

RAMSDEN MEMORIAL HALL

Hiring Terms & Conditions



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Agreements with the Trustees of Ramsden Memorial Hall (“RMH”) for the hire of Ramsden Memorial Hall or any part thereof (“the Premises”) are subject to these Terms and Conditions of Hire (“the Hire Conditions”).

It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence or that the Memorial Hall management committee deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Memorial Hall and the Hirer.

None of the provisions of this Agreement 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.

General booking terms

1. IMPORTANT - Exclusion of Liability

To the extent permitted by law, the Memorial Hall excludes all liability (including any liability on the part of its management committee, its employees, agents and/or volunteers) to the Hirer or to anyone making use of the Hall, including any loss of profit and/or consequential loss. The Hirer agrees to ensure that anyone present at the Hall during or in connection with the Booking is aware of this provision. Nothing in this clause shall exclude any liability that would otherwise arise for death or personal injury.

2. Undertaking of the Hirer

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 when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

3. Supervision by the Hirer

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; 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 Hall Manager, 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.

4. Payment terms

The Memorial Hall will issue invoices in respect of the sums due. Payment is to be made electronically (save where specifically agreed otherwise) to the account details on the invoice, quoting the invoice number as reference.

In the event that either sum is not paid by the due date, the Memorial Hall shall have the right, in its absolute discretion, to cancel the Booking, without notice. For the avoidance of doubt, in the event that the Balance is not paid, the Memorial Hall is entitled to retain the Deposit.

Any sums paid shall be forfeited if the Hirer cancels the Booking, unless the Memorial Hall decides in its absolute discretion to permit a refund. In the event that the Balance has not been paid when the Booking is cancelled (including in circumstances where the Balance is not yet due), the Memorial Hall reserves the right to claim the Balance in the event that it does not obtain a replacement booking.

The Hirer shall also pay the Damage Deposit at the same time as the Balance. The Damage Deposit (less such deduction as the Memorial Hall considers reasonable) 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. This is without prejudice to Condition 12 of the Standard Conditions of Hire.

5. Bookings which may be refused

The Village Hall booking administrator, on behalf of the trustees, has the right to refuse any booking for whatever reason, including concern over potential noise levels and other nuisances especially to neighbours. With this in mind, the hall is unlikely to accept bookings for teenage and young adult parties.

6. Cancellation

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

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- 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;
- the premises becoming unfit for the use intended by the Hirer;
- 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; and/or
- the hiring being in breach of applicable legislation or relevant Government guidance.

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.

7. Insurance and indemnity

(a) The Hirer shall be liable for:

- 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
- 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

- 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.
- (b) 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 all claims, losses, damages or costs referred to in (a) above. Where so requested by the Memorial Hall before Booking, the Hirer shall take out adequate insurance to insure any liability under the clauses and above and, on demand, shall produce the policy and current receipt or other evidence of cover. Failure to comply with this provision shall entitle the Memorial Hall to cancel the Booking.

8. No rights

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

Use of premises

9. Use of premises

The Hirer shall not:

- sub-let or use the Premises for any purpose other than that described in their Booking Application
- use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
- allow the use of drugs on the Premises
- allow smoking in the Premises, or in the vicinity of the entrances.

10. Capacity

The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.

Miller Room	90 standing only or 70 seated
Kitchen	10
Parker Room	20 standing only or 14 seated

11. Parking and access

The drive to the LHS of the hall is for Loading and Unloading only. It is a shared access and must not be obstructed at any time. Cars parked in the High Street should not park on the pavement outside.

12. Set Up and Clear Up

The hire period commences at the time booked and allows 15 minutes for clearing up at the end of the hire. Any additional time for setting up and clearing up is absolutely at the discretion of the Management Committee and the Committee reserve the right to make an additional charge for such a period, or to restrict the booking strictly to the stated time in the event of demand for bookings from other users.

13. Premises Licences

(a) The Memorial Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated.

Activity	The hall is licensed for:	Times for which the activity is licensed
a. The performance of plays	✓	11:00 – 00:00
b. The exhibition of films	✓	11:00 – 00:00
c. Indoor sporting events		
d. Boxing or wrestling entertainment		
e. The performance of live music	✓	11:00 – 00:00
f. The playing of recorded music	✓	11:00 – 00:00
g. The performance of dance	✓	11:00 – 00:00
h. Entertainments similar to those in a – g	✓	11:00 – 00:00
i. Making music	✓	11:00 – 00:00
j. Dancing	✓	11:00 – 00:00
k. Entertainment similar to those in i – j	✓	11:00 – 00:00
l. The provision of hot food/drink after 11pm		
m. The sale of alcohol	✓	11:00 – 00:00

(b) The Hirer is responsible for:

- notifying that Hall Manager that they are running a bar and selling alcohol;
- conforming to the terms of the Premises Licence granted to the Village Hall, including, but not limited to, permitted hours for licensable activities (serving alcohol, playing live or recorded music);
- ensuring that Alcohol is not served to any person under the age of 18 years;
- ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure.

(c) The Hirer shall ensure that the users:

- do not contravene the law relating to gaming, betting, and lotteries;
- comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.

- (d) The hall has a licence with the Performing Right Society for the performance of copyright music. If other licences are required in respect of any activity in the Memorial Hall the Hirer should ensure that they hold the relevant licence or the Memorial Hall holds it.
- (e) 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.

14. Dangerous and unsuitable performances

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

15. 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, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises. All external doors and windows must be kept closed other than for access or egress when events involving amplified music or speech are taking place

16. Drunk and disorderly behaviour and supply of illegal drugs

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.

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

18. 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 or, if any damage caused to the premises by such removal.

19. 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.

20. 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. In particular, 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.

21. 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:

- 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.
- 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.

22. 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. Specifically:

- toilets and kitchen should be left clean and floor of Hall and corridor should be swept or mopped as appropriate;
- all tables and chairs must be safely stacked;
- any crockery, cutlery, etc must be washed, dried and returned to the appropriate storage;
- if the AV equipment has been used, the remote controls and instructions must be returned to their case and locked in the cupboard as instructed.

Health & Safety

23. Public safety compliance

(a) 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.

(b) The Hirer must ensure that in advance of any event, they have a clear understanding of:

- the action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall; details thereof shall be given to the secretary of the management committee.
- the location and use of fire equipment;
- 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.

(c) In advance of any activity the Hirer shall check that:

- all fire exits are unlocked and panic bolts in good working order;
- all escape routes are free of obstruction and can be safely used;
- any fire doors are not wedged open;
- exit signs are illuminated;
- there are no obvious fire hazards on the premises.

24. 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 and thermometer.

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

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

27. Explosives and flammable substances

The hirer shall ensure that:

- highly flammable substances are not brought into, or used in any part of the premises and that
- 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.

28. 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.

29. 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 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.