

STOKE SUB HAMDON



CONDITIONS OF HIRE AGREEMENT 2019

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For the purposes of these Conditions, the term Hirer shall mean an individual Hirer or, where the Hirer is an organisation or group, the authorised representative. The Hirer must be over 18 years of age.

Supervision by the Hirer

The Hirer is considered to be the Event Manager and 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, and the behaviour of all persons using the premises whatever their capacity: including proper supervision of car parking and young persons under 18 years. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

The Hirer shall not sub-hire or use the premises or allow the premises to be used for adult entertainment of a sexual nature, or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies.

Use of Premises

- 1) The Hirer shall not use the premises for any purpose other than that advised at the time of booking.
- 2) Standard operating hours are 8.00 to 2 a.m., although all music must cease at 12 midnight under licensing laws.
- 3) The conditions of the Premises Licence (number 002765) are as follows.
The maximum number of persons to be allowed on the premises at any time during a performance is:
 - a) when used for a closely seated audience – 200 persons
 - b) when used for dancing – 200 persons
 - c) when seating is provided at tables – 110 persons
 - d) when used for dancing and seating is also provided at tables – 140 persons
- 4) The use of bubble/smoke machines with discos is strictly forbidden.
- 5) No pins or nails are to be used to attach decorations to the walls, windows etc. Decorations may only be fixed to the cork boards in between the windows.
- 6) A Hearing Loop and PA system are available from us and must be booked ahead of the event. These are delicate, please ask for instructions on how to use.
- 7) The Hall must not be left unlocked and unattended at any time.
- 8) Set up and clearing away time must be included in the length of hire.

Cancellation

If the Hirer wishes to cancel the booking before the date of the event then the cancellation must be confirmed in writing, or by email and the terms of the Hall's Cancellation Policy will apply as follows:

Single use hire

For a single use hiring, the following cancellation rates will apply

- | | |
|-----------------------------------|-------------|
| ✦ Less than 14 days before event | No refund |
| ✦ Between 14-21 days before event | 50% refund |
| ✦ 21-28 days before event | 75% refund |
| ✦ Over 28 days before event | Full refund |

Regular hirers

For regular hirers booking weekly, fortnightly or monthly on a pre-booked basis, the following cancellation rates will apply:

- | | |
|----------------------|-------------|
| ✦ Less than 24 hours | No refund |
| ✦ 24 hours to 7 days | 50% refund |
| ✦ 7 days onwards | 100% refund |

The Memorial Hall Management Committee reserves the right to refuse or cancel a hiring a booking at any time without notice, prior to or during the booking event. However, such cancellation must be in writing and should only be done on the following grounds:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- (b) The premises being required to close for essential maintenance work. Other than emergency work, all such work will be scheduled to cause as little disruption as possible to hirers.
- (c) 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.

Licences

The Hirer will be responsible for obtaining any licences that are needed and for the observance of the same. The Hall is licensed for music and dancing until 12 midnight only.

The sale of alcohol in any form is not permitted unless a Temporary Event Notice (TEN) has been obtained from [South Somerset District Council](#), **and a copy of the licence must be given to the Booking Secretary 7 days before the event.**

WiFi

The Memorial Hall WiFi / Internet facility is provided free of charge as a convenience to hall users. The Hall Committee is a volunteer organisation and cannot provide any technical support for this facility, nor does it provide any guarantees that you will be connected to the internet.

You should be aware of the possible security risks associated with connecting your computer to a network. It is your responsibility to keep your computer free from malicious code and secure it against unauthorised access. Individuals using the service have full responsibility for anything they may download.

Your use of the Hall WiFi facility and the network is regulated by relevant UK law. In particular you must not use the Hall WiFi facility or the network to:

- Access, send or otherwise make available to others any material that is offensive, obscene or indecent, or infringes the copyright of another person.
- Create or transmit material which is designed or likely to cause annoyance, inconvenience or needless anxiety.
- Make available by any means (e.g. Web server, FTP server or file-sharing software) any material, unless you are the copyright holder of that material, or have the licence to make that material available, or the material has been expressly put into the public domain and you can demonstrate this.
- Access network services in such a way as to deny reasonable access to the network for other users, for example, by excessive use of network bandwidth for music or video streaming or very large downloads. All users are requested to turn off WiFi devices during performances etc.

Smoking and Alcohol

Alcohol is permitted for private events providing it is not sold (see Licences above).

Smoking is strictly forbidden, as are ecigarettes or their equivalent, in the Hall, the car park and the grounds of the Hall.

Animals

The Hirer shall ensure that no animals (including birds) are brought into the premises except (1) assistance dogs or (2) animals that are under control and used for demonstration/education. No animals whatsoever are to enter the kitchen area at any time.

Heating

The Hirer shall ensure that **no unauthorized heating appliances** shall be used on the premises. The thermostat in the Hall must always be turned down to 10 degrees on vacating the Hall.

Security and vacating the Hall at the end of a hire

The Hirer must ensure that:

- ✦ All parts of the Hall are left clean and all water heaters and lights turned off, including those in all the toilets.
- ✦ All doors and windows must be secure and shut on leaving.
- ✦ All table and chairs must be cleared away and put back in the correct storage area.
- ✦ The 'Exit' checklist on the noticeboard in the Hall Foyer must be completed.
- ✦ All rubbish and recycling must be removed from the building and taken away by hirers in their own black bags.
- ✦ Keyholders will be required to activate the alarm system.

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, 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.

Fire Safety

The Hirer should acquaint themselves with:

- ✦ **The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating everyone in the Hall to the meeting point in the far corner of the Car Park.**
- ✦ The Hall's post code TA14 6PZ
- ✦ The location and use of fire equipment
- ✦ Any escape routes and the need to keep them clear and immediately available for instant free public exit
- ✦ How to operate escape door fastenings
- ✦ Under no circumstances are lit candles, naked flames or fireworks allowed in the Hall, car park or grounds
- ✦ The Hirer is responsible for fire safety during the course of the hire.

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.

Health and Hygiene

- ✦ The Hirer shall, if preparing, serving or selling food, ensure all relevant food health and hygiene legislation and regulations are adhered to, and all Kitchen facilities including cookers, sinks and worktops cleaned after use.
- ✦ The Hirer shall familiarise themselves with the location of the First Aid Kit and any accident must be recorded in the Accident Book kept in the kitchen.

Indemnity and Insurance

- ✦ The Hirer is responsible for and shall reimburse the Memorial Hall for the cost of any repair or 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. **A damage deposit may be chargeable at the Hall's discretion.**
- ✦ Any crockery breakages must be reported to the Booking Secretary and will be charged at £1 per item.
- ✦ The Hirer is responsible for insuring against any third-party claims which may lie against them (or the organisation if acting as a representative) whilst using the Premises. (The Memorial Hall is insured against any claims arising out of its own negligence).
- ✦ The Hall Trustees take no responsibility for theft, damage or injury caused by Hirer's equipment. The Hirer is responsible for taking out suitable insurance.

Children Act – Safeguarding Children

- ✦ The Hirer shall ensure that any activities for children comply with relevant legislations and that only fit and proper persons have access to the children.
- ✦ With the exception of private parties, where any events are organised for children the Hirer will have a valid certificate from the Disclosure and Barring Service and the Hirer takes full responsibility for any other persons they engage to look after children.
- ✦ There shall be a minimum of three competent persons over 18 years of age to supervise all children's events. Children are not allowed in the Hall unaccompanied.
- ✦ Where the event is predominantly for children under the age of 16 years there shall be additional adult supervision in line with regulations.

January 2019