

Hanney War Memorial Hall
STANDARD CONDITIONS OF HIRE

These standard conditions of hire ('Conditions') apply to all use of the Hall which is the subject of a completed Hiring Agreement.

If the person completing the Hiring Agreement ('You') is in any doubt as to the meaning of any part of the following Conditions, the Booking Secretary should immediately be consulted.

Hanney War Memorial Hall is a charity run for the benefit of the inhabitants of East and West Hanney.

Any reference to the Hall in this document shall include its management committee, the Bookings Secretary, its authorised representative and, where applicable, each term shall be interchangeable so any reference to one shall be a reference to them all.

Definitions

Fees, means the fees paid or payable by You for the Hire;

Hire, means the agreement between You and the Management Committee to allow you to use the Premises according to the Hiring Agreement;

Hiring Agreement, means the agreement between You and the Management Committee detailing Your use of the Premises in return for payment by You of the Fees;

Law, means the laws recognised by the Courts of England and Wales;

Management Committee, means the committee or any member thereof, elected by the attendees at the last annual general meeting of the Hanney War Memorial Hall;

Premises, means any and all areas of the Hanney War Memorial Hall which are hired by You or which are affected by the Hire of the Premises.

Supervision

During the Hire, You will be responsible for:

- a) The supervision of the Premises, ensuring their care and protection from damage and/or loss.
- b) The behaviour of all people using the premises, including the car park.

As directed by the Booking Secretary, You will make good or pay for all damage (including accidental damage) to the Premises or to any part of it which is damaged or lost as a result of the Hire.

Use of Premises

For the period of the Hire:

a) You agree that You will:

- 1. only allow people authorised by You to enter the Premises during the Hire;
- 2. comply with the Performing Rights Licence held by the Premises which permits the Use of copyright music;
- 3. comply with the Emergency Plan which is attached as Appendix A to these Conditions and ensure that all people using the Premises under the Hiring Agreement have been informed of the action to be taken in the event of an emergency;
- 4. if preparing, serving or selling food, observe all relevant food health and

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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;

5. ensure that no unauthorised heating appliances are used on the Premises during the Hire without the consent of the Management Committee;
6. take all reasonable care to ensure that there is no excessive consumption of alcohol during the Hire and take all reasonable action in order to avoid disturbing neighbours to the Premises and to avoid any violent or criminal behaviour resulting from the Hire;
7. ensure any activities for children which are carried out as part of the Hire comply with the provisions of the Law and that if required only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks have access to the children. You shall provide the Management Committee with a copy of the DBS certificates on request.

b) You agree that You will not:

1. use the Premises for any purpose other than as set out in the Hiring Agreement and will not sub-hire or use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way;
2. do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect of the Premises;
3. allow the consumption of alcohol on the Premises unless this is included in the Hire;
4. allow smoking or the use of e-cigarettes anywhere on the Premises;
5. bring into or use any naked flame or highly flammable substance in any part of the Premises;
6. erect any internal decorations near light fittings or heaters and will not use any decorations of a combustible nature (e.g. polystyrene, cotton wool) without the consent of the Management Committee. All decorations must be removed by You at the end of Hire;
7. allow alcohol to be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. If You suspect any person of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way, You shall ask them to leave the Premises;
8. allow any illegal drugs to be brought onto the Premises;
9. allow any animals (except guide dogs) or birds to be brought into the Premises without permission from the Booking Secretary. No live animals or birds whatsoever are to be taken into the kitchen at any time;
10. carry out or permit fly posting or other unauthorised promotions when advertising the event for which you have signed a Hiring Agreement, and You shall indemnify and keep indemnified each member of the Management Committee against all actions, claims and proceedings arising from any action taken against the Management Committee as a result of Your actions;
11. make or allow to be made, any permanent alterations or permanent fixtures or permanent additions to the

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Premises, without the prior written approval of the Booking Secretary;

12. allow any activity which is in contravention of any Law, irrespective of whether it is explicitly stated in these Conditions.
13. bring any electrical equipment onto the Premises which is unsafe and fails to comply with the Electricity at Work Regulations.

Public Safety Compliance

You will comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, the Licensing Authority 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.

- a) You acknowledge that You have read the Emergency Plan (Appendix A) and received instruction in the following matters:
 1. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Hall;
 2. Escape routes and the need to keep them clear;
 3. Method of operation of escape door fastenings;
 4. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- b) In advance of Your event, You shall check the following items:
 1. That all fire exits are unlocked and panic bolts in good working order;
 2. That all escape routes are free of obstruction and can be safely used;
 3. That any fire doors are not wedged open;
 4. That exit signs are illuminated;
 5. That there are no obvious fire hazards on the premises.

Stored Equipment

The Management Committee accepts no liability for any stored equipment or other property brought on to or left at the premises by You except by special arrangement with the Management Committee, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed by You at the end of the Hire or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

- a) In respect of Your stored equipment and failure by You to pay any storage charges due and payable, the Management Committee may remove the stored equipment within 7 days after the agreed storage period has ended; and
- b) in respect of any other property brought on to the Premises by You or under Your authority for the purposes of the Hire and subsequent failure by You to remove the same within 7 days after the Hire, the Management Committee reserves the right to dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge You any costs incurred in storing and selling or otherwise disposing of the same.

Indemnity

You agree to indemnify and keep indemnified each member of the Management Committee and the Premises' employees, volunteers, agents and invitees against:

- a) the cost of repair of any damage done to any part of the Premises including the area surrounding the Premises and

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- belonging to it or the contents of the Premises; and
- b) 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
 - c) 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.
3. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election; or
 4. the Management Committee reasonably considering that either (a) the Hire will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the Premises as a result of the Hire.

The Premises are insured against any claims arising out of negligence on the part of the Management Committee. Except in the case of death or personal injury (where no limit shall apply), the Management Committee, its employees or volunteers and agents' entire liability whether in contract tort or otherwise shall be limited to the greater of the amount of the Fees payable by You pursuant to these Conditions or the amount that the insurer accepts liability for under any applicable insurance policy.

Cancellation

If You wish to cancel the Hire Agreement before its commencement date and the Management Committee is unable to conclude a replacement booking, repayment of Your Fees and/or deposit will be at the discretion of the Management Committee.

The Management Committee reserves the right to cancel the Hire Agreement by written notice to You in the event of:

1. the premises becoming unfit for the use intended by You; or
2. an emergency requiring use of the Premises for any purpose; or

In any such case, You shall be entitled to a refund of any deposit and/or Fees already paid, but the Management Committee shall not be liable to You for any resulting direct or indirect loss or damages whatsoever.

No Rights

The Hire Agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation on You.

End of Hire

At the end of the Hire, You 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.

If the Management Committee considers that you have failed to comply with any part of these Conditions, then it reserves the right to withhold part or all of Your deposit at its discretion and may also request additional payment from You to rectify any problems resulting from the Hire where the cost of rectification exceeds the deposit You paid.

APPENDIX A

EMERGENCY PLAN

*NB. New Fire regulations were introduced in 2005. They mean that, as the responsible person for hiring the Hall, **You** have legal duties regarding the safety of people at your event.*

On the back of this paper there is a plan of the Hall with the whereabouts of the fire exits and extinguishers. You should make yourself familiar with it. The fire assembly point is the car park at the west end of the Hall. You must be aware that:

1. There is an automatic fire alarm system that sounds a hooter in case of fire. This system is tested every week.
2. You must inform people using the Hall of the whereabouts of the fire exits and fire assembly point.
3. The Hall is licensed for 200 people seated in the main Hall, and 50 in the Olde Hanney Room. These numbers must not be exceeded.
4. You must keep all exits (including fire exits) free from obstruction at all times.
5. You must ensure that the emergency lighting supply illuminating all exit signs and routes is turned on during the whole time you are occupying the Hall. It will operate automatically in the event of any power failure.
6. Apart from a balcony in the main Hall, the Hall is a single-storey building and all fire exits are accessible to wheelchair users.
7. No naked flames (e.g. candles) must be lit without prior permission when booking.
8. Ensure that noise does not become loud enough to prevent people hearing the fire alarm. Any disco equipment must only be plugged into sockets on the stage.
9. There is a no-smoking policy throughout the Hall, including e-cigarettes. You must ensure that this policy is adhered to.
10. Should the fire alarm sound, you should ensure that everyone leaves the building and check that everyone is outside, especially any children or disabled persons, taking immediately only valuables. No-one should go back to collect other property.
11. If you discover any outbreak of fire, however slight, you must
 - a. Phone 999 and ask for the fire service. There is a pay phone in the entrance hall.
 - b. Ensure there is clear access to the Hall for fire engines.
 - c. Where appropriate, use the fire extinguishers. NB You will be charged for any improper use of fire extinguishers, specifically their use when there is no fire.
 - d. Provide details of the fire to the Management Committee
12. Re-entry must be permitted only when authorised by the Fire Service.

Important to all hirers of the hall and its facilities

To ensure that you have read and understood this plan, you must sign the;

Acceptance of Conditions of Hire and the Fire Emergency Plan on page 8.

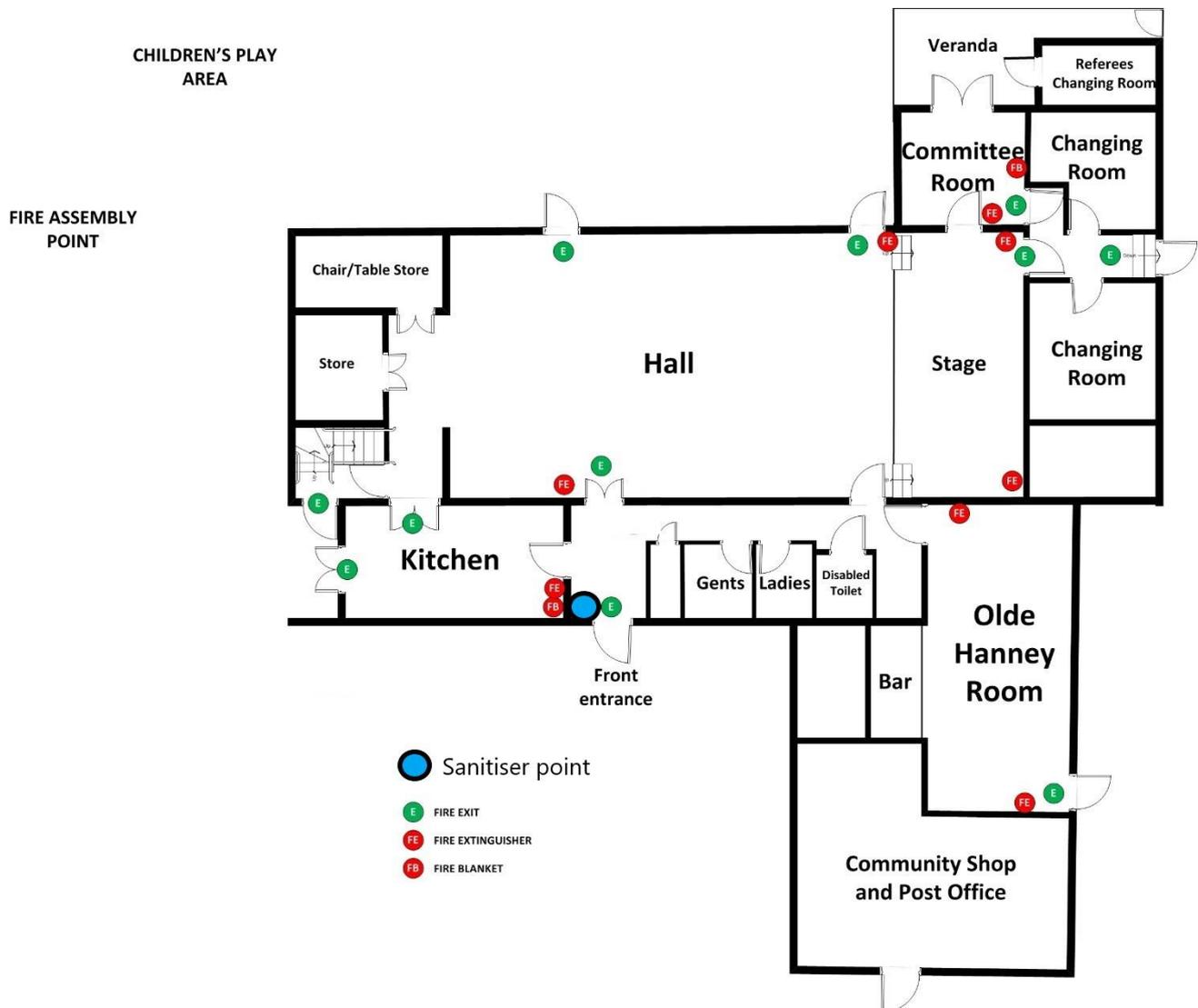
This must be returned with your hiring agreement.

Your booking will not be finalised without it.

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PLAN OF HALL

Showing Emergency Exits, Fire Alarms and Fire Extinguishers



Resetting Fire Alarm

ONLY RESET IF SET OFF BY SMOKE (BUT THERE IS NO FIRE) AND YOU KNOW WHAT ACTIVATED THE ALARM AND THE SMOKE HAS CLEARED

Go to the electrical cupboard in the main lobby.

Find control unit on right hand wall. It has a code keypad and a separate red reset button in the corner. Enter code 1234 into the keypad. Push the "RED RESET", then push the "YES" button to reset system. Enter details of incident in Fire Alarm Log Book

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