



Ponteland Memorial Hall - Terms and Conditions of Hire

These **Terms of Hire** ("**Terms**") are part of the **Hiring Agreement** ("**Agreement**") between the Ponteland Memorial Hall (a Charitable Incorporated Organization number 1188263) ("**PMH**") and anyone ("**Hirer**") hiring accommodation ("**Booking**") at the Ponteland Memorial Hall Premises ("**Premises**") which includes adjacent car parks, gardens, paths and drives ("**Grounds**") on specified dates and periods including any agreed setup and clear down period ("**Event**"), for a rental fee ("**Fee**").

1. The **Hirer**, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the **Premises** at all times when the public or group members are present. The **Hirer** must ensure that all conditions under these **Terms** relating to the management and supervision of the **Premises** are met. Failure to comply with these or varied **Terms** or a specific contract may result in additional charges, cancellation or forfeit of the Security Bond.
2. Communications shall usually be in writing or email and relevant documents referenced herein and held by **PMH** may be examined upon request.
3. The **Hirer** shall apply for a **Booking** using the booking facility on the **PMH** website or use a **Booking** application form returned by email to bookings@pontelandmemorialhall.com for dates up to 24 months in advance of the **Event**.
4. All applications for **Bookings** must be confirmed either by email or in writing by **PMH**.
5. **Bookings** may be made on a contingent basis ("**Contingent**") where **PMH** reserves the right in its sole discretion to cancel a **Booking** by giving written notice up to 14 days before the **Event** to the **Hirer**.

In the case of **PMH** cancelling a **Contingent** booking the **Hirer** shall be entitled to a refund of any **Fee** or deposit already paid, but **PMH** shall not be liable to the **Hirer** for any resulting direct or indirect loss or damages whatsoever.

6. **PMH** may refuse any application for a **Booking** for any reason.
7. Unless otherwise agreed in writing by **PMH**, the **Fee** and any deposits are payable in advance of the **Event**. Payment may be made either at the time of booking via the website card payment system or by the methods stated on any invoice issued by **PMH** to the **Hirer**. The **Hirer** shall pay all invoice(s) issued by **PMH** within the settlement period stated on the invoice or the **Event** or within 14 days of date of issue whichever comes first. Further, such invoice(s) may be issued by **PMH** for, but not limited to, any hours used over and above the initial **Booking** period, additional cleaning and/or repairs to damage.
8. Cancellation fees may be charged by **PMH** at the following rates:
 - a) notice of 45 calendar days or more before the **Event** – 25% of the **Fee** is charged;
 - b) notice of 44 to 15 calendar days before the **Event** – 50% of the **Fee** is charged;
 - c) notice of 14 days or less before the **Event** – 100% of the **Fee** is charged.

The day notice is received, and the day of **Event** are excluded from notice periods stated above.

9. **PMH** reserves the right to cancel a **Booking** by written notice to the **Hirer** in the event of:
 - a) The **Premises** being required for use as a polling station;
 - b) **PMH** reasonably considers that such hiring will lead to a breach of law or licensing conditions, or unlawful or unsuitable activities will take place at the **Premises** as a result of this **Booking**;
 - c) The **Premises** becoming unfit for the use intended by the **Hirer**;
 - d) An emergency requiring the use of the **Premises** as a shelter or similar;
 - e) **PMH** reasonably considers that the **Premises** is unsuitable for the **Hirer**'s activities;
 - f) The **Booking** is **Contingent**;
 - g) These **Terms** have not been adhered to;

In any case the **Hirer** shall be entitled to a refund of any **Fee** or deposit already paid, but **PMH** shall not be liable to the **Hirer** for any resulting direct or indirect loss or damages whatsoever.

10. The specified dates and period of an **Event** incorporate time for setup and clear down including tidying up and any cleaning. By making a **Booking** the **Hirer** confirms that all tidying up and any cleaning will be completed by the end of the **Event**. Any additional time for setting up and clearing down must be specifically agreed in writing by **PMH**.
11. Unless specifically agreed in writing by **PMH** the **Hirer**:

- a) may not access the **Premises** prior to the start of the **Event**;
- b) will be responsible for the arrangement of chairs and tables and providing table linen etc.
- c) returning all chairs and tables and any other contents temporarily removed from their storage location before the end of the **Event**.
- d) must vacate the **Premises** in a clean and tidy state before the end of the **Event**;
- e) must return the **Premises** in the same condition as it was found;

12. Unless specifically agreed in writing by the PMH the following may not be brought into or used within the Premises or Grounds:

- i. Firearms including imitation firearms;
- ii. Pyrotechnics;
- iii. Fireworks;
- iv. Confetti;
- v. Smoke Machines;
- vi. Bubble or Foam;
- vii. Combustible table decorations (e.g. polystyrene, cotton wool);
- viii. Candles (apart from cake decorations);
- ix. Any unauthorised heating appliances including, but not limited to portable Liquefied Propane Gas heating or cooking appliances.

13. The Hirer shall, during the period of the Booking, be responsible for:

- a) supervision of the **Premises**;
- b) the fabric and the contents: their care, safety from damage however slight or change of any sort;
- c) the behaviour of all persons using the **Premises** whatever their capacity, including proper supervision of car parking arrangements.

14. The Hirer must ensure that they and anyone attending the Premises during the Event including any contractors:

- a) Complies with the prohibition of smoking or vaping in public place provisions of the Health Act 2006 and regulations made thereunder. Smoking or vaping is NOT permitted anywhere on the **Premises** including its Grounds . Any person who breaches this provision shall be asked to leave the **Premises**.
- b) Maintain good order before, during and after the **Event**;
- c) Provides appropriate supervision for children: a responsible adult must be present at all times in every room being used by children and young people under the age of 18 years. This must include supervision in the corridors and whilst children and young people are using the toilet facilities;
- d) Does not allow any unaccompanied children into the kitchen;
- e) Minimises noise on arrival and departure;
- f) Does not trespass on parts of the **Premises** not hired nor on the neighbouring tennis courts and bowling green;
- g) Does not interfere with any other party using other parts of the **Premises**;
- h) Does not bring any animals, apart from assistance dogs, into the **Premises** (unless otherwise agreed in writing for a special **Event**);
- i) Parks any car or other vehicle in connection with the **Booking** in designated parking areas only;
- j) Does not use the **Premises** for any purpose other than described in the **Booking** application and shall not use the **Premises** or allow the **Premises** to be used for any unlawful purpose or in any unlawful way nor do anything or bring anything onto the **Premises** which may endanger the same or render invalid any insurance policies in respect thereof;
- k) Does not do anything on or in relation to the **Premises** in contravention of the law relating to gaming, betting and lotteries;
- l) Does not make any alterations or additions to the **Premises** nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the **Premises** without the prior written approval of **PMH**. Any alteration, fixture or fitting or attachment so approved shall at the discretion of **PMH** remain on the **Premises** at the end of the Hiring. It will become the property of the **PMH** unless removed by the **Hirer**, who must make good to the satisfaction of **PMH** any damage caused to the **Premises** by such removal, alternatively the **Hirer** will reimburse **PMH** for any damage caused.

15. Unless agreed in writing by PMH the Hirer must not sub-hire the Premises but if permitted to do so must impose these Terms on those sub-letting the Premises.

16. The Hirer must ensure that:

- a) The following maximum permitted number of people per room including the organisers/ performers is not exceeded: Main Hall 300; Lounge and Bar 120; Upstairs Studio 90; Downstairs Meeting Room 25; and a total of 300 people across all rooms is not exceeded.

- b) They remove all rubbish and equipment brought in by the **Hirer** or Contractors, clear spillages and the like, leaving the **Premises** clean and tidy before the end of the **Event**;
- c) Unless otherwise agreed in writing with **PMH** and unless occupied by another **Hirer**, the **Premises** is locked at the end of the **Event** and any keys provided are returned to the key safe box;
- d) Unless otherwise agreed in writing with **PMH** the **Premises** are not left unattended during the **Event**;
- e) They comply with all conditions and regulations made in respect of the **Premises** by the Local Authority, the **PMH's** Fire Risk Assessment or otherwise, particularly in connection with any **Event** which constitutes regulated entertainment;
- f) They comply with all relevant licensing conditions including the **Premises'** Public Entertainment License;
- g) They obtain any PRS/PPL licenses required for their activities as **PMH** does not hold such licenses;
- h) They obtain any TV license required for their activities as **PMH** does not hold a TV license;
- i) They promptly report details of any accident or damage arising from the **Event** to **PMH**, record the details in the accident book and, if applicable, carry out any additional reporting requirements in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) details of which can be found at www.hse.gov.uk/riddor/;
- j) They comply with all requirements relating to fire precautions;
- k) Where relevant to their activities related to the **Booking**, their policies and procedures comply with current legislation and **PMH's** policies and shall provide, when requested, a copy of any policy;
- l) Any electrical equipment used during the period of the **Booking** is safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. All electrical equipment for use in the **Premises** must be Portable Appliance Testing (PAT) tested. PAT testing is the responsibility of the **Hirer** and must be carried out annually;
- m) Use of the kitchen by the **Hirer** is entirely at the **Hirer's** own risk and the **Hirer** must ensure that any professional caterers they engage to operate in the **Premises**:
 - i. are registered for such services with the relevant authority;
 - ii. are compliant with all legal and regulatory requirements;
 - iii. comply with the **PMH** Caterers Food Safety Pack;
 - iv. have been pre-approved by **PMH**;
 - v. clean and tidy the kitchen after use.

17. Unless otherwise approved in writing by **PMH:**

- a) Any alcohol consumed on the **Premises** must be supplied by the **PMH** on-site bar ('**Bar**');
- b) When the **Bar** is opened as part of a **Booking**:
 - i. all drinks including any soft drinks consumed on the **Premises** during the **Event** must be supplied by the **Bar**;
 - ii. a minimum of £500 must be spent during the **Event** at the **Bar** and the **Hirer** will pay **PMH** the amount of any underspend.

18. Public Safety

- a) The **Hirer** acknowledges that they have received instruction in the following matters:
 - i. The action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the **Premises**.
 - ii. The location and use of fire equipment, including a diagram of location when handing over keys and providing regular users with same.
 - iii. Escape routes and the need to keep them clear.
 - iv. Method of operation of escape door fastenings.
 - v. Appreciation of the importance of any fire doors and of closing all fire doors at the time of fire.
- b) In advance of an entertainment or function of any type the **Hirer** shall check the following:
 - i. That all fire exits are unlocked, and all emergency push bars are in good working order.
 - ii. That all escape routes are free of obstruction and can be safely used.
 - iii. That any fire doors are not wedged open.
 - iv. That exit signs are illuminated.
 - v. That there are no obvious fire hazards on the **Premises**.
 - vi. That they know how to open all emergency exit doors.
- c) All **Hirers** MUST carry out risk assessments on their activities that take place in and around **PMH** to comply with Health & Safety regulations.

19. Means of Escape

All means of exit from the **Premises** must be kept free from obstruction and immediately available for instant free public exit. The emergency lighting exit signs will be automatically illuminated in the event of fire or in the event of a power failure.

20. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to **PMH**.

21. Health and Hygiene

- a) The kitchen may be used by the **Hirer** as a satellite kitchen limited to:
 - i. the reheating and/or holding fully cooked food that has been delivered from a kitchen outside the **PMH** where the food has been prepared;
 - ii. storage of cold ready-to-eat items;
 - iii. portioning and serving of bulk products either delivered from a kitchen outside the **PMH** or requiring no preparation; and
 - iv. preparing hot beverages.
- b) Any food to be consumed on the **Premises** must be brought in made up or cooked. The cooking of food is not permitted on the **Premises**.

The **Hirer** will, if serving or selling food, observe the relevant food health and hygiene legislation and regulations. In particular products must be refrigerated and stored in compliance with the The Food Safety and Hygiene (England) Regs 2013.

The **Hirer** MUST provide their own crockery, serving dishes, cutlery, containers, tea towels, hand towels, dish cloths and rubbish bags for use in the kitchen, for the serving of food and removal of food waste.

22. Childcare Act 2006

- a) The **Hirer** shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau (CRB) checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The **Hirer** shall provide **PMH** with a copy of their CRB check and Child Protection Policy on request.
- b) Further, any **Hirer** offering care provision for children at the **Premises** (where children are being left in the care of qualified others) must ensure that they are appropriately registered with Local Authority social services and shall, prior to commencing this provision:
 - i. arrange for inspection of the Premises by the Local Authority and by Ofsted;
 - ii. provide written copies of Local Authority and Ofsted reports to **PMH**;
 - iii. act on all recommendations made by the Local Authority or Ofsted whether in relation to the Premises or in relation to the provision of care generally; and
 - iv. take full responsibility for the completion of any work carried out to the **Premises** as a result of such recommendations.
- c) Any **Hirer** providing activities that fall under (a) or (b) above shall hold their own Public Liability Insurance and Employers Liability Insurance and shall provide copies of insurance certificates to **PMH** prior to commencing provision of care.

23. The **Hirer** shall:

- a) be liable for any loss or damage (including accidental and malicious damage) done to any part of the **Premises** including the **Grounds** or the contents of the **Premises** and pay to **PMH** the amount incurred by **PMH** for:
 - i. the repair and making good of any loss or damage, fair wear and tear excepted;
 - ii. all claims, losses, damages and costs made against or incurred by **PMH** 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 the **Hirer**;
 - iii. all claims, losses, damages and costs made against or incurred by **PMH**, each of its Trustees, and **PMH** employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the **Premises** by the **Hirer**;and shall indemnify and keep indemnified **PMH**, each of its Trustees, and **PMH** employees, volunteers, agents or invitees against such liabilities.
- b) indemnify and keep indemnified **PMH** against any insurance excess incurred and the difference between the liability cost and the insurance monies received by **PMH** if **PMH** had decided to insure the **Hirer**.

24. **PMH**:

- a) Does not accept any responsibility for items brought into or stored in the **Premises** with or without permission and all liability for loss or damage to such items is hereby excluded.
- b) May dispose of any items brought onto the **Premises** and left by the **Hirer** after the **Event** after **PMH** has given 7 days' notice of such disposal and an invoice shall be issued by **PMH** for any costs arising from such disposal.
- c) Shall impose a fine of £100 for any false alarm caused by **Hirer** and the **Hirer** shall pay any charges arising from attendance by fire services for such false alarm. For information this cost may exceed £250.
- d) Shall maintain insurance against any claims arising out of its own negligence.
- e) Shall not be liable for any loss or damage done by any third party contractors introduced to the **Hirers** by the **PMH**.
- f) Does not accept responsibility and shall not be liable for loss of or damage to any car or other vehicle or its contents.
- g) Reserves the right to change or amend these **Terms** from time to time.

25. Contractors

- a) **PMH** may introduce the **Hirer** to third party contractors. **PMH** shall not be liable for the acts, omissions, performance, lack of performance, loss or damage done by any third party contractors introduced to the **Hirers**.
- b) The **Hirer** shall supervise any third party contractors, including but not limited to caterers, decorators and performers, and that they are informed of and comply with, the **Hirers'** obligations under this agreement.
- c) The **Hirer** is liable for the acts, omissions, loss or damage done by any third party contractors included those introduced to the **Hirers** by **PMH**.

26. PMH may require a security bond of up to 100% of the **Fee** which will be returned by **PMH** less any loss, cost of repairs, fines, cancellation fees, additional charges or underspend as set out in Clauses 7, 8, 14, 17, 23, 24 and 25.

27. PMH reserve the right not to refund the whole security bond if:

- a) there is a breach of Clauses 10 or 11;
- b) subsequent bookings by other hirers have to be cancelled as a result of a breach of these **Terms**.

28. No damages may be claimed by the **Hirer** in respect of indirect loss. Indirect loss includes, but is not limited to, lost earnings of any kind, lost savings, loss of data, and claims from third parties. Overall damages over the term of the **Hirer** agreement between **PMH** and the **Hirer** are limited to an amount corresponding to the **Fee**.

29. If the performance of this **Agreement** cannot be continued due to Force Majeure, the Parties may be exempted from liabilities in whole or in part according to the impact of the Force Majeure. If either party cannot perform this Agreement due to Force Majeure, it shall immediately notify the other party, and try its best to minimize the possible losses as sustained by the other party and shall timely provide a proof to the other party. For the purposes of this clause, Force Majeure means any unforeseeable circumstance which is beyond the control of a Party, or any unavoidable event, even if foreseeable, as a result of which such Party is unable to perform its obligations, in whole or in part, under this Agreement. Such circumstances include, but are not limited to, any nuclear accident or acts of God, industrial strike, factory closure, explosion, natural disaster, war or terrorist activity, riot, civil commotion, fire, flood or storm, accident or any other similar event.