

Tetsworth Memorial Hall - Conditions of Hire - 2015

For the purposes of these conditions, the term HIRER shall mean the *individual hirer* or where the HIRER is an organisation, the *authorised representative*.

The term HALL shall mean the main Hall, meeting room, kitchen, toilets, car park and gardens.

The term PROPERTY shall mean locks, keys, carpets, tables, chairs, crockery, cutlery, glassware and all other kitchen equipment.

The term MANAGEMENT COMMITTEE shall mean the Trustees and/or Members of Tetsworth's Memorial Hall Committee.

The term BOOKING shall mean the act of reserving the HALL in advance for an event or celebration.

If the HIRER is in any doubt as to the meaning of the following Conditions of Hire, the Booking Clerk should be consulted immediately.

Age limitations

The HIRER must be over the age of 21.

Hire Rates

The Hire Rates for Local Residents of Tetsworth are published on the Hall website www.tetsworthmemorialhall.co.uk. Rates for non-residents, charitable organisations and businesses are available from the Booking Clerk.

Provisional and confirmed bookings, payment and deposits

The BOOKING is held provisionally in the Hall calendar for 7 days from the initial enquiry.

The BOOKING is only taken as confirmed on the Booking Clerk's receipt of a completed and signed booking form, the correct deposit and full payment for the period of hire.

A deposit of £750 is required for Wedding Receptions.

Deposits for any other type of event are £100. All deposits will be cashed and returned following the period of hire if there is no damage to the HALL or its PROPERTY.

BOOKINGS that are made for the HALL 6-months in advance or longer require an immediate payment of 25% payment of the hire fee. The remaining balance and security deposit must be paid in full 28-days prior to the event.

Access

The HIRER has access to the HALL and its grounds during the hire period only. The HIRER will be given the key code to operate the key safe once the Booking Clerk has given the HIRER a Health and Safety tour of the building.

The HIRER must allow access to any member of the MANAGEMENT COMMITTEE throughout the hire period.

The HIRER must not impede the access of the Tenant to their place of business on the First Floor Office of the HALL.

End of the hire

The HIRER shall be responsible for leaving the HALL, meeting room (if appropriate) entrance, toilets, kitchen, gardens and car park area in a clean and tidy condition. All electric wall heaters must be switched off and the key returned to its key safe. Professional Cleaning Fees will be charged in full to the HIRER if the HALL and its property are left in state rendering it unfit for immediate re-hire. A deduction will be made from the deposit if the wall heaters are not switched off at the end of a period of hire.

In the event of the key not being returned to the key safe or contact made with the booking clerk to return the keys within 8 hours of the period of hire, the MANAGEMENT COMMITTEE will charge the hirer for the complete replacement of the door lock and keys.

The HIRER shall be responsible for ensuring all items brought into the HALL are removed. A fee, which will be deducted from the deposit, will be charged to The HIRER for each hour or part thereof until the property is removed.

The HIRER shall ensure that any contents temporarily removed from their usual position are properly replaced and tables and chairs are stacked correctly within the store room otherwise the MANAGEMENT COMMITTEE shall be at liberty to make an additional charge.

The HIRER shall ensure that the HALL is properly locked and secured, unless otherwise directed by the Bookings Clerk.

The HIRER shall remove from the premises all rubbish, bottles and the like resulting from the hiring. The HIRER should on no account dump their litter, food refuse or other refuse resulting from their hire in the bins on the Village Green. Failure to remove all rubbish from the Hall will result in a surcharge.

Following a period of HIRE, a thorough inspection of the HALL and its property will be conducted by a MANAGEMENT COMMITTEE Member or the Booking Clerk, to ensure that there is no material damage to the HALL or its property.

The HIRER will be notified if there is a requirement to withhold any part of the deposit.

Cancellation by the HIRER

If The HIRER wishes to cancel the BOOKING before the date of the event a cancellation fee may be due. All deposits will be refunded.

- Cancellation 4 weeks or more prior to the hire – no fee
- Cancellation 2 – 4 weeks prior to the hire – 50% of the hire fee should the HALL not be re booked for the same period.
- Cancellation 1 – 2 weeks prior to the hire – 50% of the hire fee.
- Cancellation 7 days or less – 100% of the hire fee.

Cancellation for electoral purposes

The MANAGEMENT COMMITTEE reserves the right to cancel the hire in the event of the HALL being required as a polling station for a Parliamentary or Local Authority election or bye-election, in which case the HIRER will be refunded the hire fee and deposit.

Refusal or cancellation of booking by the MANAGEMENT COMMITTEE

The MANAGEMENT COMMITTEE reserves the right to refuse a booking for any reason whatsoever. The MANAGEMENT COMMITTEE reserves the right to cancel a hiring with or without notice and for any reason whatsoever.

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 MANAGEMENT COMMITTEE shall not be liable to the HIRER for any resulting loss or damage whatsoever.

Damage and Local Authority visits

The HIRER shall ensure that the MANAGEMENT COMMITTEE be informed immediately should any damage occur during the hiring or should a visit from Police, Fire Brigade, Ambulance or other Local Authority take place during the hire. The HIRER shall inform the MANAGEMENT COMMITTEE immediately should there be any damage or problem with the HALL prior to the hiring.

Accidents and dangerous occurrences

The HIRER must report all accidents to a member of the MANAGEMENT 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 accident or injury must be reported to the Local Authority. The Booking Clerk will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

Supervision

The HIRER is to be present during the period of hire and be responsible for supervision of the premises, the fabric and 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 garden areas and car parking arrangements so as to avoid any obstructions.

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 unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

Parking

The HIRER will have access to off-street parking on a "first come, first served" basis during their period of hire. The HIRER is asked to exercise common sense when using street parking and not park across driveways, gateways or pavements.

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For larger events, the HIRER must ensure that their guests are aware that parking across driveways, gateways or on pavements is unacceptable to residents. Inconsiderate parking may result in vehicles being removed by the Police or Local Authority.

Sales of Alcohol/Temporary Event Notices/Other Licenses

The HIRER shall not obtain Temporary Event Notices (licences) without prior written permission from the Committee. The HIRER must inform the MANAGEMENT COMMITTEE in writing if they intend to supply intoxicating liquor, use phonographic performances or hold such an event that requires any form of Temporary Event Notice (licence). Should permission be given to apply for such Temporary Event Notices (licences) a copy of the applicable Temporary Event Notice (Licence) must be given to the Booking Clerk in advance of the commencement of the hire event.

Sales of Alcohol

If alcohol is to be sold during any function, in addition to obtaining their own Temporary Event Notice (TEN) from South Oxfordshire District Council the Hirer must complete and sign the relevant section of the Booking Form indicating their agreement to abide by the conditions of the Licensing Act 2003 and the Hall's own alcohol policy conditions, which are attached separately – in particular:

- Alcoholic Drink must not be sold to persons under the age of 18. Proof of age must be obtained in cases of doubt. The Hall's Age Verification Policy (see below) must be complied with.
- Alcoholic Drink must not be sold to persons who show signs of being drunk.
- The event must be conducted in such a way as to maintain good public order. The terms of the TEN must be strictly adhered to and the person booking the Hall will be held personally responsible for any breach of the licence.

Age Verification Policy: The Premises Age Verification Policy is posted on the Hall Notice Board and in the Kitchen next to the serving area. A copy will be supplied to any Hirer who has requested permission to sell Alcoholic Drink at their event.

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.

Public Safety Compliance

The HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

Health and Hygiene

The HIRER shall, if preparing, serving or selling food observes all the relevant food health and hygiene legislation and regulations.

Electrical Appliance Safety

The HIRER shall ensure that any electrical appliances brought by him/her to the premises or used there shall be in a safe and good working order and used in a safe manner. Electrical items over one year old must have a valid PAT certificate.

Indemnity

The HIRER shall indemnify the 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 building, which may occur during the period of hiring as a result of the hiring.

The HIRER shall be responsible for making arrangements to insure against third party claims, which may lie against him or her (or the organisation acting as a representative) whilst using the HALL. The HALL is insured against any claims arising of its own negligence.

Animals

The HIRER shall ensure that no animals (including birds) except guide dogs are brought into the HALL, other than by prior arrangement with the MANAGEMENT COMMITTEE. No animals whatsoever are to enter the kitchen.

Compliance with the Children Act

The HIRER 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 have access to the children.

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 HALL and shall indemnify the MANAGEMENT COMMITTEE accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the Local Authority.

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 the goods and services are prominently displayed, as shall be the organiser's name and address prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on the Manufacturers Recommended Retail Prices.

Music and Dancing

Music should only be played within the building. No outdoor playing of music is permitted ie in the gardens or car park.

All music within the building must cease at 11.45 pm, and the HALL must be vacated by midnight. *Requests to play music until 1am on a Friday, Saturday or New Year's Eve must be agreed in advance of the Event by the MANAGEMENT COMMITTEE.* THE HIRER shall ensure that noise be kept at a minimum during arrival and departure and music be below the legal environmental levels.

Decorations

The HIRER shall not drive any bolts, nails, tacks, screws, bits, pins or other like objects into any part of the HALL nor is any adhesive substance to be attached to it. Damage to the walls, skirting boards, bar area or floors during the period of HIRE will result in the loss of the entire deposit.

Candles, Chinese Lanterns, Fireworks (outdoor), Tea Lights

The HIRER must not use Candles or Tea Lights in the HALL, meeting room, gardens or car park. Similarly Chinese Lanterns or Fireworks (outdoor) should on no account be launched or fired from the gardens or car park. Damage to the HALL during the period of HIRE will result in the loss of the entire deposit.

Smoking and e-cigarettes

The HIRER will not permit smoking or e-cigarettes to be used in any part of the HALL.

Heating and cooking equipment

The HIRER must obtain written permission from the MANAGEMENT COMMITTEE to bring into, or use additional heating or cooking equipment within, the HALL.