

DRAYCOTT MEMORIAL HALL – STANDARD CONDITIONS OF HIRE

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 21 years or over, shall be in charge of and present in the premises at all times when the public are on the premises to ensure the conditions of the Premises Licence are properly observed. 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.
2. **Use of Premises:** THE HIRER shall not sublet or use the premises 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 purpose 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 in respect thereof 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, from the Performing Rights Society and for the observance of same – please see section on Licensing Act 2003.
4. **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.
5. **Public Safety Compliance:** 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 plays.
6. **Health and Hygiene:** THE HIRER shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.
7. **Electrical Appliance Safety:** THE HIRER shall ensure that any electrical appliances brought by him/her to the premises and used there shall be safe and in good working order, and used in a safe manner and where required have a current PAT test certificate.
8. **Indemnity:** THE HIRER shall indemnify the 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 buildings which may occur during the period of the hiring as a result of the hiring. 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 Village Hall. (The Village Hall is insured against any claims arising out of its own negligence).
9. **Accidents and Dangerous Occurrences:** THE HIRER must report all accidents involving injury to the public to a member of the Management Committee as soon as possible and within 24 hours. Any failure of equipment either that belonging to the 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 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).
10. **Animals:** 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 committee. No animals whatsoever are to enter the kitchen at any time.
11. **Compliance with The Children Act:** THE HIRER shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children.
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. **Cancellation:** 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 deposit shall be at the discretion of the committee.
14. **Cancellation:** THE 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 refund of any deposit or charges paid.
15. **Cancellation:** THE COMMITTEE reserves the right to cancel this hiring if the Committee have been misled in the hiring application, or in the opinion of the Committee the hiring is liable to cause a breach of Statutory Regulations. In which case the HIRER shall **NOT** be entitled to a refund of any deposit or charges paid.
16. **Refusal of Booking:** The Committee reserves the right to refuse a booking. Any monies paid will be refunded.
17. **Noise:** THE HIRER shall ensure that the noise level output by bands, discotheques, record/CD players, radios or any other means 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 28 re. noise level monitor.
18. **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.
19. **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. *Meeting Room:* 50 seated attendees at a meeting or seminar, and 40 at functions with tables and chairs such as a smaller whist drive. *Consulting Room:* 6 seated either side of desk.
20. **Exit Doors:** Must be kept free from obstructions at all times and Exit Lights must be illuminated at all times.
21. **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.
22. **Right of Entry:** The Committee reserves the right for one or more of its members or representatives to enter the hall at any time.
23. **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)
24. **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.
25. **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 is also 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.
26. **End of Hire:** THE HIRER shall be responsible for leaving the premises, equipment, and surrounding area in a clean and tidy condition, and any contents removed from their usual positions properly replaced otherwise the committee shall be at liberty to 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.
27. **Finish Times:** 11:30 p.m. Sunday to Thursday inclusive, 1:00 a.m. Friday night/ Saturday morning, Midnight Saturday.
28. **Noise Level Monitor Equipment:** The hall is now 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 deducted from any bond paid.
29. **Loop System** If the HIRER wishes to use the Loop System and any microphones, then arrangements must be made with the Caretaker for supply of equipment
30. **Smoke Free Policy** – this is displayed on the main notice board, it is the HIRER'S responsibility to ensure that this is adhered to. Any fines, convictions or penalties are for the HIRER'S attention

Signed by THE HIRER

Date

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Signed for THE COMMITTEE.....

Date