

Felsted Memorial Hall Conditions of Hire

Felsted Memorial Hall, Braintree Road, Felsted, Essex CM6 3DS

FELSTED MEMORIAL HALL STANDARD CONDITIONS OF HIRE

To be retained by Hirer

These standard conditions apply to the hiring of the Hall. If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary should immediately be consulted.

1. Age

The Hirer, not being a person under 21 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

There will be no parties allowed for children and young adults between the ages of 16 and 20.

All parties (up to the age of 15 years) MUST be supervised by a responsible adult.

2. Supervision

The Hirer MUST be present during the period of the hiring and be responsible for: supervision of the premises, its environs 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 so as to avoid obstruction of the fire exits or the highway. As directed by the Booking Secretary, 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.

3. Use of premises

The Hirer shall not 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 alcohol thereon without written permission.

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. Licensable activities

The Hall holds a licence with the Performing Right Society for the performance of copyright music (royalties to songwriters) in any form. If you employ a commercial organisation or individual earning an income from providing recorded music, this organisation or individual must hold a PPL license for this activity (royalties to performers).

6. Public safety compliance

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. A copy of which is displayed on the premises and a copy is available on request.

(a) The Hirer will be given information on 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. (See attached diagram)
- 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.

(b) In advance of any activity the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

(c) The hirer shall instruct clearly all those participating before the commencement of the event the action to be taken in case of a fire or other emergency.

1. Means of escape

The exact location of fire exits and fire extinguishers must be noted before the Hall is occupied and the manner of opening Fire Doors should be made known to your guests. A plan showing these is attached to this Hiring Agreement.

(a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

(b) The emergency lighting supply illuminating all exit signs for the Hall are operated by an automatic mains failure switching device.

2. Outbreaks of fire

In the event of a fire,

The Fire Brigade shall be called to any outbreak of fire, however slight, and the Hall should be evacuated in an orderly manner using the appropriate signed exits.

Details of the incident should be given to the Booking Secretary or other member of the Hall Management Committee at the earliest opportunity

9 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 on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

No children under 16 years of age are allowed in the kitchen unsupervised

(a) No tea towels, sharp knives, or scissors are kept in the Hall. If required, please bring your own.

(b) All spillage's or potential slipping hazards are to be cleaned immediately. Wet Floor signs are kept in the kitchen lobby. DO NOT use water on spillages on wood block floors – cover with paper and leave for the cleaner to deal with.

(c) Steps or ladders owned by the Hall are not to be used by any other persons.

(d) Do not use any equipment, which has become damaged or dangerous. A notice should be placed on it warning that it is not to be used and if possible removed

from general use. The Booking Secretary to be advised as soon as practicable.

1. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used in the Hall or car park shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

No modifications or alterations should be made to the Hall's electrical supply.

2. Insurance and indemnity

(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 curtilage thereof or the contents of the premises

(ii) all claims, losses, damages and costs made against or incurred by the 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, and (iii) all claims, losses, damages and costs made against or incurred by the 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 Hall Management Committee and the Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Hall shall take out adequate insurance to insure the liabilities described in subclauses

(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 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 Hall Management Committee and the 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.

(c) Where the Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii)

above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Secretary to rehire the premises to another hirer.

The Hall Management Committee and employees are insured against any claims arising out of its own negligence.

3. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public and complete the relevant section in the Hall's Accident Report Book, which is kept in the kitchen together with the First Aid Box. The incident must be reported to the Booking Secretary or other member of the Management Committee as soon as possible. Any failure of equipment belonging to the Hall or brought in by the Hirer must also be reported as soon as possible.

4. Explosives and flammable substances

The hirer shall ensure that:

(a) Highly flammable substances are not brought into, or used in any part of the premises and that:

(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.

(c) No fireworks or pyrotechnics of any description are to be used in the Hall

(d) No candles or naked flames of any description are to be used in any part of the building

(e) Smoke machines are not permitted in the Hall

1. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used in the premises without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used. Do not place items over the radiators.

2. 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 on the premises or in its immediate vicinity. Alcohol shall not be served/provided to any person suspected of being drunk nor to any person suspected of being under the age of 18. No profanity or impropriety of language, dress, dance or gestures or anything which is in any way offensive in the circumstances to public feeling or calculated to produce a Breach of the Peace shall be permitted in the Hall or its environs. 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.

Police Officers and any Authorised Officer shall at all times be immediately admitted to all parts of the premises for the purpose of ensuring that the conditions subject to which the Premises Licence is granted are being complied with and for the prevention and detection of offences.

3. 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. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

4. Animals

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

5. Compliance with the Children Act 1989

The Hirer shall ensure that any formal and/ or organised activities for children under eight years of age comply with the provisions of The Children Act of 1989 and 2004 and that only fit and proper persons who have passed the appropriate Disclosure & Barring Service 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 Hall Management Committee with a copy of their DBS check and Child Protection Policy on request.

Children under the age of 16 years are not permitted in the kitchen unless under close supervision from an appropriate adult.

6. 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 premises, and shall indemnify and keep indemnified each member of the 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.

1. 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. 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.

2. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for the showing of any films.

3. Bouncy Castles

Bouncy Castles are permitted for use in the hall only. The company supplying the bouncy castle MUST have adequate public liability insurance – a copy which MUST be provided by the hirer to the booking secretary before the event takes place.

4. Cancellation

Hirer: If the Hirer wishes to cancel the booking before the date of the event a minimum of one calendar month's notice will be required in writing, otherwise the full hiring fee will be charged.

Hall: The 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 Hall Management Committee reasonably considering that (1) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (2) unlawful or unsuitable activities will take place at the premises as a result of this hiring or (3) that the details in the Hiring Agreement regarding the event are false or misleading (ie teenagers run party or similar)

(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 Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

5. Stored 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.

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 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 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. The minimum cost of removing your rubbish will be £10 deducted from your damage deposit.

1. 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 premises without the prior written approval of the Booking Secretary. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the Hall, remain in the premises at the end of the hiring. It will become the property of the 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.

Do not use nails, drawing pins etc or any type of adhesive tape, or white or blu-tack on walls or other surfaces please use the boards or ask the Booking Secretary for advice. Do not fix decorations on or near light fittings or heat sources.

2. No rights

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

3. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be permitted

4. Smoking

No smoking is allowed inside the premises.

Cigarette bins are located outside the front and rear doors.

5. Personal property

The Hall Management Committee cannot be held responsible for any personal properties left on the premises and the Hirer is advised to take out adequate insurance to cover such risk.

6. Acoustic Loop (Hearing Loop)

An Acoustic Loop for use by those with hearing aids is available in the main Hall, when

the main PA system is in use. The Hall Caretaker or Booking Secretary will give instruction for operating this equipment on request.

Individuals with implanted Cardiac Pacemakers or AICD devices are advised not to use

the radio microphones.

7. End of hire / Cleaning and Security

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and

tidy condition, properly locked and secured unless directed otherwise and any contents

temporarily removed from their usual positions properly replaced, otherwise the Hall shall be at liberty to make an additional charge.

(a) Mops, brooms etc. are located in the broom cupboard (located behind the kitchen entrance door.

(b) All floors must be cleared of rubbish and swept.

- (c) All work surfaces and tables etc to be wiped clean.
- (d) All spillage's to be cleaned-up immediately and "Wet Signs" to be in place. The main Hall floor surface requires a minimum use of water.
- (e) Inspect the toilets and check that they have been vacated and whether any damage etc has occurred (which should be reported to the Booking Secretary as soon as practicable).
- (f) Ensure that all windows and doors are locked

- (g) All items of rubbish whether recyclable or otherwise must be removed from the building and nothing should be left either inside or outside the premises. Failure to do so will incur costs (minimum £10) which will be deducted from your deposit
- (h) Keys to be returned to the Booking Secretary in accordance with previously agreed arrangements
- (i)

1. Plan of the Felsted Memorial Hall
2. Kitchen contains:
 - Larder Fridge
 - 2 domestic ovens
 - Microwave oven
 - Urn & kettle
 - Oven trays & saucepans for warming food
 - Jugs, teapots, trays
 - Crockery & cutlery
 - 2 large trolliesFreezer, glasses & tablecloths are available on request