

Presteigne & District War Memorial Hall Conditions of Hire

Conditions of Hire

These conditions apply to all hiring of the Presteigne & District Memorial Hall ("Memorial Hall) and Car Park. If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary should immediately be consulted.

The **Hirer** is responsible for adhering to the Notes for Hirers and Emergency Procedures (collectively referred to as the "Instructions"). It is the Hirer's responsibility to ensure that copies of the Instructions are obtained and understood. If the Hirer is in any doubt about any of the Instructions, the Booking Secretary should be consulted.

By going ahead with the hiring of the Memorial Hall, the **Hirer** is agreeing to these Conditions of Hire and complying with the Instructions.

1.0 Supervision

The **Hirer** shall, during the period of the hiring, be responsible for: supervision of the Memorial Hall, 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 Memorial Hall whatever their capacity. As directed by the Booking Secretary, the **Hirer** shall make good or pay for all damage (including accidental damage) to the Memorial Hall or to the fixtures, fittings or contents and for loss of contents.

2.0 Car Park

The **Hirer** is responsible for ensuring that vehicles are parked in an orderly way so as to avoid obstruction of the highway, and that any parking requirements in the Instructions are followed. Alcohol must not be consumed in the the car park. **The committee are not responsible for managing the car park area, and cannot stop members of the public parking on the land.**

3.0 Use of Memorial Hall

The Hirer shall not use the Memorial Hall for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the Memorial Hall or allow the Memorial Hall to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the Memorial Hall anything which may endanger the same or render invalid any insurance policies in respect thereof.

SMOKING is NOT allowed anywhere in the Memorial Hall in compliance with The Smoke-free Premises etc. (Wales) Regulations 2007, and failure to comply with the law is a criminal offence, as set out in the Health Act 2006 and additionally the **Hirer** will be liable for cleaning charges if the law is contravened.

Please be advised that there are no refuse collections from the Memorial Hall, and it is expected that hirers will remove all their rubbish from site, including outside areas, especially where smoking has been allowed by the Hirer.

4.0 Gaming, Betting and Lotteries

The **Hirer** shall ensure that nothing is done on or in relation to the Memorial Hall in contravention of the law relating to gaming, betting and lotteries.

5.0 Licences

The **Hirer** shall be responsible for obtaining such licences as may be needed, whether for entertainment, the sale or supply of intoxicating liquor, and for the observance of the same. The permanent bar in the small room is not included in any hire of the premises, for further information, please contact The Dukes Arms, Presteigne. 01544 267318

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6.0 Public Safety Compliance

The **Hirer** shall comply with all conditions and regulations made in respect of the Memorial Hall by the Fire Authority, Local Authority, the Licensing Authority 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 must ensure that the Memorial Hall is not occupied by more than 90 people at any time.**

7.0 Fire Precautions, Use of Flammable & Explosive Substances, and Emergency Procedures

These form part of the Instructions and users must make themselves familiar with and adhere to them in particular the emergency procedures for fires and gas leaks.

8.0 Health and Hygiene

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 in the Memorial Hall must be refrigerated and stored in compliance with the Food Temperature Regulations.

9.0 Gas and Electrical Appliance Safety

The **Hirer** shall ensure that all gas appliances and electrical equipment belonging to the Memorial Hall and any electrical equipment brought in by the Hirer are used safely in accordance with the Instructions.

10.0 Accidents and Dangerous Occurrences

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 damage to Memorial Hall property, or failure of equipment belonging to the Memorial Hall or brought in by the **Hirer**, must be reported to the Bookings Secretary as soon as possible.

11.0 Drunk and Disorderly Behaviour and Supply of Illegal Drugs

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 in the Memorial Hall or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk, nor sold 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 Memorial Hall. No illegal drugs may be brought onto the Memorial Hall premises, including external spaces.

12.0 Animals

The **Hirer** shall ensure that no animals (including birds) except guide dogs are brought into the Memorial Hall, other than for a special event agreed to by the Memorial Hall. No animals whatsoever are to enter the kitchen at any time.

13.0 Compliance with The Children Act 1989

The **Hirer** shall ensure that any activities for children under eight years of age, that are not private functions, comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure & Barring checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The **Hirer** shall provide the Memorial Hall committee with a copy of their Child Protection Policy on request.

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14.0 Special Needs

The **Hirer** should advise the Booking Secretary of any special needs for attendees and clarify the suitability of the facilities for the event. The **Hirer** should confirm their arrangement for ensuring the safe evacuation of all persons with special needs and/or disabilities.

15.0 Equal Opportunities

The Memorial Hall shall be open to all members of the community without distinction of sex, sexual orientation, race or of political, religious or other opinions.

16.0 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 Memorial Hall, 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.

17.0 Sale of Goods

The **Hirer** shall, if selling goods in the Memorial Hall, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the **Hirer** shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

18.0 End of Hire

The **Hirer** must follow the Instructions with regard to the End of Hire. Should these not be followed the Memorial Hall shall be at liberty to make an additional charge.

19.0 Noise

The **Hirer** shall ensure that their use of the Hall avoids inconvenience to adjoining residential properties.. The opening times of the Hall are 08.00 to 23.45 hours. Activities for which the Hall is booked may only take place between 09.00am and 23.00.

There must be no amplified music before 09.00 or after 23.00 hours. The Hirer must follow the requirements of the Instructions

20. Stored Equipment

The Memorial Hall accepts no responsibility for any stored equipment or other property brought on to or left at the Memorial Hall, 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.

The Memorial Hall may at its discretion, in respect of any equipment or property brought in to the Memorial Hall, and not removed by the **Hirer** within 7 days after the hiring, dispose 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.

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21.0 No Alterations

No alterations or additions may be made to the Memorial Hall nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Memorial Hall which may cause damage. The **Hirer** must check with the Booking Secretary if they suspect that fixtures may be required e.g. wedding decorations, at the time of the booking.

22.0 No Rights

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

23.0 Booking Administration

a. *Booking Form*

All requests for a booking must be made using the Booking Form. It should be completed in full and returned to the Booking Secretary. The Secretary will inform the Hirer of the full cost, and will only confirm the booking once 50% of the cost of hire has been received. This should be paid via Bank transfer or cheque, **cash will not be accepted**.

The balance for the booking must be paid 7 days before the event, failure to do so, may result in the booking being cancelled and the deposit retained. An invoice for the balance will be provided at the time of the confirmed booking.

b. *Hire Period*

The hiring period shall be between the times specified in the Confirmation of Booking document. **The Hirer should include time needed for preparation and clearing up in establishing the total period of hire required.** The **Hirer** is responsible for making sure that the Memorial Hall is not left unattended and/or unsecured at any time during, or at the end of the hire period. **Hirers** will not be allowed access to the Hall before the hire start time unless with the approval of the Booking Secretary. Adequate time should be allowed at the end of events to ensure that the Memorial Hall is vacated at, or before, the end of the hire period, so as not to interfere with the needs of other users and to observe the Public Entertainment Licence Conditions for hours of use. Any additional time outside the specified period required for preparation and/or clearing up shall only be permitted with the confirmation of the Bookings Secretary and may be charged for.

24.0 Insurance and Indemnity

The **Hirer** shall indemnify the Memorial Hall Committee and/or the Council and its officers and servants against all claims, actions and demands arising out of, or in any way connected with, the use of the premises by the **Hirer**.

The Management Committee do not accept responsibility or liability in respect of damage or loss of any property or items whatsoever or personal injury connected with the officers and guests of the hiring organisation and relating to the hiring whilst on the property.

Martial Arts Groups, and other sporting bodies, should be in possession of the appropriate Insurance which should be identical, or greater than that available through the recognised Governing Body.

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25.0 Cancellation

If the **Hirer** wishes to cancel the booking 6 weeks or less 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 Committee. The Memorial Hall Committee reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the Memorial Hall 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 Memorial Hall as a result of this hiring
- (c) the Memorial Hall becoming unfit or unsafe for the use intended by the **Hirer**
- (d) an emergency requiring use of the Memorial Hall 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. **The Memorial Hall strongly recommends that Hirers arrange their own insurance where a cancellation may lead to personal financial loss e.g. wedding event.**