

# High Halden War Memorial Hall Conditions of Hire

Hire Agreements of High Halden War Memorial Hall are subject to these Standard Terms and Conditions of Hire and any Special Conditions of Hire arising from the purpose of hire. When the hirer is in any doubt as to the meaning of the following the Secretary of the High Halden War Memorial Hall Management Committee should be consulted.

## **Exclusions from Conditions.**

No exclusion of any term or condition can apply unless specifically granted in writing by the High Halden War Memorial Hall Committee.

## **1 Understanding the Village Hall Hiring Conditions**

The Hirer will ensure that their assistants understand the village halls hiring conditions. The hirer is responsible for the Health and Safety of their guests, members of their organisation, volunteers and the general public.

## **2. Statement of purpose and supervision of hire**

The Hirer has entered a clear and unambiguous statement of the purpose of hire on the hiring agreement before signing or providing any clarification necessary as an additional statement in writing to the Booking Clerk.

The hirer must put in place adequate supervision throughout the hiring to ensure the provisions and stipulations referred to in the Conditions of Hire and any applicable licences are complied with. To ensure this supervision, the hirer undertakes to appoint other competent persons, aged 18 or over, commensurate with type of event/attendees and the total number of attendees.

The hirer accepts responsibility for being in charge of the premises at all times when the public are present and for ensuring that all conditions of hire relating to supervision and management are met.

## High Halden War Memorial Hall Conditions of Hire

### 3. The Hirer is responsible during the whole period of hire for making sure that:

- Bouncy castles/inflatable games are not brought onto the hall grounds or premises.
- Use of premises namely the building, its fabric and contents, its access, and surrounding land, is fully supervised to keep those premises safe from damage or change of any sort.
- A fully charged mobile phone is available for use in an emergency.
- All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- Behaviour of all persons, whatever their capacity, using the premises, remains under control
- Car parking arrangements are controlled to avoid obstruction of the highway
- No excessive noise occurs during the hire
- A minimum of noise is made by any person on arrival or departure particularly late at night or early morning
- Any electrical appliances brought onto the premises for use shall be safe and in good working order, and used in a safe manner, using residual current circuit breakers where appropriate.
- The front doors remain unlocked for the duration of the event
- The premises are not sub- hired or used for any purpose other than that described in the hire agreement
- The premises are not used by the hirer or anyone else for any unlawful purpose or in any unlawful way
- No birds or animals, except guide dogs, are brought into the building, without written permission of the High Halden War Memorial Hall Management Committee.
- No animals whatsoever enter the kitchen or kitchenette at any time
- Nothing that may endanger the premises is allowed to be brought onto the premises
- No action is allowed that may render any insurance cover for the premises invalid
- NO DRUGS except prescription drugs, are allowed on the premises and there is NO SMOKING in the building
- No barbecues, indoor fireworks, any other naked flame, L P Gas appliances or highly flammable substances are brought onto the premises.

### 4. The Hirer is responsible at the end of the period of hire for making sure that:

- everything is left clean and tidy with rubbish bagged, removed or placed in the appropriate bin. NOTE soiled nappies must be taken home for disposal.
- all equipment, chairs, tables cutlery, crockery etc. have been returned, cleaned if necessary, to storage positions. NOTE Hirers must provide their own tea towels.
- the premises are cleared of people, and the heating and all lights are switched off.
- all doors and windows locked securely

# High Halden War Memorial Hall Conditions of Hire

## 5. Hire Fees:

Booking Deposit – secures the hall for the date and times agreed and is payable at the time of booking. This amount will be deducted from the total hire fee payable.

Security Deposit – payable prior to the event taking place to go towards the costs of any damages to the hall or equipment or additional costs incurred as a result of not complying fully with these conditions (e.g. section 4 if additional cleaning is required) or claims made against the High Halden War Memorial Hall Management Committee. The deposit will be refunded 14 days after the hire period provided that no damage or loss has been caused to the premises and/or content or additional costs are incurred or complaints made to the High Halden War Memorial Hall Management Committee about noise or other disturbance during the period of hire as a result of the hiring.

Booking Fee – Agreed fee for the hire of the hall. Must be paid prior to the event taking place.

Booking fees and Security deposits must be paid and cleared prior to the event. If payment is made by cheque at least 10 working days must be allowed prior to the event to allow the cheque to be deposited and cleared. Payments can be made directly to the Hall's bank account the details of which are shown on the hiring agreement.

## 6. Cancellation

### 6 (a) By the Hirer

If the Hirer cancels the booking before the date of the event and the management committee is unable to conclude a replacement booking, the High Halden War Memorial Management Committee may, at its discretion, require a further payment of hire fees or withhold all or part of the booking deposit and any hire charge already paid.

### 6 (b) By the Hall

The High Halden War Memorial Management Committee reserves the right to cancel a 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 bye-election or referendum or High Halden War Memorial Management Committee considers that:

- a) such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- b) unlawful or unsuitable activities may take place at the premises as a result of the hiring, or
- c) the premises have become unfit for the use intended by the Hirer or
- d) any other emergency situation

In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the Hall shall not be liable for any resulting direct or indirect loss or damages whatsoever.

# High Halden War Memorial Hall Conditions of Hire

## 7. Licensed activities and Licences

The hall is licensed by Ashford Borough Council for the following regulated entertainment and licensable activities between 08.00 and 23.55 on any day of the week.

<b>Activity</b>
The performance of plays
The exhibition of films
Indoor sporting events
The performance of live music
The playing of recorded music
The performance of dance
Facilities for dancing

The hall is not licensed for;

<b>Activity</b>
the sale of alcohol
boxing or wrestling entertainment

The hall holds licences issued by the Performing Rights Society allowing the performance of live music and by the Phonographic Performance Ltd allowing the playing of recorded music.

- In order to hold a licensable activity on the premises not covered by the Hall's premises license, a Temporary Event Notice (TEN) will need to be given to the licensing authority.
- The High Halden War Memorial Hall Management Committee will require that the Hirer shall obtain a Temporary Event License at their own expense, but no Hirer may seek such a license without the written consent of the High Halden War Memorial Management Committee.
- Alcohol may be supplied and consumed at the hall in line with the Premises Licence held by the High Halden War Memorial Hall Management Committee. However, alcohol cannot be sold (which includes alcohol being provided as part of an entrance fee or ticket price or requesting donations for it) unless a Temporary Event Notice is given.
- The Hirer must comply with all conditions and regulations required by the licensing authorities and must not contravene the law relating to gaming, betting and lotteries.

# High Halden War Memorial Hall Conditions of Hire

## 8. Safeguarding

The hirer is responsible for all safeguarding requirements in respect of children and young people (under 18 years of age) and of vulnerable adults using the hall during the hire.

## 9. Insurance

The High Halden War Memorial Management Committee has insurance cover in place for its own liabilities and assets. Its public liability cover extends to cover non profit making (i.e. non commercial) hirers. It is the responsibility of any commercial hirer to ensure they have suitable cover in place. Insurance of items brought to and/or stored at the hall are not covered by the Management Committee's insurance and hires should consider their own requirements.

## 10. Health and Safety

The hirer must ensure compliance with the High Halden War Memorial Hall's Health and Safety Policy and the Fire Policy. Copies are on display in the hall and will be provided to the hirer.

The Hirer must report all accidents or incidents which caused or might have caused injury, to either the bookings secretary or the management committee secretary as soon as possible, as well as completing an accident report form. Any failure of equipment belonging to the Hall must also be reported at the end of the hire.

## 11. Indemnity from the Hirer

The Hirer shall indemnify and keep indemnified each member of the High Halden War Memorial Management Committee and the Hall's employees, volunteers, agents and invitees against: –

(a) the cost of repair of any damage done to any part of the premises including the contents of the premises, and

(b) all actions, claims, and costs of proceedings arising from any breach of the High Halden War Memorial Hall's Hiring Conditions.

(c) all claims in respect of damages, including damage for 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.

(d) any costs/expenses incurred as a result of not complying with the conditions of hire.

As directed by the High Halden War Memorial Management Committee, 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 or additional costs/expenses incurred as a result of not complying with these conditions of hire.

# High Halden War Memorial Hall Conditions of Hire

## 12. Equipment

### 12 a) Stored equipment

The High Halden War Memorial Management Committee accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by written agreement, must be removed at the end of each hiring or storage period.

The High Halden War Memorial Management Committee may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

### 12 b) Electrical Equipment

The High Halden War Memorial Management Committee is responsible for the regular testing of electrical appliances belonging to the hall, the hirer is responsible for ensuring that any electrical appliances that are brought by them into the hall are safe and used in a safe manner.

## 13. Alterations

No alterations or additions may be made to the premises, and no fixtures are to 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 High Halden War Memorial Management Committee.

## 14. Restriction of benefit of the hire agreement

None of the provisions of the hire 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 the Hire Agreement.

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