

Welton Village Memorial Hall [Charity 1180894] [“The Memorial Hall”] Hall Hiring Terms & Conditions

The Hall

The Memorial Hall is managed and run by a group of **Trustees**. The Trustees normal representative with regard to Hirers is the **Caretaker**. Reference below to **The Hall** encompasses the **premises**, the Trustees and employees including the Caretaker. In the case of any dispute, the matter should be brought to the attention of one of the Trustees and, if necessary, the Chair of Trustees. Details are displayed in the premises. If disputes cannot be settled between these parties they shall be settled by Independent Arbitration, interpreting this agreement according to the law of England. The Memorial Hall is a separate organisation from Welton Memorial Club [“**The Club**”] that shares the site.

AGREEMENT

The Hirer, agrees to hire the Hall as set out above subject to all the Terms & Conditions set out in this document and in particular:

- i. I and everyone attending the event I am organising will comply with all Terms and Conditions set out by The Hall in this document, and any additional requirements added by The Hall or by central or local government, prior to the event. In the event that any changes made by The Hall makes the event impossible, no charge will be made and any deposit paid refunded.
- ii. I am aged 18 or older and will undertake a risk assessment of the Health & Safety of my event and ensure that appropriate actions are undertaken to keep all participants safe, noting the Hall’s own Health & Safety information.
- iii. I will ensure that all participants in my event do not cause any nuisance or danger to others in or around The Hall including the road and village green area outside The Hall. This includes any disorderly, violent or criminal behaviour. Care shall be taken to avoid excessive consumption of alcohol and any person thought or suspected to be drunk, under the influence of drugs, disorderly, violent or involved in criminal behaviour during the event shall be asked to leave or the event will be closed.
- iv. I will ensure that The Hall is left in a clean, tidy and safe state and that rubbish is removed from the premises,
- v. Payment for both hire and deposit will be made in full within one week of receiving an invoice from The Hall or, in the case of regular hirers who use the Hall every week, by the end of the month following the invoice.
- vi. The Hall may cancel any booking at any time including without notice if unavoidable. In such cases a refund of any unexpired hiring charges or deposit will be made but there can be no liability for any other costs incurred by the Hirer. Such circumstances may include if
 - a. the premises are required for emergency use or by the local authority, or
 - b. the premises become unfit for the use intended by the Hirer, or
 - c. the Trustees have reasonable belief that the hiring would lead to a breach of licensing conditions or other legal or statutory requirements or that unlawful or unsuitable activities will take place on the premises as a result of this hiring.
- vii. Either party may cancel this agreement with 60 days’ notice without penalty on either side. If the Hirer cancels in under 60 days then the Trustees may make a charge for any sessions reserved by this booking.
- viii. If the planned use of The Hall changes I will notify the Trustees or Caretaker accordingly.
- ix. Any accident, dangerous occurrence, damage to The Hall or its equipment or electrical failures must be reported to the Caretaker promptly. Any damage done during your hiring may be charged for.
- x. This hiring does not constitute any tenancy or other right of occupation on the Hirer.
- xi. I have reviewed the Terms & Conditions Checklist below and will ensure that the relevant requirements are complied with

Failure to meet these requirements may result in bookings being cancelled at short notice and additional charges being made to meet any additional costs incurred.

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Please read the questions below, ticking the boxes of those questions that you answer ‘YES’ **and** note the relevant requirements attached whatever your answer. The requirements set still apply even if you do not tick a box but subsequently do that activity.

Ref	Activity Questions	YES	Requirements
1	Are you going to make your participants aware of what to do in the event of an emergency, especially a fire?		This is essential. No booking will be accepted without this.
2	Are you aware of what to do to keep your participants safe especially in the case of any emergency, for example a fire?		<p>You must ensure that you know the following <u>AND</u> check them immediately before your event</p> <ul style="list-style-type: none"> • what to do in the event of fire i.e. activating the fire alarm (hitting the button), evacuating the building and telephoning the Fire Brigade; • the location and use of fire equipment; • escape routes and the need to keep them clear and ensure that they are illuminated; • the method of operation of emergency exit doors; • that nothing in The Hall or nothing that is brought to your event will block or impede exit; • that nothing that is brought to your event will create a fire hazard.
3	Are you insuring the event?		<p>The Hall will not be responsible for any problem with your event or if the Trustees have to cancel the booking due to force majeure events or other circumstances that they deem make the event inappropriate. While reasonable notice will be given, this may not always be possible. You may wish to take out insurance to cover such situations.</p> <p>The Hall does have Public Liability Insurance for users but this will not apply to commercial hirers so obtain your own insurance if you are unsure about this..</p> <p>You should also consider insurance for high risk activities and damage caused to the Hall [which you will be liable for] or check that any third party provider of equipment or an activity is suitably insured.</p> <p>This applies in particular to any commercial activity undertaken ie for which you make a charge.</p>
4	Are any children below the age of 18 or any vulnerable adults involved in the event?		<p>You must ensure that you comply with the Children Act 1989 and any other relevant legislation relating to children and vulnerable adults. 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 vulnerable adults are taking part in activities. The Hirer shall provide the Trustees with a copy of their DBS check and Child Protection Policy if requested to do so or comply with the Hall’s Safeguarding policies.</p>

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Ref	Activity Questions	YES	Requirements
5a	Will the public be admitted at any time? <i>ie do you personally know everyone attending?</i>		You must control access to ensure that The Hall is not overcrowded. The same applies to the surrounding area where people might be queuing, parking etc.
5b			You must keep a record for 28 days after each event of all people attending and their contact details while there is a local requirement for people to be socially distanced.
6	Will an admittance charge be made?		You are responsible for the safe collection of charges which should ideally be cashless to minimise contact. You should also insure that your activity is properly insured against any damage that might be caused to persons attending your event or to the Hall itself.
	What activities will take place?		
7a	The performance of plays		The Hall is licensed for this from 00:00-24:00
7b	The exhibition of films		The Hall is licensed for this from 00:00-24:00
7c	Indoor sporting events		The Hall is licensed for this from 00:00-24:00
7d	The performance of live music		The Hall is licensed for this from 00:00-24:00. The Hall holds a Community Use Licence from the Performing Rights Society and Phonographic Performance Ltd. This permits live music and recorded music at some events but Hirers wishing to have live or recorded music in any form must ensure that this licence applies to their use or obtain the relevant licence(s).
7e	The playing of recorded music		The Hall is licensed for this from 00:00-24:00. The Hall holds a Community Use Licence from the Performing Rights Society and Phonographic Performance Ltd. This permits live music and recorded music at some events but Hirers wishing to have live or recorded music in any form must ensure that this licence applies to their use or obtain the relevant licence(s).
7f	The performance of dance		The Hall is licensed for this from 00:00-24:00
7g	Making music		The Hall is licensed for this from 00:00-24:00
7h	Dancing		The Hall is licensed for this from 00:00-24:00
7i	Other activities and entertainment similar to 7a-7h		The Hall is licensed for this from 00:00-24:00
7j	Boxing or wrestling entertainment		The Hall is licensed for this from 00:00-24:00

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Ref	Activity Questions	YES	Requirements
7k	Sale of hot food		
7l	Sale of alcohol		<p>The Hall is licensed for the sale of alcohol <u>BUT YOU MUST OBTAIN WRITTEN APPROVAL IN ADVANCE</u> from the Trustees. The licence only applies to the Main Hall. This is still required when members of the Club purchase alcohol from the Club and bring it into an event in the Hall. At least six weeks' notice is required.</p> <p>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 and no alcohol shall be served to anyone under 18. Any person who appears to be under 18 must be asked, before being served, to produce photographic identification that includes their date of birth and has a holographic mark, such as a UK Driving License, passport or Proof of Age identification. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.</p>
7m	Any activity that might involve danger to the public?		THE HALL CANNOT BE USED IN THESE CIRCUMSTANCES
7n	Any activity involving activities of an explicit sexual nature?		THE HALL CANNOT BE USED IN THESE CIRCUMSTANCES
7o	Any activities in contravention of the law relating to gaming, betting and lotteries?		THE HALL CANNOT BE USED IN THESE CIRCUMSTANCES <u>unless income is under £20,000 [or £250,000 pa], prizes total less than £500 and expenses are under £100</u>
7p	Are any explosive or highly flammable materials being used at your event?		THE HALL CANNOT BE USED IN THESE CIRCUMSTANCES
7q	Will there be any animals at your event?		EXCEPTING ASSISTANCE DOGS, ANIMALS ARE NOT ALLOWED IN THE HALL. Assistance dogs are not allowed in the kitchen or any other food preparation or serving area.
7r	Will there be a bouncy castle or other equipment bought in at your event?		You must ensure that the equipment is erected and operated safely and make sure that you are insured appropriately. You also need to ensure that the equipment is delivered and removed while you have the Hall booked so that other users are not impeded by the equipment
8	Do you wish to use the kitchen?		If preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. If you bring in a third party to do any of this you must check that they will also observe these requirements.

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Information for all Users CONTINUED**

Ref	Activity Questions	YES	Requirements
9	Will you put up any decorations?		<p>Great care must be taken not to place any decorations where they may catch fire or injure anyone in The Hall or where they might damage the fabric or décor of The Hall.</p> <p>Any decorations being placed at a height of more than 2 metres must be done using suitable ladders and over 3.3 metres requires a professional contractor.</p> <p>No permanent fixings or alterations may be made with the express agreement of the Hall Trustees.</p>
10	Are you advertising the event in the area?		The Hirer shall not carry out nor permit neither fly posting nor any other form of unauthorised advertisements for any event taking place at The Hall. Failure to observe this condition may lead to prosecution by the local authority
11	Are you selling any goods?		The Hirer shall 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.
12	Are you using any Hall equipment eg chairs, tables, kitchen equipment, stage facilities etc		These must all be cleaned [according to appropriate requirements at the time] after use and left in a tidy state if they cannot be left exactly as provided.
13	Are you bringing your own equipment to the Hall?		<p>Equipment cannot be stored at the Hall for any length of time except by express agreement with the Caretaker and then only if it can be stored safely and without prejudice to other users' requirements.</p> <p>Anything left is at the Hirer's risk and may be disposed of by The Hall if left without prior agreement.</p>
14	Will any of your participants wish to smoke?		No smoking is permitted in the Hall or on any part of its premises, including the car park.
15	Will any of your participants wear stilettos or other footwear liable to cause damage?		Such footwear is not allowed as it has been found to cause undue damage to the floor.
16	Taking the answers above into account, have you read the Hall's Health & Safety Information for Hirers document?		This is essential. No booking will be accepted without this.