

**ONCE COMPLETED TO BE RETURNED TO MARDEN MEMORIAL HALL ALONG WITH HIRE FEE AND DEPOSIT**

Marden Memorial Hall, Goudhurst Road, Marden, TN12 9JX  
 Bookings: 07737 521761 / Email: mardenmemorialhall@yahoo.co.uk  
 Out of hours/emergency when using the hall: 07719 619019

## **MARDEN MEMORIAL HALL (MMH) Hiring Terms and Conditions**

1. The Hirer shall pay the damage deposit at the time of booking together with full payment of the hire charge. Please speak to the Facilities Administrator if there are any issues. A personal reference may also be requested if hirer is not known to the MMH Trustees.
2. This damage deposit will be refunded within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the Memorial Hall about noise or other disturbance during the period of the hiring as a result of the hiring. The deposit will also be withheld if there is any evidence that the Hirer has used any Hall other than that specified on the booking form or refuse, or additional refuse, has been left following a hire.

### **Licensing**

3. A Temporary Events Notice (TEN) is required for events that are not covered by an existing premises or club licence (please note the Memorial Hall does not have either of these). Therefore, these events may include:
  - Selling alcohol
  - Supplying/Serving alcohol (includes bring your own, provision of free alcoholic drinks)
  - Providing entertainment, such as music, dancing or indoor sporting events
  - Serving hot food or drink after 11pm
  - Holding a wedding reception at a community venue.
  - Please contact [licensing@sevenoaks.gov.uk](mailto:licensing@sevenoaks.gov.uk) if you have any questions regarding the need for a TEN license at your event.
4. To apply for a TEN, you must:
  - Be over 18 years of age
  - Ensure the event will have no more than 499 people at any one time
  - Ensure the premises has had no more than 15 temporary event notices in a calendar year
  - Ensure each event will be no more than 168 hours or seven days
  - Ensure the total cumulative number of days covered by all temporary event notices does not exceed 21 days
  - Apply at least 10 working days before the event.
5. Application for a TEN must be made to:
 

[Licences and permits directory - Temporary event notice | Sevenoaks District Council](#)

Licensing Partnership  
 PO Box 182  
 Sevenoaks  
 Kent  
 TN13 1GP  
 T: 01732 227004 E: [licensing@sevenoaks.gov.uk](mailto:licensing@sevenoaks.gov.uk)

When applying please use: Marden Memorial Hall, Goudhurst Road, Marden, Tonbridge, Kent TN12 9JX as the venue address.

Visit: [Temporary Events Notice \(England and Wales\) - GOV.UK \(www.gov.uk\)](#) for more information.
6. A copy of the email receipt from Sevenoaks District Council should be sent to [mardenmemorialhall@yahoo.co.uk](mailto:mardenmemorialhall@yahoo.co.uk) one week prior to your hire.

### **Terms and Conditions**

7. The Hirer agrees for a Memorial Hall representative to be present during the hiring, if requested by MMH Trustees, and to comply fully with these Hiring Terms and Conditions.
8. It is hereby agreed that these Hiring Terms and Conditions, together with any additional conditions imposed, or that the MMH Trustees deem necessary, shall form part of the terms of the Hiring Agreement unless specifically excluded by agreement in writing between the Memorial Hall and the Hirer (ie external usage: eg hog roast, gazebo)

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9. None of the provisions of these Hiring Terms and Conditions are intended to or will operate to confer, any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

#### Standard conditions of hire

10. These Hiring Terms and Conditions apply to all hiring of any halls within the Memorial Hall. If the Hirer is in any doubt as to the meaning of any of the content, a Hall Trustees should immediately be consulted.

#### Age

11. The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times during the duration of the booking and for ensuring that all conditions, under these hiring terms and conditions, relating to management and supervision of the premises are met.

#### Supervision

12. The Hirer shall, during the duration of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care; safe from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the MMH Trustees, 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.

#### Use of premises

13. Please note that, as and when necessary, the Main Hall kitchen area is to be shared by users of both the Old School Room and Main Hall.
14. Bouncy Castles are only permitted in the **Main Hall** and a copy of the Hire Company's Public Liability Insurance Certificate confirming adequate cover must be provided to the MMH Trustees prior to the booking taking place.
15. The Memorial Hall does not offer a refuse service. All Refuse must be completely removed from the premises. **Failure to remove all refuse will result in loss of your deposit.**
16. The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement, shall not sub-hire, use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way. The Hirer shall not 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.
17. The Hirer agrees that admission to any event is only by invitation for any party, wedding, dance and/or disco, and that the numbers will not exceed that permitted for the building.
18. The Hirer agrees not to allow any games or playing by children to take place in the car park or any outdoor space including the Pre-School area.
19. **The Memorial Hall does not allow 13th to 21<sup>st</sup> birthday parties.**
20. Hirers must vacate the halls for bookings on Mondays to Saturdays by 12 midnight and Sundays by 6pm. (Written permission is required if the Hirer wishes to extend the hiring period beyond 6pm on a Sunday.) See Licencing paras 3-6 for information regarding all music and provision of alcohol.
21. **No return** the following morning to remove items or clean halls without prior written permission of the MMH Trustees and payment of an additional fee.
22. Decorations of any kind to be attached to noticeboards only, not damaging anything already on such noticeboards. Hirers are prohibited from using Sellotape, blue tack, white tack, glue, staples or any other adhesive on any part of the walls or ceilings within the Hall premises. Failure to adhere to this may result in part, or all, of the damage deposit being withheld. Halls should be left as found.
23. No confetti (either paper, metal or plastic) to be used in the hall building.
24. The Hirer shall, and 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

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asked to leave the premises.

The Hirer agrees not to allow smoking in the gardens. Smoking is only permitted in the designated smoking area.

25. Helium balloons must be securely fixed and not allowed to float to ceiling – any balloons found to have done so may result in loss of some, or all, of the deposit.

**Gaming, betting and lotteries**

26. 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.

**Public safety compliance**

27. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, 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.
28. The hirer will be provided with information regarding evacuation etc at the time of hirer including:
- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
  - The location and use of fire equipment (Include diagram of location when handing over keys.)
  - Escape routes and the need to keep them clear.
  - Method of operation of escape door fastenings.
  - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

**Outbreaks of fire**

29. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the MMH Trustees.

**Health and hygiene**

30. Only cold food should be brought into the hall for serving. Any warming of food or provision of hot food the hirer, or its caterers, should provide sight of the Food Hygiene Level 2 Certificate. 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 and thermometer. Please note that neither the kitchen in the Main Hall, nor the kitchen in the John Banks Hall is a catering kitchen.

**Electrical appliance safety**

31. 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. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

**Insurance and indemnity**

32. Any 3<sup>rd</sup> party claims against the MMH from a third party which has been caused by the hirer, or their party/group, will be passed to the hirer at the discretion of the MMH Trustees.
33. The Memorial Hall has taken out adequate insurance to insure the building and the halls contents. 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.
34. All hirers using the hall are advised to arrange public liability insurance covering their hire activities. In majority of cases individual hirers may be covered under their standard household insurance policy.
35. The Memorial Hall is insured against any claims arising out of its **own** negligence.

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#### **Accidents and dangerous occurrences**

36. All hirers need to ensure that they have access to a first aid kit (one is situated in both the Main Hall and John Banks Hall kitchens) and that there is a first aider to administer first aid if needed.
37. The Hirer must report all accidents involving injury to the public to MMH Trustees **as soon as possible** and complete the relevant section on the booking check list (provided to hirers at the start of their hire). Any failure of equipment belonging to the Memorial Hall or brought in by the Hirer must also be reported **as soon as possible**.

#### **Explosives and flammable substances**

38. The hirer shall ensure that:
  - a) Highly flammable substances are not brought into or used in any part of the premises without prior permission of the MMH Trustees.
  - b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) or candles shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

#### **Heating**

39. 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.

#### **Drunk and disorderly behaviour and supply of illegal drugs**

40. The Hirer shall ensure that in order 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.

#### **Animals**

41. 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.

#### **Compliance with the Children Act 2004**

42. The Hirer shall ensure that any activities for children under eighteen years of age comply with the provisions of The Children Act of 2004 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks have access to the children. Checks may also apply where children over eighteen and vulnerable adults are taking part in activities. The Hirer shall provide the Memorial Hall Management Committee with a copy of their DBS check and Child Protection Policy on request.

#### **Cancellation**

43. 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 Management Committee. 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, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
  - c) the premises becoming unfit for the use intended by the Hirer

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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.

e) Emergency maintenance works either internally or externally.

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.

**End of hire**

44. The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition; properly locked and secured and any contents which have been temporarily removed from their usual positions properly replaced. Any users and their guests **MUST** vacate the halls by midnight. (6pm on a Sunday.) (*Hirers MUST turn music off by 11.30pm*).

**Noise**

45. 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, if using sound amplification equipment, make use of any noise limitation device, if provided, and comply with any other licensing condition for the premises.
46. The hirer will advise all guests to leave the premises quietly so as not to cause any annoyance, inconvenience or disturbance to nearby residents. **FAILURE TO DO SO WILL RESULT IN NON-REFUND OF YOUR DAMAGE DEPOSIT.**

**No rights**

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

**Dangerous and unsuitable performances**

48. Performances involving danger to the public or of a sexually explicit nature shall not be given permission.

**Unlocking/Locking of Halls**

49. For most events the Caretaker or a MMH Trustee will meet the hirer on site at the time of booking to unlock and to point out any issues – They will return at the end of the booking to secure the hall; unless it is an evening booking when the hirer will be provided with a key and asked to return it to the Parish Council Office on the next working day. If this is the case a Memorial Hall representative will visit the hall early the morning after the hirer to check that all has been left in a good order.
50. The hirer will leave the premises in a clean condition **AND WILL CLEAN ALL TABLES AND CHAIRS** before they are put away. Chairs **MUST** be stacked **SIX HIGH ONLY** with the backs of the chairs to the door and stacked neatly. 20 should be put in the Old School Room and the remainder are to be stored in the Chair/Table store between the Main Hall and the John Banks Hall. All should be returned to where found. Four large tables and one small table should be stored in the toilet lobby between Main Hall and Old School Room. Please ensure that no bookings are in either of the other halls prior to removing tables and chairs.
51. The hirer agrees to conform to any request given by the MMH Trustees.
52. The Hall has CCTV fitted externally, please refer to our CCTV policy on our website [www.mardenmemorialhall.co.uk](http://www.mardenmemorialhall.co.uk)