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## **MARDEN MEMORIAL HALL Hiring Terms and Conditions**

**We will adhere to any Government guidelines concerning the Coronavirus pandemic.  
Hirers will be expected to follow any Government guidelines that are in place at the  
time of their booking.**

1. The Hirer shall pay the deposit at the time of booking together with full payment of the hire charge. A personal reference may also be requested if hirer is not known to the Management Committee Trustees.
2. This deposit 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 nor complaints made to the Memorial Hall about noise or other disturbance during the period of the hiring as a result of the hiring. The deposit will also be withheld if there is any evidence that the Hirer has used any Hall other than that specified on the booking form.

### **Licensing**

3. (a) Alcohol - If you are intending to sell alcohol at your event please obtain details from the Facilities Manager. A Temporary Event Notice must be obtained by the hirer for the event (a copy should be given to the Memorial Hall Facilities Manager). The Management Committee will require you to contact the relevant personnel regarding this. Please note 10 working days notice is required when applying for a Temporary Event Notice.  
  
(b) Numbers - The hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.  
  
(c) Music - The hall has a licence with the Performing Rights Society (PRS) for the performance of copyright music and Phonographic Performance Limited (PPL).  
  
(d) In order to hold a licensable activity eg plays, performance or dance on the premises or on part of the premises not covered by the hall's Premises Licence or where a hall does not have a Premises Licence, a Temporary Event Notice (TEN) will need to be given to the licensing authority (please speak to the Facilities Manager in the first instance).  
  
(e) The Hirer shall obtain the consent of the Management Committee before contacting the licensing authority for a Temporary Event Notice (TEN). Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENS which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the Hall Management Committee and local voluntary organisations.
4. The Hirer agrees for a Memorial Hall representative to be present during the hiring and to comply fully with these Hiring Terms and Conditions.
5. It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed, or that the Memorial Hall Management Committee deem necessary, shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Memorial Hall and the Hirer (ie external usage: eg hog roast, gazebo)
6. None of the provisions of these Hiring Terms and Conditions 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.

### **Standard conditions of hire**

7. These standard Hiring Terms and Conditions apply to all hiring the Memorial Hall. If the Hirer is in any doubt as to the meaning of any of the content, the Facilities Manager should immediately be consulted.

### **Age**

8. 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 during the duration of the booking and for ensuring that all conditions, under these hiring terms and conditions, relating to management and supervision of the premises are met.

### **Supervision**

9. The Hirer shall, during the duration of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care; safe 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 obstruction of the highway. As directed by the Facilities Manager, 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.

### **Use of premises**

10. The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement, shall not sub-hire, use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way. The Hirer shall not do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof. The Hirer shall not allow the consumption of alcohol thereon without written permission.
11. The Hirer agrees that admission to any event is only by invitation for any party, wedding, dance and/or disco, and that the numbers will not exceed that permitted for the building. (See 3 (b))
12. The Hirer agrees not to allow any games, or playing by children to take place in the car park or gardens.
13. 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 agrees not to allow smoking in the gardens. Smoking is only permitted in the designated smoking area.
14. The Memorial Hall does not allow 18<sup>th</sup> or 21<sup>st</sup> birthday parties.
15. Hirers must vacate the halls for bookings on Mondays to Saturdays by 12 midnight and Sundays by 6pm. (Written permission is required if the Hirer wishes to extend the hiring period beyond 6pm on a Sunday.)
16. No amplified music to be played on Sundays without prior written permission of the Management Committee.
17. No alcohol to be sold or served on Sundays without prior written permission of the Management Committee.

18. No return the following morning to remove items or clean halls without prior written permission of the Management Committee.

19. No confetti (either paper, metal or plastic) to be used in the hall building.

#### **Gaming, betting and lotteries**

20. 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.

#### **Public safety compliance**

21. 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.

22. The Hirer will receive 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.

23. In advance of the booking taking place the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- Familiarise themselves with location of fire exits and escape routes before Event commences
- That all escape routes are free of obstruction and can be safely used. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- That any fire doors are not wedged open.  
That emergency exit signs are illuminated. The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).
- That there are no obvious fire hazards on the premises.

#### **Outbreaks of fire**

24. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Facilities Manager or Caretaker of the Management Committee.

#### **Health and hygiene**

25. 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. Please note that neither the kitchen in the Main Hall, nor the kitchen in the John Banks Hall is a catering kitchen.

#### **Electrical appliance safety**

26. 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.

### **Insurance and indemnity**

27. (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 contents of the premises at the discretion of the Management Committee
  - (ii) 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 the use of the premises (including the storage of equipment) by the Hirer at the discretion of the Management Committee, and
  - (iii) 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 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. (Deduction from the damages deposit will be at the discretion of the Marden Memorial Hall Management Committee.)
28. The Memorial Hall has taken 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-clauses (a) (ii) and (iii) 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 received under the insurance policy.
29. All groups using the hall are advised to arrange liability insurance covering their own activities and individuals hiring for birthday parties etc are advised to check their own household insurance, as in the majority of cases, such cover is automatically included under the standard household package insurance policy.
30. The Memorial Hall is insured against any claims arising out of its **own** negligence.
31. Bouncy Castles are only permitted in the **main hall** and a copy of the Hire Company's Public Liability Insurance Certificate confirming adequate cover must be provided to the Facilities Manager prior to the booking taking place.

### **Accidents and dangerous occurrences**

32. (a) The Hall does not have a first aid kit – all hirers need to ensure that they have access to a first aid kit and that there is a first aider to administer first aid if needed.
- (b) 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. Any failure of equipment belonging to the Memorial Hall or brought in by the Hirer must also be reported **as soon as possible**.

### **Explosives and flammable substances**

33. The hirer shall ensure that:
- (a) Highly flammable substances are not brought into, or used in any part of the premises and that

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- (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.

### **Heating**

34. 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.

### **Drunk and disorderly behaviour and supply of illegal drugs**

35. 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. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. 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. No illegal drugs may be brought onto the premises.

### **Animals**

36. 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. No animals whatsoever are to enter the kitchen at any time.

### **Compliance with the Children Act 2004**

37. The Hirer shall ensure that any activities for children under eighteen years of age comply with the provisions of The Children Act of 2004 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks have access to the children. Checks may also apply where children over eighteen and vulnerable adults are taking part in activities. The Hirer shall provide the Memorial Hall Management Committee with a copy of their DBS check and Child Protection Policy on request.

### **Fly posting**

38. 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's Management 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.

### **Cancellation**

39. If the Hirer wishes to cancel the booking before the date of the event and the Memorial 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 Management Committee. The Memorial Hall 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 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
  - (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 shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

#### **End of hire**

33. The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition; properly locked and secured and any contents temporarily removed from their usual positions properly replaced. Failure to do so may result in the Memorial Hall Management Committee being at liberty to make an additional charge. Any users and their guests **MUST** vacate the halls by midnight. (18.00 hours on a Sunday.)

#### **Noise**

34. 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, if provided, and comply with any other licensing condition for the premises.
35. The hirer will advise all guests to leave the premises quietly so as not to cause any annoyance, inconvenience or disturbance to nearby residents. **FAILURE TO DO SO WILL RESULT IN NON-REFUND OF YOUR DEPOSIT.**

#### **Stored equipment**

36. 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.
37. The Memorial Hall 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 Management Committee disposing of any 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.
  - (c) Charge the hirer at the rates detailed above for any items exceeding those previously agreed for on-site storage.

#### **No alterations**

38. No alterations or additions may be made to the premises nor may any fixtures 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 Facilities Manager. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Memorial Hall remain in the premises at the end of the hiring. It will become the property of the Memorial Hall unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal. **Decorations of any kind to be attached to noticeboards only, not damaging anything already on such noticeboards. Hirers are prohibited from using Sellotape, blue tack, white tack, glue, staples or any other adhesive on any part of the walls or ceilings within the Hall premises. Failure to adhere to this may result in part of all of deposit being with-held.**

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**No rights**

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

**Dangerous and unsuitable performances**

40. Performances involving danger to the public or of a sexually explicit nature shall not be given permission.

**Unlocking/Locking of Halls**

41. For most events the Caretaker or Facilities Manager will meet the hirer on site at the time of booking to unlock and to point out any issues – They will return at the end of the booking to secure the hall; unless it is an evening booking when the hirer will be provided with a key and asked to return it to the Parish Council Office on the next working day. If this is the case the Caretaker or Cleaner will visit the hall early the next morning to check that all has been left in a good order.
42. The hirer will leave the premises in a clean condition **AND WILL CLEAN ALL TABLES AND CHAIRS** before they are put away. Chairs **MUST** be stacked **SIX HIGH ONLY**. All red vinyl chairs are stored in the Chair/Table store between the Main Hall and the John Banks Hall and all should be returned to the store. (Chairs should be stored with the backs of the chairs to the door and stacked neatly, max 6 high). 24 red vinyl chairs are stored in the Old School Room and these chairs are only for the use of Old School Room Hirers. It may be possible to obtain additional plastic chairs if needed. 20 large tables are stored in the Chair/Table store (16 on the trolley and 4 against the wall) plus 1 small table. Please return this number of tables back to the store after the event. 4 large and 2 small tables are stored in the lobby between the Old School Room and the Main Hall. These are for use by Old School Room hirers and should not be used by Main Hall/John Banks Hall hirers unless permission has been sought from the Facilities Manager or Caretaker.
43. If you wish the hall to dispose of your rubbish you will be able to leave up to 10 refuse bags and an additional £20 will be added to your hire fee. If more bags are left this further charges will be deducted from your deposit. Rubbish should then be left in the Main Hall foyer for disposal in the relevant bins. Any paper and cardboard should be kept in a separate bag and marked accordingly. We are only able to dispose of rubbish that can go in general household waste, any specialist items including but not limited to gas cannisters need to be removed from the premises and safely disposed of by the hirer. If you do not wish to pay for this service you will be required to remove all rubbish when you vacate the hall. Failure to do this will incur a charge of £20.
44. The level of any music to be kept at a level so as to not cause annoyance, disturbance or inconvenience to any of the nearby properties and all windows and doors **TO BE KEPT CLOSED. ANY INFRINGEMENT MAY RESULT IN EARLY TERMINATION OF YOUR EVENT AND/OR LOSS OF BOOKING DEPOSIT.**
45. Please note that as and when necessary, the kitchen area is to be shared by all users of the hall.
46. The hirer agrees to conform to any request given by the Memorial Hall Management Committee.
47. The Hall has CCTV fitted externally, please refer to our CCTV policy on our website [www.mardenmemorialhall.co.uk](http://www.mardenmemorialhall.co.uk)