# HAMPSTHWAITE MEMORIAL HALL Hollins Lane

Hampsthwaite, HG3 2EJ Reg Charity No. 523703 H.B.C. Licence No. WK/050606862

#### **Bookings:**

Email: Bookings@hampsthwaite.org.uk Web: www.hampsthwaite.org.uk/memorialhall/



| BOOKING FORM AND HIRE AGREEMENT   |  |  |  |               |  |  |
|---|--|--|--|---------------|--|--|
| Name of Hirer<br>(also name of any group)   |  |  |  |               |  |  |
| Address   |  |  |  |               |  |  |
| Contact telephone<br>(and email if available)   |  |  |  |               |  |  |
| Proposed use<br>(e.g. children's party)   |  |  |  |               |  |  |
| Date(s) of hire<br>(describe if regular hiring)   |  |  |  |               |  |  |
| Start and finish times  |  |  |  |               |  |  |
| Fee as agreed<br>(also state any conditions)  | £  |  |  |               |  |  |
| <b>Room(s) required</b><br>(state numbers expected and<br>requirements – e.g. sound,<br>lighting, stage, table<br>arrangements etc.)  | <ul> <li>Main Hall</li> <li>Kitchen</li> <li>Dining Root</li> <li>Sun Loung</li> </ul>   |  | <b>Numbers:</b><br>n/a   | Requirements: |  |  |
| <b>Regulated entertainment</b><br>(indicate which of the activities<br>listed are intended – note that<br>the Memorial Hall is not<br>licensed for all these activities<br>and, <u>if the Booking Secretary</u><br><u>agrees</u> , you may need to apply<br>for a Temporary Event Notice) | <ul> <li>The perform</li> <li>An exhibition</li> <li>An indoor set an in</li></ul> | mance of a play;<br>on of a film;<br>sporting event; | Yes / No<br>Yes / No |               |  |  |
| Sale of alcohol<br>(you <u>must</u> obtain the agreement<br>of the Booking Secretary)   | Do you wish to sell alcohol<br>(If yes, state the named person to be   |  | Yes / No<br>responsible for the bar)   |               |  |  |
| Will food be provided?  | Yes / No   | (if yes, state times)                                |  |               |  |  |
|   | (Continue requirements over if required)   |  |  |               |  |  |

Read the Standard Conditions of Hire and note in particular the following:

- Hirers must familiarise themselves with the Memorial Hall safeguarding policies and procedures including: Risk Assessment, Food, Fire and Internet safety. Hirers are responsible for the activity and behaviour of all those involved and in the event of damages must reimburse the Memorial Hall for any costs arising.
- The Hirer must ensure there is due consideration for those in neighbouring premises.
- Please leave the building as you found it and remove all rubbish from site.
- Key holders must switch off appliances and secure the premises immediately after the event.
- You agree not hold the Memorial Hall Management Committee responsible for any third party claims • arising from your event.
- Hirers are responsible for all setting up and equipment checks relevant to their event and reporting any issues.
- Hampsthwaite Memorial Hall is a non-smoking and non-vaping environment.

#### **Declaration/agreement**

I/we agree to the above and confirm we have read and agree to the Standard Conditions of Hire within

| Signed (Hirer):             | Print Name:   |                  | Date: |
|-----------------------------|---------------|------------------|-------|
| Signed (Booking Secretary): | Print Name:   | Mel Marshal      | Date: |
| HAMPSTHWAITE MEM            | /IORIAL HALL: | GENERAL FLOOR PL | AN    |







## HAMPSTHWAITE MEMORIAL HALL : STANDARD CONDITIONS OF HIRE

These Standard Conditions apply to all hiring of the Memorial Hall premises. If the Hirer is in any doubt as to the meaning of the following, the Bookings Secretary or other relevant person should immediately be consulted.

## 1. Parties to the Hire Agreement

- 1.1. The Hampsthwaite Memorial Hall Management Committee (the 'Management Committee') who delegate the day to day management of hiring to the 'Bookings Secretary'.
- 1.2. The person or organisation applying to use the Memorial Hall (the 'Hirer').

## 2. Supervision

- 2.1. The Hirer, not being a person under 21 years of age, will, during the period of the hiring, be responsible for the protection of the premises, its fabric and contents and the health, safety and behaviour of all persons using the premises, whatever their capacity.
- 2.2. As directed by 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.

## 3. Regulated entertainment and licences

3.1. The Hirer shall ensure that the Management Committee holds a licence which permits any intended licensable activity or regulated entertainment. If other licences are required in respect of any activity on the premises, the Hirer should seek approval from the Booking Secretary to apply for a suitable cover or provide evidence that they hold an appropriate personal licence.

3.2. Performances involving danger to the public or of a sexually explicit nature shall not be given.

## 4. Gaming, betting and lotteries

4.1. 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.

## 5. Film shows

- 5.1. Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.
- 5.2. Hirers should ensure that they have the appropriate copyright licences for film and similar recorded media.

## 6. Intoxicating liquor and illegal drugs

- 6.1. No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the express permission of the Bookings Secretary.
- 6.2. The Hirer shall ensure that in order to avoid disturbing neighbours and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity.
- 6.3. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises.
- 6.4. No illegal drugs may be brought onto the premises.

## 7. Noise and nuisance

- 7.1. The Hirer and organisers of events in the Memorial Hall are responsible for ensuring that the noise level of their functions is not such as to interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property.
- 7.2. The windows and doors at the rear of the Memorial Hall should not be left open after 10.30pm and any removal of equipment from the rear of the Memorial Hall beyond this time should be carried out quietly..

## 8. Public safety compliance

8.1. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Memorial Hall Procedures in Case of Fire, the Memorial Hall Health and Safety Policies and Procedures, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided, or which is attended by children or vulnerable adults.

## 9. Risk Assessment

- 9.1. The Hirer should familiarise themselves with the Memorial Hall Risk Assessment Procedure and consider the likelihood and consequences of any potential hazard.
- 9.2. A Risk Assessment Record must be completed for all Events, Projects, Activities or Tasks which are considered likely to generate a high risk.
- 9.3. Some Events, Projects, Activities or Tasks may require constant supervision and if assessed as very high risk, they should not proceed.

## 10. Health and hygiene

- 10.1. The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations and the Memorial Hall Food Safety Policy. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with current food safety regulations. The premises are provided with a refrigerator and thermometer.
- 10.2. Hirers should note that, unless agreed with the Bookings Secretary, they may not have exclusive use of the kitchen and that others may be preparing refreshments for another purpose at the same time.

## 11. Electrical appliance safety

- 11.1. 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 current legislation.
- 11.2. The Management Committee reserves the right to ban any item of equipment it deems unsafe or inappropriate for use on its premises.

#### 12. Accidents and dangerous occurrences

- 12.1. The Hirer must report all accidents involving injury to the public to the Bookings Secretary or, failing that, to a member of the Management Committee as soon as possible, and complete the Memorial Hall Accident Record.
- 12.2. Any failure of equipment belonging to the Management Committee or brought in by the Hirer must also be reported as soon as possible.

## 13.Explosives and flammable substances

- 13.1. The Hirer shall ensure that:
  - 13.1.1. Highly flammable substances are not brought into, or used in any part of, the premises and that;
  - 13.1.2. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Management Committee. No decorations are to be put up near light fittings or heaters.

#### 14.Insurance and indemnity

- 14.1. The Hirer shall indemnify, and keep indemnified, the Management Committee for the cost of repair of any damage done to any part of the premises, including its curtilage and contents, or injury to any persons, or any public nuisance which may occur during the hire period and as a result of the hiring.
- 14.2. The Hirer shall be responsible for making arrangements to insure themselves, as appropriate, against any third party claims which may lie against them whilst using the premises.
- 14.3. The Management Committee is insured against any claims arising out of its own negligence.

#### 15.Heating

15.1. The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

#### 16. Animals

16.1. The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Management Committee. No live animals whatsoever are to enter the kitchen at any time.

#### 17.Sale of goods

17.1. The Hirer shall, if selling goods on the premises, comply with Fair Trading laws and any code of practice used in connection with such sales.

#### 18. Cancellation

- 18.1. If the Hirer wishes to cancel the booking before the date of the event, the question of the payment of a cancellation fee shall be at the discretion of the Management Committee.
- 18.2. The Management Committee reserves the right to cancel this hiring by written notice to the Hirer in the event of:
  - 18.2.1. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
  - 18.2.2. the Management Committee reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the premises as a result of this hiring;
  - 18.2.3. the premises becoming unfit for the use intended by the Hirer;
  - 18.2.4. an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
  - 18.2.5. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Management Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

#### 19. End of hire

19.1. The Hirer shall be responsible for removing waste and litter and leave the premises and surrounding area in a clean and tidy condition and properly locked and secured, unless directed otherwise by the Bookings Secretary, and replace any contents temporarily removed from their usual stored positions.

#### 20. Stored equipment

20.1. The Management Committee 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 as a result of the hiring must be removed at the end of each hiring unless agreed otherwise with the Bookings Secretary.

#### 21.No alterations

21.1. No alterations or additions may be made to the premises nor may any fixtures be installed or placards, posters, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Bookings Secretary.

#### 22.No rights

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