years and accept responsibility for being on the premises at all times during the hiring period and ensuring that all conditions of the Hiring Agreement are met.
- 2. Supervision**

The Hirer shall, during the period of the hiring, be responsible for: supervision of the area they have booked, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the area booked, whatever their capacity. The hirer shall ensure that no cars are parked in front of the Hall's main entrance. All cars should be parked in the car park or marked bays for disabled drivers so as to allow clear access by emergency vehicles at all times. 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. The Hirer is responsible for the safe custody and return of the Hall keys.

Any member of the Management Committee shall have the right to enter the premises at any time during the period of the hiring.
- 3. Use of premises**

The Hirer shall not use the premises for any purpose other than that described in the Confirmation of Booking 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.

Use of the Hall for 16th, 17th or 18th birthday parties or similar events is entirely at the discretion of the Management Committee.
- 4. Licensable activities**

In addition to having a Premises Licence which includes the sale of alcohol, the Memorial Hall has Performing Rights Society (PRS) and Phonographic Performance Ltd (PPL) licences which permit the use of copyright music in any form. If other licences are required in respect of any activity in the Memorial Hall the Hirer should ensure that they hold the relevant licence. Full details of the licensable activities covered by the Premises Licence are available on request.

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.
- 5. Public safety compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the hall's Fire Risk Assessment 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. The hirer shall also comply with the Hall's health and safety policy.

The hirer shall be responsible for:

  - Knowing the action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
  - Knowing the location and use of fire equipment.
  - Ensuring that all escape routes are free of obstruction and can be safely used.
  - Ensuring that any fire doors are not wedged open.
  - Ensuring that exit signs are illuminated.
  - Ensuring that there are no obvious fire hazards on the premises.
- 6. Means of escape**

(a) All means of exit from the premises must be kept free from obstruction and available for instant, free public exit.

(b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied.
- 7. Outbreaks of fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Booking Secretary or a member of the Management Committee as soon as practicably possible after any such event.
- 8. Health and hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. The premises *are* provided with a refrigerator in both the kitchen and bar areas and are used at the hirer's risk.
- 9. 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.
- 10. Insurance and indemnity**

(a) The Hirer shall be liable for:

  - (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises.
  - (ii) all claims, losses, damages and costs made against or incurred by the Memorial Hall management committee, their employees, volunteers, agents or invitees 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, and
  - (iii) all claims, losses, damages and costs made against or incurred by the Memorial Hall management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Memorial Hall management committee and the Memorial Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Memorial Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Memorial Hall shall claim on its insurance for any liability of the Hirer hereunder but 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) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Memorial Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Memorial 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.
- 11. 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** after any such event. Any failure of equipment belonging to the Memorial Hall must also be reported **as soon as possible**.

## 12. Explosives and flammable substances

The hirer shall ensure that:

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

## 13. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the management committee. **Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.**

The Hirer is responsible for ensuring that the electrical and heating systems are not tampered with in any way.

## 14. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that, in order to avoid disturbing local residents and to 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 or 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.

## 15. Animals

The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the premises, other than for a special event agreed to by the Memorial Hall. No animals whatsoever are to enter the kitchen at any time.

## 16. Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children less than eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks and, from 2010, comply with ISA requirements, have access to the children. Checks may also apply where children over eight years of age and vulnerable adults are taking part in activities. The Hirer shall provide the Memorial Hall management committee with a copy of their CRB check and Child Protection Policy on request.

## 17. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Memorial Hall's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

## 18. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. The Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

## 19. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

## 20. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Memorial Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Memorial Hall. 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) considering that (i) such hiring will lead to a breach of licensing

conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place.

- (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 flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

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

## 21. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Memorial Hall shall be at liberty to make an additional charge. The hirer shall ensure that all rubbish is removed from the premises and that any refuse that cannot be accommodated in the dustbins provided is taken away.

## 22. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night. Under the terms of the Premises Licence, no regulated entertainment or music shall be played, relayed or amplified outside the premises at any time. All external doors shall remain closed whilst regulated entertainment is taking place except for the ingress and egress of patrons or in an emergency.

## 23. 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. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Memorial Hall may use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Memorial Hall management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

## 24. 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 committee. 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 any damage caused by such removal.

## 25. No rights

Confirmation of booking constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

## 26. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature are prohibited.

## 27. Smoking

No smoking is allowed in any part of the building and the Hirer shall ensure that anyone wishing to smoke does so outside, away from any external doorways and disposes of cigarette ends, matches etc., in a tidy and responsible manner, so as not to cause a fire or health hazard.

Any person who breaches this shall be asked to leave the premises.