

# DOWNLEY WAR MEMORIAL HALL

(Registered Charity No: 292143)

## STANDARD CONDITIONS OF HIRE

**PLEASE NOTE THAT NON-COMPLIANCE WITH ANY OF THESE TERMS & CONDITIONS WILL RESULT IN FORFIT OF YOUR NON-COMPLIANCE/SURETY DEPOSIT**

N.B. The "COMMITTEE" refers to Downley War Memorial Hall Trustees & Management Committee

1. **RESTRICTIONS ON USE OF PREMISES**

**THE COMMITTEE does not permit the use of blu-tack, staples, nails, screws or other mechanical fixings, within the hall. THE COMMITTEE does not permit the use of Bouncy Castles or the playing of ball games within the hall.**

THE HIRER shall not use the premises for any unlawful purpose or in any unlawful way nor do anything on or bring on to the premises anything, which may endanger the same or any Insurance Policy in respect thereof.

THE HIRER shall ensure that all those using the Hall conduct themselves responsibly when inside or outside the premises with respect to the proper purpose of the hall, the village precincts and residents living nearby.

THE HIRER shall take all precautions that are needed to prevent nearby residents being disturbed in any way including the limit of noise levels and/or unruly activity inside or outside the Hall. **If you are playing music please respect our neighbours**

THE HIRER shall ensure that all precautions are taken to prevent the occurrence of a fire due to any item(s) brought into the Hall as a result of the booking. Under no circumstances may inflammable liquids and/or gases be brought onto the premises.

THE HIRER is reminded that the Hall operates a **NO SMOKING** Policy throughout all of the premises.

2. **SUPERVISION**

THE HIRER shall, during the period of the Hiring, be responsible for the supervision of the premises and the contents.

THE HIRER shall also be responsible for the behaviour of all persons entering/using the premises whatever their capacity.

3. **ACCIDENTS AND DAMAGE**

THE COMMITTEE must be advised immediately of any accident involving injury to any person or damage to property arising out of the hire of the premises.

4. **SUB-LETTING**

THE HIRER shall not sub-let the premises nor any part thereof nor assign their rights as User.

5. **INDEMNITY OF THE COMMITTEE**

THE HIRER shall indemnify THE COMMITTEE against: -

(a) The cost of loss or damage caused to the premises and the contents arising out of the Hire.

(b) All claims in respect of any loss, damage, injury or death to persons which may be caused by THE HIRER, his servants, agents, workman, sub-contractors or any other person whose presence arises out of or is incidental to the Hire of the premises.

6. **CLEAN CONDITION ETC. ON VACATING HALL**

THE HIRER shall, at the end of the period of Hire, remove from the premises all goods, articles and equipment that THE HIRER has brought on to the premises. THE HIRER shall also replace in their usual positions any chairs, tables and equipment being the property of THE COMMITTEE, used or moved during the period of Hire. THE HIRER shall be responsible for leaving the premises clean and free from litter, all windows closed, all lights, water heaters and taps turned off and all the doors, internal and external, properly secured on leaving, failure, to do so could result in a charge being levied on THE HIRER as compensation to THE COMMITTEE. After a jumble sale THE HIRER shall ensure that all items remaining and packing materials are taken completely away from the hall and NOT left in or outside the Hall.

**THE HIRER shall ensure that all their waste/rubbish is taken completely away from the hall and NOT left in or outside the Hall.**

7. **CANCELLATION OF HIRING**

THE COMMITTEE reserves the right to cancel the Hiring if: -

- ***THE COMMITTEE'S representative does not receive both the signed Hire Agreement and payment within the time stipulated on the Hire Agreement.***

- In the event of the hall becoming unfit for use or being required by a statutory body e.g. for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case the HIRER shall be entitled solely to a refund of any moneys already paid.

**P.T.O.**

8. **LIABILITY FOR LOSS OR DAMAGE OF PROPERTY**  
THE COMMITTEE, its servants, agents and employees shall not be liable for loss, damage, however caused, or theft of any equipment or personal effects brought on or left on the premises by THE HIRER or by any person acting on their behalf
9. **CANCELLATION BY THE HIRER**  
THE HIRER shall notify THE COMMITTEE in writing of an intention to cancel the booking. On receipt of such notice THE COMMITTEE reserves the right to make the following charges: -  
(a) On notification being received twenty-eight days or less prior to the date of Hire, the charge shall be half of the Hire Fee.  
(b) On notification seven days or less prior to the date of Hire, the charge shall be three-quarters of the Hire Fee.
10. **LICENCES & ROYALTIES**  
THE HIRER shall be responsible for obtaining Licences required for the sale or for the sale and consumption of alcoholic liquor on the premises. THE HIRER shall be responsible for the payment of any royalties for the performance of copyright music to the Performing Right Society.
11. **USE OF ELECTRICAL APPLIANCES**  
THE HIRER shall ensure that any electrical appliances brought by them on to the premises and used there shall be safe and in good working order and used in a safe manner.
12. **CHILDREN UNDER 8years OF AGE**  
THE HIRER shall ensure that any activities for children under eight years of age shall comply with the current legislation in force at the time of the hire period and that only fit and proper persons have access to the children.
13. **RIGHT OF ENTRY**  
THE COMMITTEE reserves the right to enter the premises without notice at any time during any hiring period for the purpose of examining the premises.
14. **FORCE MAJEURE**  
If, for any period during which the premises are in Hire to THE HIRER, they are not capable of being used for the purposes stated in the Hire Agreement due to any cause beyond the reasonable control of THE COMMITTEE then THE COMMITTEE will repay any moneys already paid, in respect of the Hire period, and THE COMMITTEE will be under no other liability whatsoever.
15. **SALES**  
Any function involving the sale of goods of any description shall be conducted in accordance with the current fair trading laws and regulations.
16. **CAPACITY OF PREMISES**  
THE HIRER shall ensure that the number of persons on the whole of the premises during the period of Hire shall not exceed one hundred. (100).
17. **ANIMALS**  
The Hirer shall ensure that no animals (including birds) except assistant dogs are brought into the premises, other than for a special event agreed to in advance by the Management Committee. No animals whatsoever are to enter the kitchen area at any time.
18. **CHANGES TO HIRE CONDITIONS AND HIRE CHARGES**  
THE COMMITTEE reserves the right to amend these conditions of hire and hire charges without prior notice.

**PLEASE NOTE THAT NON-COMPLIANCE WITH ANY OF THESE TERMS & CONDITIONS  
WILL RESULT IN FORFIT OF YOUR NON-COMPLIANCE/SURETY DEPOSIT**