

## MAIDEN BRADLEY MEMEORIAL HALL – CONDITIONS OF HIRE

The term HIRER shall mean an individual hirer or, where the hirer is an Organisation, the authorised representative.

**1. SUPERVISION.** 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 the car parking arrangements so as to avoid obstruction.

**2. 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-let or use the premises for any unlawful purpose or in any unlawful way or 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 sale of alcohol thereon without a licence.

**3. Licences.** THE HIRER shall be responsible for complying with the conditions set by the Premises Supervisor where sale of alcohol is to occur on the premises. **Under no circumstances is alcohol to be supplied to anyone under the age of 18 years.**

**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 and the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays.

**6. Health & 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 to the premises and used there shall be safe and in good working order, and used in a safe manner. Where a residual circuit breaker is provided under terms of the PEL or CPL, the hirer must make use of it in the interests of public safety.

**8. Indemnity.** THE HIRER shall indemnify The Memorial Hall Management 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 Memorial Hall.

**9. Accidents and Dangerous Occurrences.** THE HIRER must report all accidents involving injury to the public to a member of the Maiden Bradley Memorial Hall Committee as soon as possible. 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 an accident or injury must be reported on a special form (obtainable from the hall representative) to the local authority. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

**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 Memorial Hall Management Committee. No animals whatsoever are to enter the kitchen at any time.

**11. Compliance with the Children Act.** THE HIRER shall ensure any activity for children under eight years of age complies with the provision of the Children act of 1989 (updated 2004) and that only fit and proper persons have access to the children.

**12. Sale of Goods.** THE HIRER shall, if selling foods 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 manufacturer's Recommended Retail prices.

**13. Cancellation by the Memorial Hall Management Committee.** The Memorial Hall Management 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 by-election, in which case the Hirer shall be entitled to a refund of any deposit already paid.

**14. Cancellation by the HIRER.** If the hirer wishes to cancel the booking before the date of the event and the Memorial Hall Management Committee is unable to conclude a replacement booking, the question of payment or the repayment of the fee shall be at the discretion of the Committee.

**15. Unfit for use.** In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired, the Memorial Hall Management Committee shall not be liable to the hirer for any resulting loss or damage.

**16. Refusal of Booking.** The Memorial Hall Management Committee reserves the right to refuse a booking without notice or to cancel this hiring agreement either before or during the term of this agreement upon giving 7 days' notice, in writing, to the hirer. THE HIRER shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as has been paid by the hirer to the Memorial Hall Management Committee. The Memorial Hall Management Committee shall not be liable to make any further payment to the hirer.

**17. End of hire.** 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 Memorial Hall Management Committee shall be at liberty to make an additional charge.

**18. Noise.** THE HIRER shall ensure that the minimum of noise is made on arrival and departure.

**19. Smoking.** THE HIRER should ensure that all users comply with the **NO SMOKING** policy of the building. This applies to inside, garden, car park and surrounding areas of the Hall.

**20. COVID-19.** THE HIRER shall be responsible for the safety of all users and persons attending the event with regard to Covid-19 virus risks and the hirer/s shall satisfy themselves that the premises are suitable for the event with regard to Covid 19 virus risks. The hirer shall also ensure that persons attending the event including staff, volunteers and contractors, comply with all relevant government requirements and advice and requirements of the Memorial Hall Management Committee with regard to Covid 19 precautions including track and trace, attendee registration, cleaning, social distancing, face coverings, hand cleansing, circulation of persons and rubbish disposal.