

Much Marcle Memorial Hall

CONDITIONS OF HIRE

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

1. The Hirer not being a person under 18 years of age, hereby accepts responsibility for the supervision of the premises, the fabric and the 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 car parking arrangements so as to avoid obstruction of the highway.
2. 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 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 consumption of alcoholic liquor thereon without written permission. No electrical appliances should be brought onto the premises without a valid Portable Appliance Test certificate.
3. The Hirer shall be responsible for obtaining a Temporary Events Notice as may be needed, and for the observance of the same for the sale of alcohol. This may be obtained from Herefordshire Council :
Licensing Dept
Herefordshire Council
8 St Owen Street
Hereford HR1 2PJ
or e mail [licensing@ herefordshire.gov.uk](mailto:licensing@herefordshire.gov.uk)
4. 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.
5. The Hirer shall comply with all conditions and regulations made in respect of the premises particularly in respect of Fire Safety Regulations. Fire Risk Assessment report is available on request. Particular attention should be paid to where fire exits are located within the building. These should always be kept clear. Internal Fire Doors should be kept shut. Please note no naked flames should be brought into or used on the premises.

6. The Hirer shall not allow onto the premises more people than is covered by the licence (currently 140 for the Hall and 35 for the Bob Dallow Room)

7. The Hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

8. Insurance and indemnity

(i) You are liable for:

(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

(b) the cost of repair of any damage (including accidental and malicious damage) done to our WiFi service (if any)

(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 (if any), 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 (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i) (a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i) (c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

(a) any insurance excess incurred and

(b) the difference between the amount of the liability and the monies we receive under the insurance policy.

(iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (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.

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

NOISE LEVELS – Please be mindful of the Hall's near neighbours.

Please read the Hall's Health & Safety Policy displayed in the main entrance lobby.

Please refer to our Privacy Policy published on this website.

9. Film-

You must restrict children from viewing age restricted films classified according to the recommendations of British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (THE DE-REGULATION ACT 2015 requires you to have our written permission to show a film).

10. 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).

Much Marcle Memorial Hall
Registered Charity # 520973