

SOUTHMINSTER MEMORIAL HALL

By proceeding with your booking, you are deemed to have accepted the following terms and conditions for the hire of the Hall Committee.

TERMS & CONDITIONS OF HIRE

Agreements with the Committee of Southminster Memorial Hall ("the Hall") for the hire of Southminster Memorial Hall or any part thereof ("the Premises") are subject to the Terms and Conditions of Hire ("the Hire Conditions").

1. Undertaking of the Hirer

- The Hirer undertakes to ensure they understand the Hire Conditions.

2. Supervision by the Hirer

- The Hirer undertakes to be present, or arrange for sufficient competent representatives to be present, throughout the hiring to ensure compliance with the provision and stipulations contained or referred to in the Hire Conditions and any relevant licences.

3. Responsibility of the Hirer

The Hirer shall be responsible during the period of hire for: -

- Ensuring that the number of people using the Premises does not exceed the licensed number; 200 for the main hall and 50 for the small hall.
- Supervision of the use of the Premises and the care of its fabric and contents
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons
- Ensuring that the Premises (including kitchen and toilets) are left clean and tidy with rubbish removed at the end of the hire
- Ensuring that all equipment, chairs and tables have been returned to their storage positions safely, the Premises are cleared of people, all lights switched off, and the building secured by the use of the keys supplied or by the duty caretaker, except for any facilities or room or public area in use by another continuing hire
- Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure
- Where live or recorded music is used all windows in the hall and the rear hall door leading to the rear storage room must remain shut
- For afternoon and evening/late night bookings the rear garden may not be used for any purpose unless authorised by the Committee
- Ensuring that no animals (including birds), except assistance dogs, are brought into the building without written permission of the Hall Committee
- Ensuring that NO animals enter the kitchen at any time
- Ensuring that any electrical appliances brought onto the Premises are safe to use and used in a safe manner.
- Ensuring that no LPG appliances or highly flammable substances are brought onto the Premises
- Children must be supervised at all times throughout the Hiring period, particularly in the Stage area

4. Fire Safety

The Hirer shall: -

- Ensure that the 'Emergency Exit' signs are kept illuminated
- Ensure that the Fire Brigade is called to any outbreak of fire, however slight
- Ensure any fire incident is reported to the Hall Committee.
- Appoint a fire monitor to make a list of all persons present to be checked if the Premises have to be evacuated
- Prior to the start of an event, indicate the printed Fire Instructions, fire exits and Evacuation assembly point* to all persons attending the event

**The assembly point is opposite the entrance to the Hall, outside the Farleigh Hospice Shop. No person may re-enter the Hall without the permission of the Fire Brigade*

5. Use of Premises

The Hirer shall: -

- Only use those parts of the premises that they have booked and paid for
- Not sub-let or use the Premises for any purpose other than that described in the Booking Form
- Not use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- Not do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
- Not allow the use of illegal or banned drugs* on the Premises or allow smoking in the Building or immediately outside doorways.

**A breach of this condition may render the Hirer open to prosecution by the relevant Authority*

6. Compliance with legislation relating to children or vulnerable adults

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. Child Protection Policies are the responsibility of the Hirer

7. Compliance with other relevant legislation

The Hirer shall ensure that the users: -

Do not contravene the law relating to gaming, betting and lotteries

Comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays or films or similar entertainment taking place at the Premises

A breach of this condition may render the Hirer open to prosecution by the relevant Authority

8. Indemnity

The Hirer shall indemnify and keep indemnified each of the Committee of the Hall, their employees, volunteers, agents and invitees against: -

- The cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
- Against all actions, claims and costs of proceedings arising from any breach of the Hall hire conditions
- All claims in respect of damages, including damage for loss of property or injury to persons arising out of the use of the Premises (including the storage of equipment) by the Hirer

As directed by the Hall Committee, the Hirer shall make good or pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings or contents and for loss of contents

9. Accidents and Dangerous Occurrences

- The Hirer must report all accidents involving injury to the public to an authorised representative of the Hall Committee as soon as possible and complete the relevant section in the Hall's Accident Book. Any failure of equipment, either that belonging to the Hall, or brought in by the Hirer must also be reported as soon as possible.

10. Stored equipment

- The Hall Committee accepts no responsibility for any stored equipment or other property brought onto or left at the Premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the Premises by agreement, must be removed at the end of each hiring or storage period. The Hall Committee may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

11. No alterations

- No alterations or additions may be made to the Premises. No fixtures may be installed, or placards or other articles be attached in any way to any part of the Premises without the prior written approval of the Hall Committee.
- Any alteration, fixture or fitting, or attachment so approved shall, at the discretion of the Hall Committee, remain in the Premises at the end of the hiring and become the property of the Hall Committee or be removed by the Hirer.
- The Hirer must make good to the satisfaction of the Hall Committee any damage caused to the Premises by such removal. Decorations may be hung using Blue Tack or similar, but no drawing pins or adhesive tape may be used.

12. Cancellation by the Hirer

- If the Hirer cancels the booking before the date of the event and the Hall Committee is unable to conclude a replacement booking, the Hall Committee may, at their discretion, require a further payment of hire fees or withhold all or part of the deposit/hire charge already paid.

13. Cancellation by the Hall Committee

- The Hall Committee reserves the right to cancel a hiring by written notice to the Hirer in the event of the Premises being required for use as a Polling Station for a Parliamentary or Local Government Election or By-Election or Referendum, or if the Hall Committee reasonably consider that: -
- Such hiring may lead to a breach of the licensing conditions, or other legal statutory requirements
- Unlawful or unsuitable activities may take place at the Premises as a result of the hiring
- The Premises have become unfit for the use as intended by the Hirer

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

14. Security Deposit Retention

The security deposit shall not be returned if the hall does not pass inspection following the hire period, or any day during a multi-day/regular booking

Reasons for failing post hire inspection:

- Damage to the fabric, fixtures and fittings of the building requiring repair or replacement
- Damage to equipment owned by the hall
- Hall left in a state requiring cleaning considered to be above the normal level of cleaning carried out, (see schedule below)
- Additional charges for damage may be made at the discretion of the Hall Committee

End of hire schedule:

At the end of any hire period the hirer is expected to ensure the following takes place:

- All tables to be wiped down and returned to the storage room unless otherwise agreed
- All chairs to be wiped down and returned to the storage room unless otherwise agreed
- Toilets to be left in a reasonable condition
- Kitchen equipment used as part of the hire agreement to be cleaned after use
- Any cutlery and crockery used as part of the hire agreement to be cleaned and put away
- Hall floor(s) to be swept and shoe scuff marks removed. (Brooms etc, are located in the rear storage room)
- Any rubbish to be bagged up and taken away by the hirer

Failure to meet these requirements shall lead to the security deposit not being returned