

Conditions of Hire

The standard conditions of hire are set out below. ***Please note that by using the hall you will be accepting these conditions.***

Jonathan Harwood

Lettings Officer
07493720304

Conditions of Hire for Upwey and Broadway Memorial Hall ('the hall')

The Lettings Officer should be consulted immediately if the Hirer is in any doubt as to the meaning of the following Conditions of Hirer (the 'Conditions').

Upwey and Broadway Memorial Hall is operated for the benefit of the community by a dedicated group of volunteer trustees. Our hall is in regular use by many individuals and groups. Please follow these conditions of hire to ensure the hall is kept in the condition that you would hope to find it in and enable any following booking to start promptly. The hirer shall not use the premises for any other purpose other than that described in the Conditions.

By using the hall the hirer is accepting these Conditions.

For the purposes of these Conditions, “**the Hirer**” means an individual hirer or, where the hirer is an organisation, its authorised representative. “**the hall**”, unless otherwise stated, means the hall and all rooms within the building.

The Hiring commences and finishes at the times agreed for the Hire.

The following conditions apply to the Hiring.

1 The Hirer will:

- (1) be responsible for the supervision of the Facilities, the fabric and contents of the hall, safety from damage however slight; or change of any sort and the behaviour of all persons on the premises whatever their capacity and shall include proper supervision of car parking arrangements and to ensure neighbouring households suffer no obstruction, the minimum of noise on arrival and departure (especially after 11pm) and no nuisance during the Hiring;
- (2) not sub-hire;
- (3) not use the Facilities or allow the Facilities to be used for any unlawful purpose, and must ensure that no offensive, dangerous, or unlawful performances or activities are permitted, and that all activities are conducted at all times decently, soberly and in an orderly manner.
- (4) notify the Lettings Officer if alcohol is to be consumed and confirm that the appropriate consent or licence is in place;
- (5) cease all activities contributing to the purpose of the Hiring at the end of the hiring period including clearing and cleaning the hall which involves:

- taking responsibility for leaving the facilities in a clean and tidy condition.
- returning the chairs, tables and any equipment provided by the hall to their normal storage locations.
- washing and drying all kitchen equipment crockery and cutlery before storing.
- collecting and removing all rubbish.
- the removal of all unsold items from sales from the premises.
- removing any equipment or item brought onto the premises for the purpose of the Hiring.
- reporting any breakages or damage to the Lettings Officer.

2. The Hirer will:

- (1) be at least 18 years of age;
- (2) be in charge of, and present during the whole time the Facilities are open for public functions. The Hirer will not be engaged on duties that prevent him/her from exercising general supervision.
- (3) ensure there is a minimum of two persons excluding the Hirer, both being over 18 years of age, on duty in the premises when they are being used for public functions.
- (4) all persons in charge shall have been informed of the procedure to be adopted in the case of evacuation of the premises, and shall be familiar with the fire fighting equipment available.
- (5) comply with all relevant legislation - including sale of alcohol, health and safety, fire safety (including that fire exits are not obstructed) and the safety of children and vulnerable adults. Child Protection policies are the responsibility of the Hirer.

(3) In the event of Outbreak of Fire, Accident, Injury and Breakages: The Hirer will immediately:

- (1) ensure that everyone has safely left the premises;
- (1) call the Fire Brigade on the outbreak of any fire and will give full details to the Lettings Officer;
- (2) report all accidents or injury to the Lettings Officer;
- (3) report failure or breakage of equipment to the Lettings Officer;

Exclusions Animals - the hirer will ensure that no animals except assistance dogs are brought into the hall, except by express agreement with the Lettings Officer. No animals whatsoever will enter the kitchen.

Explosive and Flammable Substances - Highly flammable substances, or pyrotechnics are not permitted. These include any device requiring a fire source in their operation.

Decorations: **Hirers** wishing to decorate the Facilities with flags, bunting, balloons, table candles etc., require permission from the Lettings Officer. Decorations must not be attached to curtains, walls (other than using the hooks by the windows provided for this purpose), doors, lights, or emergency lights.

(4) Additional Charges.

The hall may make an additional charge if:

- (1) any of the Conditions are not met.
- (2) if the Facilities or any part of the premises or equipment are rendered unfit for use.
- (3) repairs, removal of rubbish or extra cleaning are needed;

(5) Refusal of Booking. The hall reserves the right to refuse a booking without notice or to cancel a hiring agreement on giving 7 days notice to the Hirer. In this event the Hirer will be entitled to repayment of any money paid in advance. The hall will not be liable to make any further payment to the Hirer.

(6) Cancellation and Termination of Bookings

- (1) **by the Hirer;** the Hirer can cancel a booking without penalty;
- (2) **by the hall:** we reserve the right to cancel any Hiring if the facilities are required for use as a Polling Station for a Parliamentary or Local Government election or for any other reason at the discretion of the Hall Committee.
- (3) **The Lettings Officer** reserves the right to end any Hiring without notice and immediately clear the Facilities if the Hirer fails or refuses to respect these Conditions.

(7) Indemnity: The Hirer will:

indemnify the hall for the cost of repair of any damage done to any part of the premises or the contents of the building that may occur during the hire period.

Nothing in these Conditions constitutes any warranty by the hall that the premises or any part of them are authorised, licensed or fit for use for any specific purpose and the hall shall not be liable to the Hirer for any resulting loss or damage whatsoever.

The hall shall not be liable to the Hirer or any other person :

- (1) for any accident loss or damage other than from insured risks which may at any time during the Hiring be occasioned to or suffered by the Hirer or any other person or occasioned to the premises or to any goods or property of the Hirer or any other person however caused unless due to any act or default of the hall or its servants; and
- (2) the hall shall not be liable to any person other than the Hirer beyond the common duty of care imposed by the Occupiers Liability Act 1957, the Defective Premises Act 1972 or any amending Legislation The hall reserve the right to change the Conditions without notice.

The Lettings Officer is: Jonathan Harwood, 618 Dorchester Road, Weymouth DT3 5LH Telephone
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