

Terms & Conditions For The Willingdon Memorial Hall

Special conditions of Hire to comply with the Public Entertainment Licence issued under the Local Government (Miscellaneous Provisions) Act 1982.

1. For the conditions, the term HIRER shall mean an individual hirer or, where there is an organisation, the authorised representative.
2. The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being on the premises and in charge of the members of the public present and for ensuring that all conditions of the Public Entertainment Licence relating to management and supervision of the premises are met.
3. **The Hirer** acknowledges that they are responsible for ensuring they have familiarised themselves with;
 - The action to be taken in the event of fire, including calling the fire service and safe evacuation of the building.
 - The location and use of fire equipment.
 - Escape routes.
4. Before commencement of the event the Hirer shall check the following items:
 - That all fire exits are unlocked, and panic bars are in good working order.
 - That all escape routes are free of obstruction and can be safely used.
 - That exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.
5. There shall, in addition to the Hirer, be a minimum of one other competent adult on the premises to assist people entering and leaving, If most of the intended attendees are under 16, the number of attendant adults shall be adequate enough to ensure safe supervision. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location of the firefighting equipment available, how to call the fire service and evacuation procedure.
6. The number of people on the premises shall not exceed either 80 for dancing **OR** 120 closely seated.
7. The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Secretary of the Management Committee.
8. Any performances involving danger to the public shall not be given.
9. Highly flammable substances shall not be brought into or used in any portion of the premises.
10. No internal decorations of a combustible nature shall be erected without the consent of the Management Committee.
11. Heating is regulated for your personal comfort and set accordingly for the time of your booking.

Please DO NOT touch the heating controls under any circumstances.

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12. The premises shall only be used for public entertainment between the **hours of 9am and 11pm, Monday to Saturday** unless special permission has been issued by the Management Committee.
13. **The Hirer** will, 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 the car parking arrangements so as to avoid obstruction of the highway.
14. **The Hirer** shall not use the premises for any purpose other than that described in the hiring agreement.
15. **The Hirer** shall not sub-hire or use the premises, or allow the premises to be used, for any unlawful purpose in any way. The Hirer shall not do anything, or bring into the premises anything, which may endanger the same or render invalid any insurance policies in respect of the premises.
16. **The Hirer shall not allow the consumption of alcohol within the premise without written permission.**
17. **The Hirer** shall be responsible for obtaining such licenses as maybe needed whether for the sale or supply of intoxicating liquor, the Phonographic Performance Ltd (PPL), or otherwise and is responsible for the observance of same.
18. **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.
19. **The Hirer** shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage play.
20. **The Hirer** shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.
21. **The Hirer** shall ensure that any electrical appliances brought by them to the premises and used there must be in good working order and used in a safe manner.
22. **The Hirer** shall indemnify the Management Committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the building which may occur during the period of the hiring as a result of the hiring.
23. **The Hirer** shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Memorial Hall. (The Memorial Hall is insured against any claims arising out of its own negligence.)
24. The Management Committee reserves the right to cancel this hiring in the event of the Hall being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election, in which case the Hirer shall be entitled to a full refund of any monies already paid.

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25. **The Hirer** must report all accidents involving injury to the public, to a member of the Management Committee as soon as possible. Any failure of equipment either that 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 Memorial Hall secretary will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995 (RIDDOR).
26. **The Hirer** shall ensure that no animals (including birds) except guide dogs are brought into the Hall, other than for a special event agreed to by the Management Committee and no animals whatsoever are to enter the servery.
27. **The Hirer** shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Hall, and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.
28. **The Hirer** shall if selling goods on the premises, comply with the Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total price of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based on the Manufactures Recommended Retail Price.
29. If **The Hirer** wishes to cancel the booking before the date of the event and the committee is unable to conclude a replacement booking, the question of repayment of the fee shall be at the discretion of the Management Committee.
30. In the event of the Hall or any part thereof being unfit for the use for which it has been hired, the committee shall not be liable to the Hirer.
31. The Management Committee reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving seven days notice in writing to the Hirer.
32. **The Hirer** shall be entitled upon such notice, to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the Hirer to the Management Committee, the Management Committee shall not be liable to make any further payment to the Hirer.
33. **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 Management Committee shall be at liberty to make an additional charge.
34. The Hirer shall ensure that the minimum of noise is made on arrival and departure.