

Brookwood Memorial Halls

Registered charity no 304981 Connaught Road, Brookwood, Woking, Surrey GU24 0AL
Postal address: see website www.bmhalls.org.uk - Contacts

STANDARD CONDITIONS OF HIRE

(If the Hirer is in any doubt as to any meaning herein, s/he should contact the Bookings Administrator immediately)

For the purposes of these conditions, the term Hirer shall mean an individual Hirer, or where the Hirer is an organisation, the authorised representative as set out in the Hire Agreement. All hires are subject to all these terms and conditions. Any variations must be approved in writing/email by a Member of the Managing Committee.

- 1. EQUAL OPPORTUNITIES** Users of the hall must comply with the Equality Act 2010. The Hall shall be open to all members of the community regardless of race, gender, sexual orientation, gender reassignment, nationality, age, disability, maternity, race, ethnic origin, political or religious beliefs.
- 2. SAFETY** The Hirer will, during the period of the hiring be responsible for the 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 and access to the premises especially for emergency services. The Hirer will familiarise himself with **fire safety and evacuation arrangements (displayed near entrances)** and will keep emergency exit routes clear, and will nominate and familiarise responsible adults with the arrangements to ensure safety of less able persons. The Hirer will ensure that no person stands on chairs or tables, or sits on serving counters or stage front. **The maximum capacity** of the Memorial Hall is limited by our Premises Licence to 100 seated at tables and 240 seated in rows, which must be fixed with passageways to allow safe exit. A maximum of 60 are allowed in the Community Hall. **Fire extinguishers** are located in kitchen, by exits and on stage, and should not be moved. No open flame (beside cake candles), gas, smoke or highly inflammable equipment are allowed inside without signed agreement on use. Hire groups are responsible for performing their own Risk Assessment and managing their risks, and arranging additional insurance as appropriate. Public events must be supervised by at least two adults, without distracting responsibilities, familiar with emergency equipment, use and location, and emergency procedures.
- 3. USE OF PREMISES** the Hirer shall not use the premises for any purposes other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any offensive or sexually explicit way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the **provision of alcohol** thereon without written permission of the Committee and compliance with all relevant licensing requirements and restrictions. The Hirer shall not permit use of drinking **glasses or glass bottles** outside of the rooms hired. The Hirer shall **not affix decorations** to any part of the premises except using the hooks or the picture rail provided and shall ensure that **no blue tack, "silly string", confetti, spangles, sequins** or other similar materials are used. **Portable cooking** equipment may be used outside away from buildings and trees only with prior permission, and without damage to the grounds, with fire suppression equipment provided by the hirer. Normal sized interior party balloons may be filled with helium or similar gas only outside the buildings. Use of the **rear terrace** must be supervised to protect neighbours from noise or nuisance and to keep children safe. Use of the **Stage and Kitchen** must be supervised to protect against injury to children and vulnerable persons. **Children's Bouncy Castles** and inflatables are permitted to be used only inside the Halls, at their rear, still enabling emergency exit use. They must be supervised by a competent adult at all times they are inflated, with soft matting at the front and open sides where injury risk is foreseeable. Children under 2 should not use them without direct adult supervision. Use by separate age groups of children (2-5, 6-12, 13-15) should never be permitted. Release of flame **hot air lanterns or similar** is never permitted. Loss or damage to **Hirers property** in the Halls, car park or grounds, are not the responsibility to the Halls. Use of Hall Equipment – including Wi-Fi, Music, Public Announcement, Electrical and Cleaning equipment - is permitted only under competent adult supervision. Misuse, damage or loss is the Hirer's responsibility. Wi-Fi or speaker systems must not be used for improper purposes such as to transmit, receive, broadcast or display images, lyrics, words or data of an offensive or sexually explicit nature or personal unauthorised data.
- 4. LICENSES** The Hirer shall be responsible for obtaining such licenses as may be needed whether for the sale or supply of intoxicating liquor, or (for profit making organisations) from the Performing Rights Society, or from Phonographic Performance Ltd or otherwise and shall be responsible for the observance of same. **SPECIAL CONDITIONS** apply to the provision of alcohol as shown on our Website. Gambling, Betting and Lotteries are only allowed within the regulations of law and local authority.
- 5. PUBLIC SAFETY COMPLIANCE** The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or similar public entertainment or stage plays. Premises License conditions are displayed near the entrance. The Hirer shall **not allow any highly flammable decorations, fireworks** or similar materials to be brought onto the premises. The Hirer is responsible for ensuring that alcohol is not provided to minors, that tap water is always available free, and that excessive use of alcohol or drunken behaviour is not allowed. Use of illegal drugs is not allowed, and any apparatus used must be safely removed. No equipment may be stored on the premises that is of a highly flammable, injurious or dangerous nature, especially chemicals under COSHH regulations.
- 6. HEALTH AND HYGIENE** The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. Food preparation and storage guidance is published on our website and should be followed. No foodstuffs (such as coffee, tea, biscuits) should be left on premises unless in sealed, labelled containers in assigned storage locations.

7. **ELECTRICAL APPLIANCE SAFETY** the Hirer shall ensure that any electrical appliance brought by him to the premises and used there shall be safe and in good working order and used in a safe manner. Where a residual circuit breaker is provided under the terms of the PEL or CPL the Hirer must make use of it in the interests of public safety. The Hirer shall also ensure that any such appliances brought into the premises by another party for use at the event shall comply with the foregoing.
8. **INDEMNITY** The Hirer shall indemnify the Committee for the cost of repair of any damage done, beyond fair use wear and tear, to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring or as a result of the hiring. The Hirer shall be responsible for making arrangements to insure against any third party claims which may lie against the individual or organisation hiring the premises associated with its hire of the premises.
9. **ACCIDENTS AND DANGEROUS OCCURRENCES** The Hirer must report all accidents involving personal injury to a member of the Committee as soon as possible and record it into the Accident Report Book on the premises. Any failure of equipment belonging to the Hall or brought in by the Hirer or another party for the benefit of the Hirer must also be reported as soon as possible and recorded into the Faults Book on the premises. Certain types of accident or injury must be reported on a special form to the local authority.
10. **ANIMALS** The Hirer shall ensure that no animals (including birds) excluding guide dogs are brought onto the premises other than for a special event agreed by the Committee and no animals whatsoever are to enter the kitchen at any time. The Hirer shall ensure that any animal waste resulting from the hire is removed from the premises and grounds which must be left clean and safe.
11. **COMPLIANCE WITH THE CHILDREN ACT** The Hirer shall ensure that any activities including children comply with current legislation and regulations for the protection of children and vulnerable adults, and that only fit and proper persons have access to them and that they are supervised by the required ratio of adults. The Hirer will ensure that **unsupervised children** do not enter or use the kitchen, stage, grounds or car park. Groups must provide a current copy of their Policy covering protection of children and vulnerable adults when bookings are confirmed.
12. **FLY POSTING** The Hirer shall not carry out any fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of this condition.
13. **SALE OF GOODS** The Hirer shall, if selling goods on the premises, comply with the Fair Trading Laws and any code of practice used in connection with such sales and the Committee reserves the right to refuse permission for any sale of goods to take place during the hire of the premises.
14. **PAYMENT** of Single Hires or new Multiple Hires is due fully and immediately upon Confirmation of booking requests, by credit transfer to the bank account of Brookwood Memorial Halls at CAF Bank Limited only. Details (sort code and account number) will be added to the Confirmation message. Hires will be Cancelled if not paid promptly after confirmation. Established Multiple Hires will be invoiced separately in arrears at intervals decided solely by the Hall for settlement within 30 days from invoicing.
15. **CANCELLATION** If the Hirer wishes to cancel the booking within two weeks before the date of the event and the cancellation fee will be half of the hire fee. The Committee may vary this at its sole discretion.
16. **POLLING STATION** The Committee reserves the right to cancel this hiring in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election in which case the Hirer shall be entitled to a refund of any fee or deposit already paid.
17. **UNFIT FOR USE** In the event that the premises or any material part thereof is rendered unfit for the use for which it has been hired, the Committee shall not be liable to the Hirer for any resulting loss or damage whatsoever.
18. **REFUSAL OF BOOKING** The Committee reserve the right to refuse a booking without notice or to cancel this hiring agreement at any time before or during the term of the agreement upon giving 7 days notice in writing to the Hirer. The Hirer shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as having been paid by the Hirer to the Committee and the Committee shall not be liable to make any further payment to the Hirer.
19. **END OF HIRE** The Hirer shall be responsible for leaving the premises and surrounding area in a **clean and tidy condition, floor swept**, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions shall be properly replaced, clean and safe. The Hirer shall remove from the Hall premises all equipment and other materials brought into the Hall by the Hirer or whomsoever for use during the booking and shall **remove from the premises and grounds all refuse** arising from the booking. The Committee shall be at liberty to make an additional charge if this is not done. By booking for the **Extra Fee** options shown in the booking form, the Hall will arrange for either of tables, chairs and floors to be cleaned and stored, and-or cleaning of the cooker and provided trays. All damages to Hall equipment or premises, or faults or risks observed, must be reported promptly to a Committee member.
20. **NOISE** The Hirer shall ensure that the **minimum of noise** is made on arrival and departure of those attending the event. Furthermore, the Hirer shall ensure that noise levels on the premises and in the curtilage of the premises shall not cause a nuisance to the neighbouring properties. Amplified music must be suppressed by ensuring that curtains and windows are closed whilst in use to avoid disturbance to neighbours, Requests to lower noise should be enacted promptly, failing which termination of hire may result.
21. **TERMINATION OF HIRE** Any member of the Committee may instruct the **immediate termination of the hire** and immediate evacuation of the premises in the event that the terms and conditions of this agreement are not fulfilled in the opinion of the member.