

# High Wych Memorial Hall Standard Conditions of Hire



The Standard Conditions of Hire apply to all Hirers of the High Wych Memorial Hall.

If the Hirer is in any doubt as to the meaning of the following, the Hall Caretaker, Mr. Chris Ashworth (07508 937861) or the Booking Secretary (07925 601932) should be consulted immediately.

For the purposes of this document, '*the premises*' shall be taken to include all areas within the High Wych Memorial Hall and all surrounding external areas including its curtilage.

The person or organisation hiring the hall will be referred to as "you".

## Supervision

You shall, during the period of hire, be responsible for:

- the supervision of *the premises*, the fabric and the contents
- the care of all persons using *the premises*, in particular the close supervision of young and vulnerable persons at all times
- the appropriate supervision of car parking arrangements so as to avoid obstruction of the highway. This includes permitted use of designated disabled parking bays.
- ensuring all persons using *the premises* are made aware of the Fire Action Notices (see Appendix I)

## Insurance and Indemnity

1. You are liable for:

- a) a) the cost of repair of any damage (including accidental and malicious damage) done to any part of *the premises* including its curtilage or its contents. See '*Information Sheet for Hirers*' for details of security cheques required.
- b) the cost of repair of any damage (including accidental and malicious damage) done to our WiFi service
- c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of *the premises* (including the storage of equipment) and your use of our WiFi service, and
- d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of *the premises* and/or the use of our WiFi service, and subject to sub clause (ii), you must indemnify us against such liabilities.
- e) the care of all persons using *the premises*, in particular the **close supervision** of young and vulnerable persons at all times

2. We will take out adequate insurance to insure the liabilities described in sub-clauses 1.a) and 1.b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 1.c) and 1.d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
  - i) any insurance excess incurred and
  - ii) the difference between the amount of the liability and the monies we receive under the insurance policy.
3. Where we do not insure the liabilities described in sub-clauses 1.c) and 1.d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire *the premises* to another hirer. This includes the hire by you of bouncy castles.

We are insured against any claims arising out of our own negligence.

### **Music copyright licensing**

You must ensure that we hold relevant licenses under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL), or, where appropriate, you must hold such licence(s).

### **Music**

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.

### **Film**

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licenses for film. This agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

### **Safeguarding children, young people and vulnerable adults**

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

### **Noise**

You must ensure that the minimum level of noise is made on arrival and departure, particularly late at night and early in the morning. You must, 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*.

### **Drunk and disorderly behaviour and supply of illegal drugs**

You must ensure that in order to avoid disturbing neighbours of *the premises* and avoid violent or criminal behaviour:

- (i) No one attending the event consumes excessive amounts of alcohol
- (ii) No illegal drugs are brought onto *the premises*

Drunk and disorderly behaviour is not permitted either on *the premises* or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave *the premises* in accordance with the Licensing Act 2003.

### **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 two refrigerators and a freezer.

### **Electrical appliance safety**

You must ensure that any electrical appliances brought by you to *the premises* and used there are 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.

### **Accidents and dangerous occurrences**

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in The Accident Report Book which is located in the Kitchen, **INSIDE the First Aid bag**. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Hall Secretary will give assistance in completing this form. Contact details of the Incident Contact Centre are provided in Appendix II of this document. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

### **Explosives and flammable substances**

You must ensure that:

- (i) highly inflammable substances are not brought into, or used in any part of *the premises*.
- (ii) no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

### **Animals**

Guide dogs, Hearing dogs and Assistance dogs only are allowed on *the premises*. Dog Training Classes by prior agreement with the Management Committee.

### **Overnight Parking**

Unauthorised overnight parking by hirers and/or their guests is not permitted in either car park.

### **Heating**

You must ensure that no unauthorised heating appliances are used on *the premises* when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

### **Sale of Goods**

You must, if selling goods on *the premises*, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must the organiser's name and address and that any discounts offered are based only on Manufacturer's Recommended Retail Prices.

### **Use of Premises and Alcohol**

You 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 sale of alcohol thereon unless you have successfully applied for and are in the possession of a Temporary Event Notice (TEN), prior to the commencement of the hire.

### **Gaming, Betting and Lotteries**

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

### **Cancellation/Failure to Attend**

If you wish to cancel the booking before the date of the event *we will require 30 days advance notice*, and if we are unable to conclude a replacement booking, we may, at our complete discretion, return the deposit or require payment of the hire fee.

If you fail to attend a booked event, whether a one-off or a block booking, we will not be liable to you for any resulting direct or indirect loss. We reserve the right to cancel this agreement by giving you written notice 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) our 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 premises* as a result of the hiring;
- c) *the premises* become unfit for your intended use;
- 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.

- e) In any such case you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damage whatsoever.

**End of Hire**

You are responsible for leaving *the premises* and surrounding area in a clean and tidy condition. The hall floor must be swept before leaving - brushes can be found by the kitchen door. Waste must be placed in the outside bin or taken it home. Table tops are to be wiped clean prior to being replaced on the trolleys. The hall must be properly locked and secured, unless directed otherwise. Any contents temporarily removed from their usual positions must be properly replaced, otherwise we may make an additional charge.

**A maximum of 15 minutes is allowed prior to paid Hire 'Time From' and 'Time To', any additional time may be billable for a whole hour.**

**No alterations**

You must not make any alterations or additions to *the premises*, nor install or attach any fixtures or placards, decorations or other articles in any way to any part of *the premises* without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in *the premises* at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to *the premises* by such removal.

**WiFi Connection**

There is a fast broadband connection at High Wych Memorial Hall. Hirers of the Hall are responsible for the correct use of this facility and are bound by all laws pertaining to downloads and material obtained electronically via this connection. High Wych Memorial Hall Committee accepts no liability for misuse of the internet connection at the hall by hirers and/or their guests. The password is: **Memorial2020**

**No rights**

This Agreement constitutes permission only to use *the premises* and confers no tenancy or other right of occupation to you.

**Signature and date:**

**By signing this document you are confirming that you have also read, understood and accept the terms and conditions laid out in the accompanying 'Information for Hirers' document'.**

Failure to comply with these conditions may result in the forfeit of the full deposit amount, as a minimum, at the discretion of the HWMH Trustees Committee.

You, the Hirer, not being a person under 18 years of age, hereby accept responsibility for:

- being in charge of *the premises* at all times when the public are present
- being on *the premises* at all times when the public are present
- ensuring that all Standard Conditions under this Agreement relating to management and supervision of *the premises* are met.

**SIGNED BY:.....DATED:.....**

**See over page for Fire Action Notice and RIDDOR Contact details**

## **Appendix I Fire Action Notice**

### **IF YOU DISCOVER A FIRE:**

- 1. Use a mobile phone to dial 999 to call the Fire Brigade**

**High Wych Memorial Hall  
High Wych  
CM21 0HZ**

- 2. If possible tackle the fire with the appliances provided BUT DO NOT endanger yourself or others in doing so.**
- 3. Leave the building by the nearest available safe exit closing all doors behind you.**
- 4. Proceed to the Fire Assembly Point located to the rear of the Village Car Park behind the Hall.**
- 5. Wait for the Fire Brigade.**

**DO NOT stop to collect personal belongings  
NEVER re-enter the building unless authorised to do so  
DO NOT take risks**

**Appendix II RIDDOR Contact details**

**Reporting of Injuries, Diseases and Dangerous Occurrences  
Regulations (RIDDOR) contact details:**

**On-line at [www.hse.gov.uk/riddor](http://www.hse.gov.uk/riddor)**

**or by post to:**

**RIDDOR Reports  
Health and Safety Executive  
Redgrave Court  
Merton Road  
Bootle  
Merseyside  
L20 7HS**