

# STURMINSTER MARSHALL MEMORIAL HALL

Registered Charity No: 301186



## **CONDITIONS OF HIRE**

### **1. Licensable Activities**

The premises are currently licensed for public entertainment, including private bookings, under the local Government (miscellaneous Provisions) Act 1982, the terms, conditions and restrictions of which license are exhibited on the notice board in the entrance porch. The attention of the Hirer is drawn to these terms, conditions and restrictions that must be observed.

### **2. Sale of Alcohol**

In order to sell alcohol on the premises, a temporary event notice (TEN) will need to be given to the licensing authority. The Hirer shall obtain the written consent of the Memorial Hall Committee before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by the Memorial Hall Committee and local voluntary organisations.

### **3. Applications**

The Memorial Hall Committee, or the chair of the Memorial Hall Committee, has the right to refuse any application without assigning any reason.

### **4. Age**

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 Hiring Agreement, relating to management and supervision of the premises are met.

### **5. 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 cartilage thereof or the contents of the premises
- (ii) All claims, losses, damages and costs made against or incurred by the Memorial Hall 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 storage of equipment) by the Hirer, and
- (iii) All claims, losses, damages and costs made against or incurred by the Memorial Hall 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 Committee and their employees, volunteers, agents and invitees against such liabilities.

- (b) The Memorial Hall Committee 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 clause (a) (ii) and (iii) above. The Memorial Hall Committee 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 Committee, their employees, volunteers, agents or 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 Committee 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 Committee. Failure to produce such policy and evidence of cover will render the hiring void and enable the Memorial Hall Committee to rehire the premises to another Hirer.

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

**6. 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.

**7. Film**

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 licenses for film.

**8. Childcare Act 2006**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Memorial Hall Committee a copy of their CRB check and Child Protection Policy on request.

**9. 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 Memorial Hall Committee'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 Memorial Hall Committee's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however, slight, and details shall be given to the representative of the Memorial Hall Committee.

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

- 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
- 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 the fire
- Location of the first aid box

(b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order
- That all escape routes are free of obstruction and can be safely used for instant free public exit
- That any fire doors are not wedged open
- That exit signs are illuminated
- That there are no obvious fire hazards on the premises
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied

#### **10. 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.

#### **11. 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. No illegal drugs may be brought into the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.

#### **12. 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.

### **13. 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.

### **14. Stored Equipment**

The Memorial Hall Committee 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 Committee 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 Committee disposing of 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.

### **15. Smoking**

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 asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc, in a tidy and responsible manner, so as not to cause fire.

### **16. Accidents and dangerous Occurrences**

Any failure of equipment belonging to the Memorial Hall or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member of the Memorial Hall Committee as soon as possible and complete the relevant section in the Memorial Hall's accident book. Certain types of accident and injury must be reported on a special form to the Incident Contact Centre. The Memorial Hall Committee will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

### **17. 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 and that
- (b) No internal decorations of a combustible nature (e.g polystyrene, cotton wool) shall be erected without the consent of the Memorial Hall Committee. No decorations are to be put up near light fittings or heaters.

### **18. 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 Memorial Hall Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

### **19. 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.

### **20. 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 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.

### **21. Sale of goods**

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 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 the Manufacturers' Recommended Retail Prices

### **22. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Village 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 Committee. The Memorial Hall Committee 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 Committee reasonably considering that (i) such hiring will lead to 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
- (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 Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

### **Additional Conditions**

The following additional conditions should be read in conjunction with the explanatory Notes for Users, a copy of which is displayed on the notice board. Plans of escape routes and fire extinguisher locations are also displayed on the notice board.

23. The Hirer will, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents, 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 the obstruction of the highway.

See Notes      A – Payments & Deposits      B – Cleaning      H– Supervision  
                          I – Stilettoes                              J – Smoking      K – Re-admission  
                          L – Naked Lights

24. The Hirer shall NOT sublet or use the premises for any unlawful purpose or in any unlawful way, nor bring on to the premises anything that may endanger the same or any insurance policies in respect thereof, nor allow the consumption of alcoholic liquor thereon without permission or licence.

25. At the end of the hiring the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured unless properly directed otherwise and any contents temporarily removed from the usual positions properly replaced otherwise the Committee shall be at liberty to make an additional charge

See Notes      A- Payments & Deposits      B – Cleaning      C – Leaving the Hall

26. In the event of the premises or any part thereof being rendered unfit for the use for which it has been hired, the Committee shall not be liable to the Hirer for any resultant loss or damage whatsoever.

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

Maximum number permitted:	Main Hall	Standing 300	Seated 150
	Second Hall	Standing 160	Seated 80
	Lounge	Standing 70	Seated 30

28. The Hirer agrees with the Committee to observe and perform the provisions and stipulations contained or referred to in these Conditions of Hire and the Notes for Users overleaf.