

Linton Memorial Hall Hire Agreement Standard Terms and Conditions of Hire

Hire Agreements of Linton Memorial Hall Trust ("the Memorial Hall") are subject to these Standard Terms and Conditions of Hire ("the Memorial Hall Conditions").

1. **Undertaking of the Hirer**
The Hirer undertakes to ensure he has an understanding of the Memorial Hall Conditions for the time being in force.
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 the provisions and stipulations contained, or referred to, in the Memorial Hall Conditions and any applicable licences are complied with.
3. **Responsibility of the Hirer**
The Hirer shall, be responsible during the period of hire for:
 - the number of people using each room hired not exceeding that permitted for those rooms under the Premises Licence for the purpose of the hire. Main Hall: 110 persons;
 - familiarising users with all fire exits and ensuring that fire exits are kept totally clear of obstructions and impediments. Fire exits must only be used in case of emergency;
 - supervision of premises, fabric and contents, their care and safety from any damage or change of any sort;
 - restricting use to the specific room or area agreed and to the facilities within it and ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by others;
 - ensuring that everything is left clean and tidy with rubbish removed at the end of the hire;
 - ensuring that all equipment, chairs and tables have been returned to storage positions tidily, the premises are cleared of people, all lights switched off, and the building secured by use of the keys supplied, except for any facilities or room or public area in use by another continuing hire;
 - 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 access road;
 - 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;
 - ensuring that no animals (including birds), except guide dogs are brought into the building, without written permission of the Memorial Hall on the occasion of a special event or hire agreed to by the Memorial Hall;
 - ensuring that NO animals whatsoever enter the kitchen at any time;
 - ensuring that any electrical appliances brought onto the premises and used there shall be certified safe and in good working order, and used in a safe manner, using residual current circuit breakers where appropriate;
 - ensuring that no LPG appliances or highly flammable substances are brought onto the premises.
4. **Use of Premises**
The Hirer shall not:
 - sub-hire or use the premises for any purpose other than that described in the hiring agreement;
 - use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way;
 - do anything or bring onto the premises anything which may endanger the premises or render invalid any insurance policies in respect thereof;
 - allow the use of drugs on the premises or allow smoking in the building.
5. **Authority required by the Premises Licence to supply alcohol or to provide public entertainment**
Under no circumstances may alcohol be sold on the premises without the specific written authority of the Memorial Hall under the Premises Licence. The Memorial Hall may choose to require that the Hirer shall be responsible for obtaining a Temporary Event Licence, but no Hirer may seek such a licence without the consent of the Memorial Hall.
6. **Compliance with The Children Act of 1989**
The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children.
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 *Premises 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 lead to prosecution by the local authority;
 - comply with all other relevant legislation relating to the use of the Memorial Hall.
8. **Indemnity**
The Hirer shall indemnify and keep indemnified the Memorial Hall and each member of the Memorial Hall's Management Committee and the Memorial Hall's employees, volunteers, agents and invitees against:
 - a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises, and;
 - b) against all actions, claims, and costs of proceedings arising from any breach of the Memorial Hall Conditions;
 - c) all claims in respect of damages, including damage for 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.As directed by the Memorial Hall, 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. **Insurance**
The Memorial Hall is insured against any claims arising out of its own negligence and its public liability cover extends to cover non profit making, i.e. non-commercial, hirers.
Our Insurers will not pay for:
 - i) any liability where the hirer is a commercial organisation or the event is for a commercial organisation or undertaken to enhance any business activities the Hirer may be the owner, a partner or principal of, is employed or operated by;
 - (ii) any liability where the hire is for the benefit of a group operating under their own trading name;
 - (iii) any liability where the Hirer is entitled to indemnity under any other insurance.For the avoidance of doubt, commercial hirers must have their own Public Liability Insurance in place
10. **Accidents and Dangerous Occurrences**
The Hirer must report all accidents involving injury to the public to an authorised representative of the Memorial Hall as soon as possible, and complete the relevant section in the Memorial Hall's Accident Book. Any failure of equipment, either that belonging to the Memorial Hall, or brought in by the Hirer must also be reported as soon as possible.
11. **Stored equipment**
The Memorial Hall 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 Memorial Hall 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.
12. **No alterations**
No alterations or additions may be made to the premises nor may any fixtures be installed (or placards or decorations,) or other articles be attached in any way to any part of the premises without the prior written approval of the Memorial Hall. Any alteration, fixture or fitting, or attachment, so approved shall, at the discretion of the Memorial Hall remain in the premises at the end of the hiring and become the property of the Memorial Hall or, be removed by the Hirer. The Hirer must make good to the satisfaction of the Memorial Hall any damage caused to the premises by such removal.
13. **Cancellation by the Hirer**
If the Hirer cancels the booking before the date of the event and the Memorial Hall is unable to conclude a replacement booking, the Memorial Hall may, at their discretion, require payment in full of hire fees or withhold part or all of the deposit and hire charge already paid.
14. **Cancellation by the Memorial Hall**
The Memorial Hall reserves the right to cancel a hiring by written notice to the Hirer at its discretion, and in particular, 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, the Memorial Hall reasonably consider that:
 - a) such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or;
 - b) unlawful or unsuitable activities may take place at the premises as a result of the hiring, or;
 - c) the premises have become unfit for the use 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 Memorial Hall shall not be liable for any resulting direct or indirect loss or damages whatsoever.