**WILLASTON MEMORIAL HALL**

**Registered Charity No. 520090**

**HIRE AGREEMENT**

The Parties to this Hire Agreement are:

(1) The Willaston Memorial Hall, acting through its Management Committee; and

(2) The person/organisation detailed in clause 3 below.

It is hereby **AGREED** by the Parties that:

**1.** Throughout this Agreement

(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 named in clause 3 is referred to as ‘you’; ‘your’ is to be construed accordingly; and ‘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 either of them is not available, any of our charity trustees.

**2.** In consideration of the hire fee detailed in clause 6 of this Agreement, we agree to permit you to use the premises detailed in clause 7 for the purposes detailed in clause 4 for the period detailed in clause 5. The details and answers inserted in clauses 3 to 7are part of the terms of this Agreement. This Hire Agreement includes the annexed Standard Conditions of Hire and any Special Conditions of Hire as may be determined by us, unless specifically excluded.

**3.** Details of Hirer:

 Name of individual or organisation

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| --- |
|  |

 Authorised representative (if applicable)

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| --- |
|  |

 Address

|  |
| --- |
|  |

 Telephone number and email

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|  |

**4.** Description/purpose of the hire

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| --- |
|  |

 Private event Public event Commercial Music Alcohol provided Alcohol sold

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |

 (Please check appropriate box(es))

4.1 The Hall has a Premises Licence (a copy of which is available on the Hall’s noticeboard and website at [www.willastonmemorialhall.co.uk](http://www.willastonmemorialhall.co.uk/)) allowing the Hall to be open from 7am to midnight from Monday to Saturday and 9am to midnight on Sunday. The Licence authorises the following regulated entertainment and licensable activities (and similar entertainments) indoors between 9am and midnight on any day of the week (except Christmas Day): performance of plays; exhibition of films; indoor sporting events; performance of live music; performance of recorded music; performance of dance. The Hall is also licensed for boxing and wrestling between 9am and midnight from Monday to Saturday. The Hall also holds a Music Licence allowing the playing and performance of music. You hereby agree to comply with the terms of the Premises Licence as they relate to your hire.

4.2 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), you must obtain written permission from us and submit a Temporary Event Notice application to the licensing authority at least ten days before the event. Failure to notify us or the licensing authority will result in the cancellation of the hire without compensation.**

**5.** Date of Hire From To

|  |  |  |
| --- | --- | --- |
|  |  |  |

 (**NB:** **Hire times include time required for preparation and clearing up after the event**)

**6.** Total Hire Fee Deposit Balance Security deposit (if applicable)

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |

6.1 To secure your booking, you must pay a deposit of one third of the hire fee (rounded up to the nearest pound) upon the signing of this Agreement. **The hire will not be confirmed until you have paid the required deposit.** You must pay the balance of the hire fee at least ten days before the date of your hire. Payment by bank transfer is preferred. (The Bookings Secretary will provide you with our bank details at the time your booking is accepted. Please use your initials and the date of your hire as the reference for the payment.)

6.2 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 and no noise or disturbance 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 it surrounds has occurred or noise/disturbance caused as a result of the hire or in the event that the Hall has not been left in a clean and tidy condition.**

**7.** Premises/facilities to be hired (please check appropriate box(es))

 Whole Premises Main Hall Committee Room Kitchen

|  |  |  |  |
| --- | --- | --- | --- |
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**8.** 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

 160 persons for closely seated audience

 135 for all other purposes

 Committee Room: 25 persons

**9.** You (or your authorised representative, if appropriate) must be present during the hire and must comply fully with this Agreement. In signing this Agreement you acknowledge that you understand the terms of the Agreement and the Standard Conditions and any Special Conditions of Hire referred to in clause 10 below.

**10.** The provisions and stipulations contained in or referred to in the Standard Conditions of Hire annexed to this Agreement, together with any Special Conditions of Hire as may be determined by us and detailed in any Schedule attached to this Agreement, form part of the terms of this Agreement, unless we agree otherwise in writing.

**11.** None of the provisions of this Agreement is intended to nor will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

**12.** You declare that the information given in this Agreement is correct to the best of your knowledge and acknowledge that any misstatement or misrepresentation will invalidate the Agreement.

**Signed on behalf of the**

**Willaston Memorial Hall Committee of Management**

**Signed by the person named in 3 above, being**

**either the Hirer or the representative of the**

**Organisation hiring the Hall\***

**Date of Agreement**

\* If you are completing this form electronically, you may either add a facsimile signature or type your name here.

**BEFORE YOUR HIRE, PLEASE REFER TO THE *WILLASTON MEMORIAL HALL INFORMATION SHEET* IN THE ‘DOCUMENTS’ SECTION OF THE HALL’S WEBSITE. THIS CONTAINS USEFUL INFORMATION ABOUT THE HALL AND ITS FACILITIES AND A POST-HIRE CHECKLIST.**

**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.

**1.** **Age**

You, not being a person under 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 Standard Conditions under this Agreement relating to management and supervision of the premises are met.

**2.** **Supervision**

 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.

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.** **Use of premises**

You must not use the premises for any purpose other than that described in this Agreement 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.

**4. Car parking**

Car parking facilities outside the hall are limited and are not exclusive to the Hall. You should 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. There is a public car park at the rear of the Hall which is approached via Hadlow Road and Buckley Lane.

**5. 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 sub-clauses (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 this Agreement and may re-hire the premises to another hirer.

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

**6.** **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.

**7.** **Music**

 You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

**8.** **Film and TV**

 Under the Deregulation Act 2015, you must have our written permission to show a film. This Agreement confers that permission.You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification and comply with the terms of the Hall’s Premises Licence Annex 1 (a copy of which is on the Hall’s noticeboard and website [www.willastonmemorialhall.co.uk](http://www.willastonmemorialhall.co.uk/)) in relation to any film which has not been classified by the British Board of Film Classification. 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.

**9.** **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.

**10.** **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 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.

**11. Noise**

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

**12.** **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

 (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.

**13.** **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.

**14.** **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.

**15.** **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 each day or part of a day at the hire fee per hiring 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.

**16.** **Smoking**

 You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. 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.

**17.** **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).

**18.** **Explosives and flammable substances**

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.

**19. 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.

**20.** **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.

**21.** **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.

**22.** **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.

**23.** **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.

**24.** **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.

**25.** **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.

**26.** **Privacy and Data Protection**

 By signing this Agreement 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/))

**27. Cancellation and refusal of bookings**

(i) If you wish to cancel the 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 one third of the hire fee paid.

(ii) We reserve the right to refuse any booking

(iii) We reserve the right to cancel this Agreement 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.

**28.** **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.

**29.** **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.

**30.** **No rights**

 This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.