

Terms and Conditions to Hire Motcombe Memorial Hall

*These terms and conditions apply to all **Booking Agreements** made between **you** and **us** to hire any or all parts of the **Hall**. It is important that **you** read and understand them. If **you** are in any doubt as to the meaning of any part of them, please ask the **Booking Secretary**. By proceeding with the **Booking Agreement** **you** warrant that **you** understand these terms and conditions.*

Definitions:

Hall: Motcombe Memorial Hall and the Recreation Ground, including its curtilage, or any part thereof.

We/ Us/ Our: The Trustees of Motcombe Memorial Hall and members of the Motcombe Hall Management Committee.

You/ Your: The person who enters into the **booking agreement** unless the **booking agreement** is made by an authorised representative of an organisation, in which case **you** refers to that organization. If an individual, **you** must be over 18 years old.

Your invitees: any person entering the **Hall** in connection with **your** use of it.

Booking Agreement: the agreement between **you** and **us**, whether made in writing or verbally. The **booking agreement** includes these terms conditions, any booking form and any other written conditions sent by **us** to **you** or on **our** website.

Booking Secretary: the member of the Hall Management Committee appointed by that Committee to negotiate and agree **booking agreements**. Should that person be unavailable, the Management Committee may designate someone else and all references in this agreement to **booking secretary** shall apply to that person.

Common Areas: Parts of the Hall not hired by **you** but which may be used by **you**, such as but not limited to the toilets and storage areas.

Consent: Written consent.

Contents: All chattels in the **Hall** including but not limited to chairs, tables, electrical and audio visual equipment and kitchen equipment, cutlery, crockery and utensils.

Hire fee: the fee payable by you to hire the **hired area(s)**. The fee shall be calculated in accordance with the current **Hall** fee tariff or at a rate advised to **you** in writing by the **Booking Secretary**

Hired Area(s): Any and all parts of the Hall hired by **you**, as specified in the **booking agreement**.

Hire Period: the time or times **you** hire the **hired area(s)**.

Specified Purpose: the purpose for which **you** hire the **hired area(s)**.

Hire

In consideration of the **hire fee**, **we** agree that **you** may use the **hired room(s)** for the **specified purpose** and for the **hire period**, subject always to these terms and conditions. **You** may also use the **common areas** during the **hire period**. Nothing in these terms and conditions shall confer on **you** any rights to use the **hall** in any manner other than that agreed or to sub-hire the **hall** or **hired area(s)**. This **booking agreement** constitutes permission only to use the **hired area(s)**: and confers no tenancy or other right of occupation on **you**.

Conditions

1. Booking Agreement

- a. A **booking agreement** is confirmed only on the full payment of the invoice as sent by the **booking secretary** or on his/her behalf. Payment is due within the terms specified in the **booking agreement**. Please note that **we** do not accept cash, and cheques are only accepted by prior agreement at the time of booking. **You** are responsible for any costs incurred by **us** if any cheque so accepted results in bank charges being levied.
- b. **We** have the right to decline any request to hire the **hall** or any part of it for whatever reason.

2. Deposit

The **Hall** may, at its discretion, require a deposit at the time of booking, the amount of which will be advised to **you** by the **booking secretary**. This will be used towards **your** obligations under Clause 6- Loss and Damage and any extra cleaning required to the **hired area(s)**. The Deposit may be guaranteed by a bank card. Should **we** determine that **you** have no liability under Clause 6 and no extra cleaning is required after the **hire period** has elapsed, **we** will refund the deposit.

3. Cancellation

- a. **We** have an absolute right to cancel a **booking agreement** at any time, or to impose limitations of use, such as timing, use of equipment or persons permitted to use the **hired area(s)**.

- b. If **you** cancel the **booking agreement** at least four weeks before the date of the **hire period**, **we** will return in full the deposit and any fees already paid. If **you** cancel the booking between two and four weeks before the date of the **hire period**, **we** will return the deposit and 50% of any **hire fees** already paid. If **you** cancel the **booking agreement** less than two weeks before the date of the **hire period** or fail to proceed with the booking thereafter, **we** will return the deposit but retain any hire fees already paid.

4. Capacity

You must comply with the maximum capacity of the **hired area(s)**. Details of the maximum capacity are as shown on our website or as advised by **us**.

5. Period

- a. **You** or **your invitees** may not enter or use the **hall** or **contents** outside the **hire period**, other than a 15-minute set-up or clear-up period before and after the **hire period** (providing the **hired area(s)** are not being used or intended for use by someone else). **We**, at **our** discretion may levy an additional charge on **you** for longer use. Please ensure that any outside caterers, contractors and bar staff are aware of the **hire period** and that they will not be able to enter before or leave after the **hire period**.
- b. On completion of the **hire period**, **you** must return the **hired area(s)** to the condition as they were found. **You** must wipe down tables and put away tables and chairs. **You** must return any **contents** temporarily removed to their usual positions and **you** must switch off lights. In cold weather the thermostat(s) must be returned to 15 degrees. Heaters should be returned as found in Clock Hall. Any electrical equipment must be switched off and put away.
- c. **You** must lock all doors that **you** have unlocked when **you** entered the Hall and put the key(s) securely back in the keybox and properly lock the keybox. **You** must not pass the keybox code(s) onto anyone else.

6. Loss and Damage

- a. **You** will during the **hire period**, be responsible for **the** supervision of the **hired area(s)**, the fabric and the **contents**; their care, safety from damage however slight or change of any sort; and the behaviour of **your invitees** whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction. **You** shall pay for repair or replacement, at **our** discretion, of all loss and damage (including accidental damage) to **the hall** or to the fixtures, fittings or **contents** and for loss of **contents**, caused by **you** or **your invitees**. This includes loss or damage to keys.

- b. On arrival at the **hired area(s)**, **you** shall inspect them for any damage and advise the **booking secretary** by text or email of any damage, with photos. Any damage noted to the **hired area(s)** that **you** do not advise **us** of on arrival will be presumed to have been caused by **you**.
- c. **You** are responsible for leaving the premises in a clean and tidy state on completion of the hire. **You** must remove all rubbish from the **hall**. **You** must report to the **booking secretary**, without delay, any damage that occurred during the **hire period**.
- d. **You** and **your invitees** must not attach nails, blue-tack, sticky tape, etc., to the walls, ceiling or floor as they will cause damage. There are clear plastic hooks on the wall of Clock Hall on either side of the wall lights. They are the only places to attach or hang decorations. All temporary decorations must be removed by **you** on completion of the **hire period**.
- e. **You** are responsible for any loss or damage caused because of **your** failure to secure the Hall by locking doors and shutting windows on **your** departure and the end of the hire period.

7. Liability

- a. **You** will indemnify **us** against all claims, losses, damages and costs made against **us** or incurred by **us** in respect of damage or loss of property or injury to persons because of **your** or **your invitees** use of the **hall** (including storage of **your** or **your invitees'** contents).
- b. **You** will indemnify **us** against all claims, losses, damages and costs made against or incurred by **us** because of any nuisance caused to a third party as a result of the use of the **Hall** by **you** or **your invitees**.
- c. **You** will indemnify **us** against all claims, losses, damages and costs arising out of **your** or **your invitee(s)** breach of any clause of this agreement.

8. Your Property

You may store property at the **hall** only with the consent of and in the space designated by the **booking secretary**. All other property must be removed at the end of each hire period or fees will be charged for each day or part of a day at the hire fee per the **booking agreement** until the same is removed.

We accept no responsibility for any property brought on to or left at the premises by **you** or **your invitees**. Should **you** fail to remove **your** property after 14 days of a written request by **us** to do so, **we** may dispose of any such property by sale or otherwise on such terms and conditions as **we** think fit and charge **you** any costs incurred in storing and selling or otherwise disposing of the same.

9. Car Park

You and **your invitees** may park vehicles in the car park during the **hire period** and for a 15 minute period each side of the **hire period**. **We** do not accept responsibility for loss or damage to such vehicles.

10. Legality

You or **your invitees** must not use or allow the **hall, common areas** or **hired area(s)** to be used for any unlawful or unsuitable purpose or in any unlawful way nor bring into the **hall** anything which may endanger the **hall**. **You** shall ensure that **you** and **your invitees** do not contravene laws relating to gaming, betting and lotteries.

11. Children & Vulnerable Adults

You and **your invitees** must comply with **our** Children and Vulnerable Adults Policy Statement, which is displayed on our website. **You** must ensure there are sufficient adults present at any childrens' event.

12. Alcohol & Drugs

- a. **You** shall ensure that no alcohol is consumed by any person under 18 in the **hall**. **You** or **your invitees** may not sell alcohol at the **hall** without **our** permission. If **we** grant permission, **you** must pay an additional £15 **hire fee**.
- b. **You** shall ensure that, to avoid disturbing neighbours to the **hall** and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. **You** must ensure no illegal drugs are brought to the **hall**. Drunk and disorderly behaviour shall not be permitted either at the **hall** or in its immediate vicinity. **You** must 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 **hall** in accordance with the Licensing Act 2003.

10 Music & Films

- a. If **you** or **your invitees** play or broadcast live or recorded music or show a film that requires a licence, **you** must obtain the relevant licence from the appropriate licencing body. **You** must enforce any British Board of Film Classification age restriction.
- b. No music is allowed after 11.30pm, in consideration of the neighbours. **You** and **your invitees** must comply with any instruction from **us** to reduce the volume of music if it is deemed excessive.

13. Compliance

You and **your invitees** shall 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** shall also comply with **our** health and safety policy, which is displayed on our website.

14. Fire

- a. **You** and **your invitees** must familiarise yourself with **our** Fire Rules.
- b. **You** are responsible for ensuring that these rules are complied with in the **hired area(s)** including but not limited to the location and use of fire equipment, escape routes and the need to keep them clear, the method of operation of escape door fastenings and the location of the first aid box.
- c. **You** must ensure that all fire exits in the **hired area(s)** and **common areas** are unlocked, that all escape routes are free of obstruction and can be safely used, that any fire doors are not wedged open, that exit signs are illuminated and that there are no obvious fire hazards.
- d. **You** shall call the Fire Service if there is any outbreak of fire, however slight, and immediately contact the **Booking Secretary**.
- e. Unless **you** have obtained the written consent of the **booking secretary**, **you** must ensure that flammable substances are not brought into or used in any part of the **hall** and that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected. No decorations are to be put up near light fittings or heaters. Fireworks are not permitted.

13. Noise

- a. **You** must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.
- b. **You** must ensure that the noise from **your** activities does not disturb people in another part of the **Hall** or local residents.

14. Food & Kitchen

- a. **You** must not use the kitchens unless agreed by the **booking secretary** and **you** have paid the additional hire charge.
- b. If a kitchen is included in the hire, **you** must wash, dry and put away all kitchen equipment and tableware. The dishwasher must complete its cycle and be drained before **you** leave the main kitchen and **hall**.
- c. **You** and **your invitees** 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.

15. Electrical Equipment

- a. **You** must ensure that any electrical appliances brought by **you** or **your invitees** to the **hall** 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.
- b. **You** or **your invitees** may not use any of **our** audio visual equipment unless the individual using it has permission and training from **us**.

16. Smoking

You shall, and shall ensure that **your invitees**, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. **You** must ask any person who breaches this provision to leave the premises. **You** must ensure that anyone wishing to smoke does so only in the designated smoking area (the Recreation Ground Shelter) and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire or litter.

17. Failure or Malfunction of Equipment

Any failure or malfunction of equipment belonging to **us** or brought in by **you** or **your invitees** must also be reported to the **booking secretary** as soon as possible. **You** must report all accidents involving injury to the public to the **booking secretary** or a member of the **hall** management committee as soon as possible and complete the relevant section in the **hall's** accident book.

18. Heating

- a. If the heating is on in the **hired area(s)**, **you** must turn it down to 15C before leaving the **hall**. If **you hire** Clock Hall, **you** must return the heaters to the setting **you** found them in.
- b. **You** shall ensure that no unauthorised heating appliances shall be used in the **hall** without the **consent** of the **booking secretary**. Portable Liquefied Propane Gas (LPG) heating appliances must not be used.

19. Animals

You shall ensure that no animals (including birds) except guide dogs are brought into the **hall**, unless **you** have the consent of the **booking secretary**. No animals whatsoever are to enter the kitchen at any time.

20. Fly posting

You and **your invitees** shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the **hall** without **our** consent, except for a poster no larger than A4 size on the notice board in the vestibule to the main Hall. **You** shall indemnify and keep indemnified **us** against all actions, claims and proceedings arising from any breach of this condition or the content of the poster.

21. Sale of goods

You and **your invitees** must, if selling goods at the **hall**, comply with Fair Trading Laws and any code of practice used in connection with such sales. **You** shall ensure that the total prices of all goods and services are prominently displayed, as shall be **your** name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

23 **Bouncy Castles**

You and **your invitees** may not bring to the **hall** or use bouncy castles without **our** written permission. **We** will not give such permission unless the supplier has adequate public liability insurance which will indemnify **us** against all claims.

24 **Ball Games**

All ball games, badminton or similar are prohibited unless **you** have written permission from the **booking secretary**.

25. **Smoke/ Mist Machines**

No machines that create smoke or mist may be operated in the **hall**.

26 **Force Majeure**

Neither **you** nor **us** shall be liable for any failure or delay in performing **your** or **our** obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, snow or ice, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question and whether the event cannot take place or is interrupted.

27 **No Waiver**

No failure or delay by either **you** or **us** in exercising any of its rights under the **booking agreement** shall be deemed to be a waiver of that right, and no waiver by either **you** or **us** of a breach of any provision of the **booking agreement** shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

28 **Severance**

In the event that one or more of the provisions of this **booking agreement** is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the **booking agreement**. The remainder of the **booking agreement** shall be valid and enforceable.

29 **Law and Jurisdiction**

This **booking agreement** shall be governed by, and construed in accordance with, the laws of England and Wales and falls within the jurisdiction of the courts of England and Wales.