

Abbotts Ann War Memorial Hall Terms & Conditions of Hire Constituting the Hiring Agreement

War Memorial Hall Hiring Agreement

War Memorial Village Hall Trustees and Management Committee informs hirers of the Hall that by signing an agreement or booking via the on-line booking system to use the Hall you are entering into a legal contract with the War memorial Hall Charity # 301719

PARTIES

1. Abbotts Ann War Memorial Village Hall Management Committee, referred to as AAWMH
2. The person or organisation hiring the Hall as shown on the signed Agreement or on-line Booking System

AGREED as follows:

1. Throughout this Agreement:
 - a. AAWMH, where referred to as “we”; “our”, is to be construed accordingly and
 - b. “we” and “us” mean and include the Village Hall’s charity trustees, employees, volunteers, agents and invitees
 - c. the person or organisation named as hirer on the on-line Booking system or written agreement is referred to as “you”; and “your” is to be construed
 - d. accordingly; “you” also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees
 - e. where you believe you need to seek our consent for something not covered in this agreement, you must in the first instance contact the Hall Duty Manager via email at village.hall.bookings@abbottsann.com
2. In consideration of the hire fee (described in a written agreement or from the on-line booking system), we agree to permit you to use the premises for the purpose described/agreed and for the times described in the written agreement or on-line booking system. Any written agreement signed by both parties and/or from the on-line booking system is included in the terms of this Agreement.
This Agreement includes the Standard Terms and Conditions of Hire as outlined below.
3. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.
4. You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

If you are in any doubt as to the meaning of the following, contact the Hall Bookings Manager at village.hall.bookings@abbottsann.com

Valid from 17th April 2024 and supersedes all previous versions

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Standard Conditions of Hire

5. Supervision

During the period of the hire, you will be responsible for supervision of the premises, the fabric and the contents; their care, safety from damage and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to avoid obstruction of the highway. As directed by the Hall Duty Manager, you 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.

6. Use of Premises

You must not use the premises, including the car park, for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises.

Our licence for the Hall states that the maximum number of persons present at any one time shall not exceed in total 88 seated and 168 dancing (including all helpers, attendants, musicians etc. and you must not exceed these limits.

The Hall is STRICTLY NO SMOKING in compliance to the 2007 smoke free law and you must ensure this is enforced.

We no longer accept bookings for 18th Birthday parties except at the sole discretion of the hall trustees. Agreement will only be given where the family lives in Abbotts Ann and is known to the Hall Committee.

7. Gaming, Betting and Lotteries

You shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

8. Music Copyright Licensing

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s). For the avoidance of doubt, the Village Hall does not have a television licence.

9. Live Music Performances

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

10. Events after 11pm

If an event is to be held OUTSIDE OF THE OPERATING TIMES FOR THE PREMISES ON NEW YEAR'S EVE 10 DAYS WRITTEN NOTICE MUST BE PROVIDED TO THE POLICE AND LICENSING AUTHORITY detailing the event and arrangements put in place to control it, and the written consent of the Police is required.

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11. Public Safety Compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our 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.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Duty Manager.

- You acknowledge that you have received instruction in the following matters:
 - The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - Location of firefighting equipment.
 - 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.
 - Location of first aid box
- In advance of any activity (whether regulated entertainment or not) you must check the following items:
 - That all fire exits are unlocked.
 - That all escape routes are free of obstruction and can be safely used for instant free public exit.
 - That any fire doors are not wedged open.
 - That exit signs are visible
 - That there are no fire-hazards on the premises.
- All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

12. Food, Health and Hygiene

You must, 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. The premises are provided with a refrigerator and thermometer. You are solely responsible for your food hygiene standards, which are regulated by the local authority.

13. Electrical Appliance Safety

You shall ensure that any electrical appliances brought by you to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

14. Indemnity

- a. You shall indemnify and keep indemnified each member of the Village Hall trustees and management committee and the Village Hall's employees, volunteers, agents and invitees against (i) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents

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of the premises (ii) all claims, losses, damages and costs 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 you, and (iii) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by you.

- b. If you represent an organisation, then you must have or take out adequate insurance to insure yourself and members of your organisation and invitees against your liability and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Duty Manager. Failure to produce such policy and evidence of cover may render the booking void and enable the Hall Duty Manager to rehire the hall. The Village Hall is insured against any claims arising out of its own negligence.

15. Accidents and Dangerous Occurrences

You must report all accidents involving injury to the public to the Duty Manager as soon as possible and complete the relevant section in the Village Hall's accident book. Any failure of equipment belonging to the Village Hall or brought in by you must also be reported as soon as possible. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

16. Explosives and Flammable Substances

You must ensure that:

- Highly flammable substances are NOT brought into, or used in any part of the premises and that
- 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.
- You MUST NOT, or allow others to bring fireworks onto any part of the AAWMH property including all parts of the surround land at any time.

17. Inflatable Devices and Bouncy Castles

If you have arranged for an inflatable device or bouncy castle to be used in the hall or its surrounding land, then you MUST hold your own insurance that covers the period of hire.

Our insurance does NOT cover issues involving any inflatable devices or bouncy castles, and therefore are ONLY allowed if proof of insurance cover is provided.

18. Heating

You shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used at any time.

No hirer or other person(s) may NOT adjust the heating and hot water controls of the boiler in the kitchen for any reason whatsoever. If there is an issue with the hot water or heating, then please contact the Duty manager.

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19. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

You must ensure that in order to avoid disturbing neighbours of 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 to any person suspected of being drunk nor 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 must be asked to leave the premises. No illegal drugs may be brought onto the premises.

20. Animals

You 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 Duty Manager.
No animals whatsoever are to enter the kitchen at any time.

21. Compliance with The Children Act 1989

You shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). You may be asked by the Duty Manager to provide a copy of your Child Protection Policy.

22. Fly Posting

You shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event-taking place at the hall, and you shall indemnify and keep indemnified each member of the Village 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.

23. Sale of Goods

You shall, if selling goods from the hall, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you 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.

24. Cancellation of Booking

If you wish to cancel the booking before the date of your event at the Village Hall, then you can do this from the on-line booking system or by contacting the Duty Manager up to **seven (7) days** before the start of the booking.

No refunds for cancellations within seven (7) days of the hirer date.

We may in exceptional circumstances need to cancel your booking if

- the premises are required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- the Village Hall management committee reasonably considering that (i) such a 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 premises as a result of this hiring

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- the premises becoming unfit for the intended use by you
- 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 you will be entitled to a full refund of money paid, but the Village Hall shall not be liable to you for any resulting direct or indirect loss or damages whatsoever.

25. End of Hire Period

You shall be responsible for leaving the premises and surrounding area in a clean and tidy condition. The Village Hall should be properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, all lights switched off with ALL RUBBISH IN THE GREY OR BROWN BINS & ALL BOTTLES AND CANS ARE RECYCLED (nearest bottle bank is at the Eagle) AND ANY EXCESS RUBBISH TAKEN AWAY AND NOT LEFT IN OR OUTSIDE THE PREMISES otherwise the Village Hall shall be at liberty to make an additional charge. (Broom, Mop and Bucket are situated in the cupboard, off the kitchen, along with tables and chairs in the storage room off the main hall).

In addition, at the end of the function you will:

- Check for smouldering fires.
- Check that cookers are turned off.
- Check that all electrical appliances are turned off and unplugged.
- Close all internal doors.
- Secure all outside doors and windows.

26. Noise

You shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You shall, if using sound amplification equipment comply with any other licensing condition for the premises.

27. Stored Equipment

The Village Hall accepts no responsibility for any stored equipment or other property brought on to or left at the hall, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment previously agreed by the hall committee) must be removed at the end of each hiring period 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 Village Hall may, in its discretion in any of the following circumstances, namely-

- in respect of stored equipment, failure by you to either pay for any storage charges due or to remove the stored items within 7 days after the agreed storage period has ended
- In respect of any other property brought on to the premises for the purposes of the hiring, failure of you to remove the items within 7 days after the hiring.

Dispose of any such items by sale or otherwise on such terms and conditions as we think fit, and charge you for any costs incurred in storing and selling or otherwise disposal.

28. No Alterations

You may not make any alterations or additions to the hall nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the hall without the prior written approval of the Hall Duty Manager. Any alteration, fixture or fitting or

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attachment so approved shall be at the discretion of the hall committee and can remain in the hall until the end of the hiring period.

29. Parking

We have limited parking facilities available and you are responsible for ensuring that the vehicles are parked with due care and consideration for local laws and residents.

Cars may ONLY be parked in the car park at the front of the Hall. Permission to park cars on the grassed areas may be made to the Duty Manager who will pass the request to the Hall Trustees for consideration.

30. End of Event

Evenings functions must cease by 23:30 at the latest.

Please remember to leave the premises quietly with due consideration for our neighbours and the village.

31. No Rights

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