

TOWERSEY MEMORIAL HALL (TMH) Conditions of Hire

Summary of Standard Terms & Conditions – Contact a Committee member if any clarification is required.

1. **Age & Supervision** The Hirer must be 18 years or older, accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement are satisfied. The Hirer shall, during the period of the hiring, be responsible for: 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 or neighbouring driveways. As directed the Management 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.
2. **Use of premises** The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or allow the premises to be used for any unlawful purpose or do anything or bring onto the premises anything which may endanger the premises or public or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without permission or the relevant licence.
3. **Licensable activities** **TMH** holds a Performing Rights Society Licence & has a Premises Licence, issued by South Oxfordshire District Council (SODC). This licence covers most activities envisaged by the Management Committee; including the sale of alcohol provided this is done with the prior permission of the Management Committee and you will need to apply to SODC for a Temporary Event Notice (TEN). Please note: Premises can only receive 12 TENs in any calendar year and they cannot be immediately adjacent to one another. As such the Committee cannot guarantee the availability an appropriate TEN. The issuing by SODC of a TEN will be on a first-come first-served basis. The Committee cannot be held responsible for the failure to successfully apply for a TEN and the normal cancellation conditions will apply. Contact SODC on 01491 823209 or via www.southoxon.gov.uk and then searching for 'Temporary Event Notice'. If other licences are required in relation to the hiring of **TMH** the Hirer should ensure that they hold the relevant licence(s).
4. **Public safety compliance** The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the hall's 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. The Hirer shall also comply with the hall's health and safety policy.
 - (a) The Hirer acknowledges that they have noted the following matters:
 - The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - The location and use of fire equipment. Escape routes and the need to keep them clear.
 - Method of operation of escape door fastenings & their position should be made know to your members/guests.
 - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
 - The number of people on the premises shall not exceed the licence limit dependant on your event type (details available from a Committee member)
 - The Hirer shall be aware that there are no barriers at the edge of the stage and that the stage is out of bounds to unsupervised children/vulnerable people.
 - (b) In advance of an entertainment or play the Hirer shall check the following items:
 - That all fire exits are unlocked and panic bolts in good working order.
 - 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.
 - That there is no obvious fire hazards on the premises.
 - The Hirer shall be responsible for undertaking a Risk Assessment of their facilities, equipment and activities.
 - (c) During the hire period the Hirer must ensure the following conditions apply:
 - Explosives and flammable substances are not brought into the hall
 - 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.
 - Avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, avoid excessive consumption of alcohol.
 - No animals (including birds) except guide dogs are brought into the premises, other than by prior written agreement. No animals whatsoever are to enter the kitchen at any time.
 - The Hirer shall ensure that the minimum of noise is made on arrival and departure particularly late at night or early morning.
5. **Outbreaks of fire** The Fire Brigade shall be called to any outbreak of fire, however slight, and details given to a member of the Management Committee.
6. **Health, Hygiene and Smoking** The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation. The Hirer shall ensure compliance by all occupants with no smoking in public places provisions of the Health Act 2006
7. **Electrical appliance safety** The Hirer shall ensure that any electrical appliances brought by them to the premises 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.
8. **Insurance and indemnity - The Hirer shall be liable for:**
 - a the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises.
 - b all claims, losses, damages and costs made against or incurred by the **TMH**, their employees, volunteers, agents or invitees 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,
 - c all claims, losses, damages and costs made against or incurred by the **TMH**, their 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 subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the **TMH** and employees, volunteers, agents and invitees against such liabilities.
 - d Stored Equipment The **TMH** accepts 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 authorised stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee until the same is removed.
9. **Accidents and dangerous occurrences** The Hirer must report all accidents involving injury to the public a member of the Management Committee and complete the relevant section in the village hall's accident book. Any failure of equipment belonging to the **TMH** or brought in by the Hirer must also be reported as soon as possible.

10. **Children Act 1989** The Hirer shall ensure activities involving children comply with the provisions of The Children Act of 1989.
11. **Fly posting** The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements.
12. **Sale of goods** The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and code of practice.
13. **Gaming, Betting and Lotteries** 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.
14. **Cancellation** If the Hirer wishes to cancel the booking before the date of the event and the **TMH** is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Management Committee.

The **TMH** reserves the right to cancel this hiring by written notice to the Hirer in the event of:

(a) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election

(b) The **TMH** Management Committee reasonably consider that

(i) such hiring leading to a breach of licensing conditions, if applicable, or other legal or statutory requirements,

or

(ii) unlawful or unsuitable activities will take place on the premises as a result of this hiring

(c) the premises becoming unfit for the use intended by the Hirer, including, but not limited to, Hall repair or refurbishment.

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

15. **End of hire** The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, ensuring that the table tops are wiped clean before being stacked in the cupboard, and that the Hall is properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the **TMH** shall be at liberty to make an additional charge. All rubbish must be removed from the premises by the Hirer

16. **No rights** The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.