**WILLASTON MEMORIAL HALL**

**Standard Conditions of Hire**

These Standard Conditions apply to all hirings of the Hall. If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from the Bookings Secretary or Hall Secretary without delay. Throughout these Standard Conditions of Hire:

(i) Willaston Memorial Hall is referred to as ‘we’; ‘our’ to be construed accordingly and ‘we’ and ‘us’ to mean and include the Hall’s charity trustees, employees, volunteers, agents and invitees

(ii) the person/organisation hiring the Hall is referred to as ‘you’; ‘your’ is to be construed accordingly; ‘you’ also includes the members of your management committee or equivalent (if appropriate), your employees, volunteers, agents and invitees

(iii) where you must seek our consent, tell us about something or give us something, you must speak to or seek consent from the Bookings Secretary or Hall Secretary or, if neither of them is available, any of our charity trustees.

**1.** **Age**

You, being a person of at least 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all these Standard Conditions of Hire relating to management and supervision of the premises are met.

**2.** **Supervision/care of the premises**

 During the period of the hiring, you are responsible for:

 (i) supervision of the premises, the fabric and the contents;

 (ii) care of the premises, safety from damage however slight or change of any sort; and

(iii) the behaviour of all persons using the premises whatever their capacity.

 You must leave the Hall in a clean and tidy condition at the end of your hire. You must report any damage you have caused to the Bookings Secretary.

As directed by us, you must 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.

**3. Payment for hire**

To secure your booking, you must pay a deposit of one third of the hire fee (rounded up to the nearest pound) upon acceptance of the booking. You must pay the balance of the hire fee at least ten days before the date of your hire. If you are hiring the main hall, you must also pay a refundable security deposit of £50, in addition to the hire fee, at least ten days before the date of the hire. Provided that: no damage or loss has been caused to the Hall or its contents or immediate surrounds; no noise or disturbance has been caused during period of the hire and as a result of the hire; and the premises have been left in a clean and tidy condition, the security deposit shall be refunded to you within 28 days after the hire.

We reserve the right to retain all or part of the security deposit in the event that we consider that loss or damage to the Hall or its contents or its surrounds has occurred, or noise/disturbance has been caused as a result of the hire, or in the event that the Hall has not been left in a clean and tidy condition.

**4. Use of premises**

You must not use the premises for any purpose other than that described in your application for hire and approved by us and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way, nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

You must comply with the terms of the Hall’s Premises Licence (available on the Hall’s website [www.willastonmemorialhall.co.uk](http://www.willastonmemorialhall.co.uk/)). This means that entertainments including: the performance of plays; exhibition of films (subject to clause 10 below); indoor sporting events; performance of live and recorded music (subject to clause 9 below); and the performance of dance (and similar entertainments) may only take place between 9am and 11.30pm on any day of the week (except Christmas Day). Boxing and wrestling may only take place between Monday an Saturday between 9am and 11.30pm.

You must not exceed that hours for which you have hired the Hall. This means that you must include setting up and clearing up times within the hire period that you request. The opening hours of the Hall are 7am to 11.30pm and you must not use the premises outside these hours without our specific permission, which must be requested through the Bookings Secretary.

You must not allow the maximum permitted number of people (including organisers and performers) per room to be exceeded, namely

Main Hall:

100 persons for dancing

100 persons for functions utilising seating at tables

80 persons for functions combining dancing and seating at tables

120 for other purposes

Committee Room: 25 persons

Unless you request the hire of the whole premises when making your application, we may accept bookings for the Committee Room at the same time as your hire of the Main Hall. This may require you to share the use of the kitchen facilities.

**5. Alcohol**

The Hall is not licensed for the sale of alcohol. In the event you wish to sell alcohol at your event (even if it is sold by someone with their own licence to sell alcohol) or the provision of alcohol is provided in the price of the ticket, you must obtain written permission from us and submit a Temporary Event Notice application to the licensing authority at least ten working days before the event. Failure to notify us or the licensing authority will result in the cancellation of the hire without compensation.

**6. Car parking**

Car parking facilities outside the hall are limited and are not exclusive to the Hall. You must make every effort to ensure that the attendees at your event park with due consideration for those who live around the Green and others seeking car parking spaces. You must not allow cars to be parked in the lane to the righthand side of the Hall which provides access for residents of the houses in the lane, nor in such a way as to block access to that lane, nor in front of the Hall porch (which is a fire exit). There is a public car park at the rear of the Hall which is approached via Hadlow Road and Buckley Lane.

**7. Insurance and indemnity**

(i) You are liable for:

(a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage, WiFi system and its contents;

(b) 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; and

(c) 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;

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 clause (i) incurred by **non-commercial** hirers and 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 clause (i) 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 Bookings Secretary or Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel your booking and may re-hire the premises to another hirer.

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

**8.** **Gaming, betting and lotteries**

 You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

**9.** **Music**

 Under the Deregulation Act 2015, you may, with our permission, play live music and recorded music between the hours of 8am and 11pm. Approval of your application for hire confers that permission. Permission to play live and recorded music up until 11.30pm is conferred by our Premises Licence.

**10.** **Film and TV**

 Under the Deregulation Act 2015, you may, with our permission, show films between the hours of 8am and 11pm. Approval of your application for hire confers that permission. Permission to show films up until 11.30pm is conferred by our Premises Licence.You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must inform us at least 28 working days in advance if you wish to show a film which has not been classified by the British Board of Film Classification, so that we can inform the Licensing Authority. As the Hall does not have the appropriate copyright licences to screen films, you must ensure that you have the appropriate copyright licences for any film you show. The Hall does not have a TV Licence. This means that you are not allowed to watch or record live TV (on any channel) or watch or download BBC programmes on Iplayer.

 **11. Piano**

You may only use the piano, which is kept (locked) at the bottom end of the Hall, with our permission. If you wish to use **or move** the piano you must seek prior permission from the Bookings Secretary.

**12.** **Safeguarding children, young people and adults at risk**

 You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested and where relevant, 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). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

 You must take extra care when your hire is taking place alongside another activity in another part of the Hall to ensure that safeguarding precautions are observed in relation to children, young people and adults at risk, whether such persons are attending your event or are participating in the other hire.

**13.** **Public safety compliance**

(i) You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our Fire Risk Assessment and Risk Assessment (available on the Hall’s website [www.willastonmemorialhall.co.uk](http://www.willastonmemorialhall.co.uk/)) particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. You must also comply with our health and safety policy (available at [www.willastonmemorialhall.co.uk](http://www.willastonmemorialhall.co.uk/)).

(ii) You must call the Fire Service to any outbreak of fire, however slight, and give details to our Bookings Secretary or Hall Secretary. You must also report **any**triggering of the fire alarms to the Bookings Secretary or Hall Secretary.

(iii) You acknowledge that you have received instructions (via the Information Sheet provided to you) on the following matters:

(a) The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.

(b) The location and use of fire equipment.

(c) Escape routes and the need to keep them clear.

(d) Method of operation of escape door fastenings.

(e) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(f) Location of the first aid box.

(iv) In advance of any activity, whether regulated entertainment or not, you must check the following items:

(a) That all fire exits are unlocked and panic bolts are in good working order.

(b) That all escape routes are free of obstruction and can be safely used for instant free public exit.

(c) That any fire doors are not wedged open.

(d) That exit signs are illuminated.

(e) That there are no fire hazards on the premises.

**14. Ladders**

If you use the ladders kept at the Hall (for example, to hang decorations), you must take extreme care and follow the instructions on the ladders. If possible, a second person should support any ladder which is being used. The trustees accept no liability for any accidents arising from the improper or negligent use of the ladders.

**15. Bouncy Castles**

Bouncy castles are allowed at the Hall, but you must ensure that the provider has appropriate safety procedures and insurance cover. The trustees accept no liability for any accidents associated with bouncy castles.

**16. Noise**

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

**17.** **Drunk and disorderly behaviour and supply of illegal drugs**

 You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

 (i) no one attending the event consumes excessive amounts of alcohol; and

 (ii) no illegal drugs are brought onto the premises.

 Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will 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 premises in accordance with the Licensing Act 2003.

**18.** **Food, health and hygiene**

 You 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. The premises are provided with a refrigerator.

**19.** **Electrical appliance safety**

 You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

**20.** **Stored equipment**

(i) We accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or we may charge fees for each day or part of a day at the relevant hire fee until the same is removed.

(ii) We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

(a) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended; or

(b) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

**21.** **Smoking**

 You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. You must not smoke in the Hall, nor on the steps or ramp outside the Hall, nor in the area outside the back door of the Hall. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

**22.** **Accidents and dangerous occurrences**

 You must report to us as soon as possible any failure of our equipment or damage to the premises. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Bookings Secretary or Hall Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

**23.** **Explosives, flammable substances and smoke**

You must ensure that:

(i) Highly flammable substances are not brought into, or used in any part of the premises; and

(ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

(ii) No smoke is released in the premises

**24. Heating**

 You must ensure that no unauthorised heating appliances are used on the premises when open to the public, without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

**25. Animals**

 You must ensure that guide dogs, hearing dogs and other assistance dogs and their owners are allowed on the premises. No other animals, including birds, are allowed on the premises without our specific permission.

**26.** **Fly posting**

 You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify us and keep us indemnified accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

**27.** **Sale of goods**

 You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser’s name and address and that any discounts offered are based only on Manufacturers’ Recommended Retail Prices.

**28.** **WiFi services**

 When using the WiFi service you agree at all times to be bound by the following provisions:

 (i) Not to use the WiFi service for any for the following purposes:

(a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;

(b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;

(c) interfering with any other persons use or enjoyment of the WiFi service; or

(d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;

(ii) To keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

**29.** **Termination of the WiFi service**

 We have the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

(i) if you use any equipment which is defective or illegal;

(ii) if you cause any technical or other problems to our WiFi service;

(iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;

(iv) if you resell access to our WiFi service; or

(v) if you use our WiFi service in contravention of the terms of these Standard Conditions.

**30.** **Availability of WiFi services**

(i) Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.

(ii) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the main hall.

(iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

**31.** **Privacy and Data Protection**

 By making your application for hire, you consent to your personal data being collected, processed and stored by us, in accordance with the Hall’s Data Protection Privacy Policy available on the Hall’s website ([www.willastonmemorialhall.co.uk](http://www.willastonmemorialhall.co.uk/))

**32. Cancellation and refusal of bookings**

(i) If you wish to cancel your booking, we will repay the hire fee (minus the one third deposit) and the security deposit paid, provided that you give us at least ten days’ notice. If you cancel your booking within ten days of the date of the event and we are unable to conclude a replacement booking, we reserve the right to retain the whole of the hire fee paid, but will repay the security deposit.

(ii) We reserve the right to refuse any booking

(iii) We reserve the right to cancel your booking at any time by giving you written notice in the event of:

(a) the Hall being required for use as a Polling Station for a Parliamentary or Local Government or Police Commissioner election or by-election;

(b) our reasonably considering that the hiring would lead to a breach of licensing conditions, or other legal or statutory requirements, or that unlawful or unsuitable activities will take place at the premises as a result of this hiring;

(c) the premises becoming unfit for your intended use;

(d) an emergency requiring use of the premises as a shelter for the victims of disasters.

In any such case you will be entitled to a refund of any sums already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

**33.** **End of hire**

 You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge or retain any security deposit paid.

**34.** **No alterations**

 You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. At our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

**35.** **No rights**

 Approval of your application constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

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