

## **DRAYCOTT MEMORIAL HALL – STANDARD CONDITIONS OF HIRE - 2020**

If the Hirer is in any doubt as to the meaning of anything in the following, the booking secretary should be consulted immediately.

For the purposes of these conditions the term HIRER shall mean an individual hirer, or where the hirer is an organisation, the authorised representative.

### 1. Supervision:

THE HIRER, who must be aged 18 years or over, shall be in charge of and present in the premises at all times when the public are present to ensure the standard conditions of this agreement are met. 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 car parking arrangements. As directed by the Hall Secretary, 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.

### 2. Use of Premises:

THE HIRER shall not sublet or use the premises (including car park) for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcoholic liquor thereon without written permission.

### 3. Licences:

THE HIRER shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor, please see section on Licensing Act 2003.

### 4 Music:

The HIRER must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This agreement confers that permission.

### 5. 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.

### 6. Public Safety Compliance:

The HIRER must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our 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. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Secretary.

#### (i) You acknowledge that you 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. (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.
- Location of the first aid box.

#### (ii) In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked, and panic bolts are 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 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 (if not operated by an automatic mains failure switching device).

7. 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 with a built-in thermometer.

8. Electrical Appliance Safety:

The Hirer shall ensure that any electrical appliances brought by yourself to the premises and used there are 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.

9. Insurance and Indemnity:

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) the cost of repair of any damage (including accidental and malicious damage) done to the WiFi service.

(iii) 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 your use of the premises (including the storage of equipment) and use of the WiFi service by the Hirer, and

(iv) 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 and/or the use of our WiFi service 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 (i) and (ii) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (iii) and (iv) 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 we receive under the insurance policy.

(c) Where the Memorial Hall does not insure the liabilities described in sub-clauses (iii) and (iv) 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 Memorial Hall Secretary to rehire the premises to another Hirer.

We are insured against any claims arising out of our own negligence.

9. 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 management committee as soon as possible and complete the relevant section in the Memorial hall's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Memorial Hall Secretary 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).

10. Animals:

THE HIRER shall ensure that no animals (including birds) except guide dogs, hearing dogs and assistance dogs are brought into the premises, other than for a special event agreed to by the committee. No animals whatsoever are to enter the kitchen at any time.

11. Childcare Act 2006:

The HIRER must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with 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).

12. 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 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.

13. WiFi Services

When using the WiFi service you agree at all times to be bound by the following provisions:

(i) not to use the WiFi service for any for the following purposes:

(a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;

(b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;

(c) interfering with any other persons use or enjoyment of the WiFi service; or

(d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;

(ii) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

14. Termination of the WiFi service

We have the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

(i) if you use any equipment which is defective or illegal;

(ii) if you cause any technical or other problems to our WiFi service;

(ii) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;

(iv) if you resell access to our WiFi service; or

(v) if you use our WiFi service in contravention of the terms of these Standard Conditions.

15. Availability of WiFi Services

- (i) Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.
- (ii) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the main hall.
- (iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

16. Privacy and Data Protection

- (i) We may collect and store personal data through your use of our WiFi service.
- (ii) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service.
- (iii) By using our WiFi service, you agree to the terms of this clause 13. If you would like more information or object to anything in these conditions, you should speak to: The Secretary

17. Cancellation (Hirer):

IF THE HIRER wishes to cancel the booking less than one month before the date of the event and the committee is unable to conclude a replacement booking, the question of the repayment of the fee shall be at the discretion of the committee.

18. Cancellation (Committee):

THE COMMITTEE reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (ii) the premises becoming unfit for your intended use;
- (iii) 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 you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

19. Refusal of Booking:

The COMMITTEE reserves the right to refuse a booking. Any monies paid will be refunded.

20. Noise:

THE HIRER shall ensure that the noise level output by bands, discotheques, record/CD players, radios or any other means complies with any other licensing condition for the premises and does not constitute a public nuisance. THE HIRER shall also ensure that the minimum of noise is made on arrival and departure. See also condition 35 re. noise level monitor.

21. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

#### 22. Stored equipment

Hirers may only store property at the hall with the express written permission of the Committee.

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.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- (i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended
- (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

#### 23. 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 management committee. No decorations are to be put up near light fittings or heaters.

#### 24. 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.

#### 25. 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.

#### 26. Decorations:

When attaching decorations, the use of any material or pin likely to cause damage to the surface or paintwork is strictly prohibited. No temporary lighting of any kind, including candles, shall be installed without specific permission from the Committee.

#### 27. Capacities:

Having regard to the Fire Regulations the following capacities as laid down by the Committee shall not be exceeded: Main Hall: 250 in a closely seated audience. All chairs must be linked in rows in accordance with the current fire regulations. 200 for a dance, discotheque, private party or other seated function. Corrick Room: 50 seated attendees at a meeting or seminar, and 40 at functions with tables and chairs such as a smaller whist drive.

#### 28. Disclosure:

All applications must state the precise nature of the purpose for which the hall is required, and if intoxicating liquor is to be served or sold it must be declared on the booking form.

#### 29. Right of Entry:

The Committee reserves the right for one or more of its members or representatives to enter the hall at any time.

30. Charges:

Will include the use of kitchen and standard crockery, cutlery and equipment and no charge is made for reasonable preparation or cleaning up time. Special Crockery and Cutlery (eg for wedding receptions carries an additional charge)

31. Regular and long term Hirings:

Regular and long-term hirers will be invoiced monthly in arrears. Settlement of invoices should be within 7 (seven) days of date of invoice.

32. Deposits and Bonds:

At the time of application, a deposit of one third of the hire charge should be paid. In addition, a Bond against the possibility of damage may also be required with the application. For an event where alcohol is to be served/sold/consumed a deposit bond of £100 is required, for 18th and 21st birthday parties, the deposit bond is to be £200. For all other hirings a Deposit Bond of £25 is payable. This bond 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 during the period of the hiring as a result of the hiring.

33. 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 we may make an additional charge. THE HIRER shall remove all rubbish, bottles, cans and the like resulting from the hiring. Failure to do so may result in a surcharge. Unsold items from jumble sales etc are not to be stored in the hall without prior permission.

34. Finish Times:

11:30 p.m. Sunday to Thursday inclusive, 12:00 a.m. Friday night/ Saturday morning, Midnight Saturday.

35. Noise Level Monitor Equipment:

The hall is fitted with a noise level monitor which is set to comply with the conditions laid down by Sedgemoor District Council, the HIRER must ensure that all music played is kept within the permitted levels. Failure to adhere to these conditions which necessitates a Committee Member having to attend the premises to re-set the system will result in a levy of £5.00 per occasion.

36. Loop System:

If the HIRER wishes to use the Loop System and any microphones, then arrangements must be made with the Booking Secretary for supply of equipment

37. Smoke Free Policy

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must 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 a fire. Any fines, convictions or penalties are the HIRER'S responsibility.

38. No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

**DRAYCOTT MEMORIAL HALL – BOOKING APPLICATION AND HIRE AGREEMENT**

I hereby make application for use of Draycott Memorial Hall on (date) .....

from ..... to ..... (times) for the purpose of .....

.....(please be specific)

NOTE; Regular users please state time and dates of regular use – for example 7pm – 9pm every Thursday or 7-9pm every third Thursday of the month

Please tick all Facilities Required:

Main Hall	
Kitchen	
Corrick Room	

Will the event be open to the public?	YES / NO
Will tickets be sold?	YES / NO
Will you be using performed or recorded music?	YES / NO
If yes please indicate type – band, disco, etc	
Will you be serving or selling alcoholic beverages? <b>If yes, please see Condition 4 below &amp; sections 3 and 21 of conditions of hire</b>	YES*/ NO
Will attendees bring their own alcohol?	YES / NO
Do you need the use of the loop system?	YES / NO
Will food be provided?	YES / NO
Will films be shown?	YES / NO

3. You agree not to exceed the maximum permitted number of people per room including the organisers/performers- see paragraph 27 in the conditions of hire; Please give the numbers of people attending your event below;

Main hall:

Corrick Room:

4. The hall does not have a licence: with the Performing Right Society (PRS) for the performance of copyright music or from Phonographic Performance Licence (PPL).

4.1 We have a Premises Licence authorising regulated entertainment only. You hereby acknowledge receipt of a copy of the conditions of the Premises Licence and/or Operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agree to apply with all obligations therein.

(i) You agree that if regulated entertainment, not covered by our Premises Licence, is to be held you must obtain our consent to give notice of a TEN to the licensing authority. We will advise if a TEN is not needed.

(ii) You agree to give us notice of your intention to provide alcohol at the event and to give notice of a TEN to the licensing authority.

If you fail to comply with (i) or (ii) above, we will cancel the hiring without compensation. This is 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 us and by local voluntary organisations.

5. You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.

6. We and you hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions imposed under the Premises Licence or that we deem necessary, form part of the terms of this Agreement unless we and you agree in writing.

7. 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.

I, THE HIRER, have read and accept the conditions of hire and herewith agree

to pay a deposit of £..... (1/3 of hire charge) and Bond of £ ..... (not applicable to regular hirers)

(The bond is returnable only on satisfactory completion of the contract)

I undertake to pay the balance of the hire fee of £ .....at least 28 days in advance of the event.

I understand the total charge for the hire of the Hall is £ .....

My signature below confirms acceptance of the conditions of hire on pages 1-6 of this document.

THE HIRER. (Block Capitals please)

Name	
Address	
Telephone Number	
Organisation	
BOOKING SECRETARY	Mrs Sarah Knight
	Dovecote, Wet Lane, Draycott, Cheddar, BS27 3TG
	Tel. 07851 410459 or email to snazzysheep@gmail.com

The answers on this page form part of the contract and any misrepresentation will invalidate the contract.

Signed by THE HIRER .....

Date .....