

HOUGHTON AND WYTON MEMORIAL HALL
Registered Charity No.204779

CONDITIONS OF HIRE
HOUGHTON & WYTON MEMORIAL HALL

1. Conditions of Hire

The hirer shall during the period of hire 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 hall whatever their capacity, including proper supervision of car parking to ensure that the surrounding houses are not obstructed. As directed by the Booking Clerk, 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 use the premises other than that described in the hiring agreement and shall not sub-hire or use the premises for any unlawful purpose or do anything which may render invalid any insurance policies.

3. Capacity

The hall is limited to a total of 100 people and must not exceed this amount.

4. Smoking

Smoking is not allowed in any part of the building and cigarette ends are not to be discarded anywhere on the premises except the ashtray to be found outside the main entrance.

5. Gaming, Betting and Lotteries

The hirer shall ensure that nothing is done in contravention of the law relating to games, betting and lotteries

6. 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, public entertainment or stage plays.

7. Health & Hygiene

The hirer shall if preparing or selling food, observe all relevant food health and hygiene legislation and regulations.

8. Electrical Appliance Safety

The hirer shall ensure that any electrical appliances brought by them to the premises and used there are in safe and good working order and used in a safe manner.

9. Indemnity/Insurance

The hirer shall indemnify and keep indemnified members of the Hall 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 contents and b. all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the hall (including storage of equipment) by the hirer

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9. Indemnity/Insurance (Ctd)

The hirer shall either agree to be covered by the hall's insurance (as stipulated on the booking form) or ensure they take out adequate insurance to insure the hirer and members of the hirer's organisation and invitees against all claims arising as a result of the hire and on demand shall produce the policy or evidence of cover to the Booking Clerk. Failure to produce such policy or evidence of cover, will render the hiring void and enable the Booking Clerk to re-hire the premises to another hirer.

10. Accidents & Dangerous Occurrences

The hirer must report all accidents involving injury to the public to the Booking Clerk as soon as possible and complete a form in the Accident Book (to be found in the kitchen). This is then to be put in a sealed envelope and left in the book and the Secretary will store it in the accident file. Any failure of equipment must also be reported as soon as possible. There is a First Aid Kit located in the kitchen.

11. Animals

The hirer shall ensure that no animals (including birds) except guide dogs are brought onto the premises without prior written agreement from the Chairman.

12. Compliance with the Children Act 1989

The hirer shall ensure that any activities for children under eight years old comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children.

13. 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. The current trustee agreement forbids sale of alcohol on the premises.

14. Payment

For bookings of a sole/one-off nature, the hirer must ensure that payment is received 7 days in advance of the booking. A £100 deposit is required to secure the hall and cover any damages or additional cleaning required. This will be destroyed if not required after the event. Failure to pay any agreed accounts within the time required will result in no further availability of premises until the account is paid.

15. Cancellation

Bookings must be cancelled in writing giving 14 days notice to the Booking Clerk. If cancellation occurs within 14 days, the hirer may be liable to pay the total booking fee if the hall cannot be re-hired.

The Management Committee 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 Committee reasonably considering that i) such hiring may 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 the hiring
- c. the premises becoming unfit for the use intended by the hirer.

In any such case, the hirer shall be entitled to a refund of any deposit already paid, but the hall shall not be liable to the hirer for any resulting direct or indirect loss or damages whatsoever

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16. End of Hire

The hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked, including windows, and secured unless directed otherwise and any content temporarily removed from their usual positions properly replaced, otherwise the hall shall be at liberty to make an additional charge. All lights must be turned off and all rubbish removed. All breakages must be reported to the Booking Clerk.

17. Noise

The hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

There is a noise regulator which will shut off all electrical sockets intermittently for 5 seconds at a time when the sound level exceeds the limit. This is in compliance with Health & Safety Regulations.

18. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details shall then be given to the booking clerk. The hirer must be familiar with the evacuation procedure, the location and use of all fire equipment, escape routes and the need to keep them clear, method of operation of escape door fastenings and appreciation of the importance of fire doors and the closing of fire doors at the time of fire.

No explosives, highly flammable spirits or liquid gas containers shall be brought into the hall and the use of naked lights in any part of the building is strictly prohibited.

19. Means of Escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. The hirer must ensure all fire exits are unlocked, any fire doors are not wedged open, exit signs are illuminated and there are no obvious fire hazards on the premises.

The emergency lighting will illuminate all exit signs in the event of a fire.

20. Hirers' Equipment

The 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.

Equipment may only be stored with the written agreement of the Management Committee.

Stored equipment must be removed by the hirer within 60 days of the last booked event.

Failure to do so will result in the equipment being treated as abandoned and becoming the property of the Management Committee to dispose of as it sees fit.

All equipment and other property (other than stored equipment) must be removed at the end of each hiring or the above condition will apply, i.e. disposal after 60 days.

21. No Alterations

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 building without the prior written approval of the Booking Clerk. The hirer must make good to the satisfaction of the hall any damage caused to the premises by removal of such an article.

22. No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other rights of occupation of the hirer.