

## **HIRE AGREEMENT for The Constable Memorial Hall**

1. Between: Constable Memorial Hall Management Committee (CMHMC):  
c/o The Constable Memorial Hall, Gandish Road, East Bergholt, CO7 6TP Tel: \*\*\*\*\*

2. And **Hirer**

3. Licence (TENS) required YES/NO.....

4. Hire period to include set up and clear up time

5. Hiring fee includes lighting and heating, and use of tables, chairs and kitchen

***An Indemnity deposit of £200 is required. The Committee will, within 28 days of the termination of the period of hire, repay such deposit to the Hirer less the sum of rectifying any damage or extra cleaning required to the hall/and or contents thereof, its car park or surrounding area caused as a result of the hiring. The decision of the CMHMC in all matters concerning the hall is final. If the key fob for the entrance doors is not returned or any internal key is lost, £10.00 per item will be deducted from the Indemnity.***

***Please advise if PA System/Projector is required.***

The Constable Memorial Hall Management Committee (CMHMC) permits the Hirer [2] to use the areas of The Constable Memorial Hall for the purpose[s] and period[s] described on the booking form.

***By booking The Constable Memorial Hall facilities you are making a legally binding contract that obliges you to abide by these conditions and to pay the hire and other charges as set out on the The Constable Memorial Hall website. These conditions are intended to balance and protect the interests of all users, the residents of East Bergholt and the Hall itself and to ensure so far as is possible that all activities are safe and within the law. Whilst the Village Hall Committee will always endeavour to provide safe facilities and maintain reasonable standards of cleanliness it must be appreciated that the Hall premises are not subject to full-time supervision and cleaning and that all users have to rely upon mutual co-operation and consideration.***

I confirm I am over 21 years of age.

The hirer must be present for the whole period of hire.

**PLEASE PRINT OUT A COPY OF THIS AGREEMENT/TERMS AND CONDITIONS FOR YOUR FUTURE INFORMATION**

## **CONDITIONS OF HIRE for The Constable Memorial Hall**

*For the purposes of these conditions, the term **Hirer** shall mean an individual or, where the **Hirer** is an organisation, the authorised representative. The **Hirer must** be 21 years or over. The term Constable Memorial Hall Management Committee or its representative is abbreviated to CMHMC.*

### **1. RESPONSIBILITY**

The **Hirer**, not being a person under 21 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met. The **Hirer** will, during the Hiring, be responsible for the supervision of the Hired Premises, the fabric and contents, their care, safety from damage however slight or change of any sort and the behaviour of all persons using the Hall in connection with or arising from the Hiring whatever their capacity. Failure to comply with this condition may result in a charge being deducted from the Hirer's prepaid indemnity cover to cover additional costs plus a callout fee of not less than £30 (including setting off the fire alarm). **The Hirer** will be invoiced for any additional cost over and above the Indemnity charge advised on Page 1 of this agreement.

The **Hirer** is also responsible for proper supervision of car-parking arrangements and vehicle activity so as to avoid obstruction of all entrances and exits in Gandish Road, footpaths and the highway. **The Hirer** is responsible for ensuring that there is no parking in Gandish Road in order to allow access for emergency services e.g. fire engines and also access to the Playing Fields.

Users are requested not to congregate at the front of the building to avoid disturbance to our neighbours. **The Hirer** shall ensure that the minimum of noise is made on arrival and departure and to ensure that any noise during the hire period is kept to a minimum out of respect for nearby residents. This is especially relevant to dances and parties.

Where a booking is made on behalf of a group or organisation which is not an Approved User, the **Hirer** will be personally liable under the Agreement.

The CMHMC accepts no responsibility for property brought onto Hall premises.

The CMHMC reserves the right to make further enquiries about the purpose of the hiring, and to request references and/or guarantors where the **Hirer** is not known to the Committee.

### **2. USE AND PURPOSE**

The **Hirer** shall not use the Hired Premises for any purpose other than that described in the Agreement and shall not sub-hire or use the Hired Premises or allow the Hired Premises to be used for any unlawful, hazardous or dangerous purpose or in any unlawful, hazardous or dangerous way nor do anything or bring into or onto the Hall any flammable liquids or gases or anything which may endanger the same or prejudice cover under any insurance policy in respect thereof. **Where the Hiring is of only a part of the Hall, the Hirer shall neither use nor permit to be used any other part of the Hall other than the Common Parts nor shall the Hirer permit anything to be done or not done which interferes with the proper use of any other part of the Hall by another hirer.** Tables, chairs and other equipment the property of the Hall may not be removed from Hall premises or used outside without the permission of a member of the CMHMC or its representative. The **Hirer** shall not have any lighted candles or other naked flames in the building.

**Social events of any nature and in respect of which a charge whether in money or other form is made for admission must be disclosed by the Hirer as such in the Agreement. Such hiring's are subject to review and may be declined without further reason or accepted by the Hall on such further conditions as the CMHMC may in its absolute discretion determine.**

### **3. TEMPORARY EVENT NOTICES**

The **Hirer** will indicate whether or not a TENS is required for the sale of alcohol. **The Hirer** will then be responsible for obtaining a Temporary Event Notice (TENS) from the Licensing authority for the sale of intoxicating liquor. A copy of this license must be given to the Bookings Secretary at least 14 days prior to the hire date. Failure to do so may result in cancellation of the hiring without compensation because there is a limited number of TENS which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the CMHMC and local voluntary organizations.

#### **4. CONSUMPTION OF ALCOHOL**

**No alcohol, whether to be sold or not may be brought onto the Hall premises without the prior approval of the CMHMC.**

**No alcohol is to be sold, delivered to, brought into the Hall or consumed by anyone under 18 years of age (a PASS proof-of-age card, photo driving licence or passport can be accepted as proof of age). The Hirer will be committing a criminal offence if this occurs.**

**It is an offence to sell alcohol (or knowingly to allow a sale) to a person under 18 years of age or for them to purchase (or attempt to purchase) alcohol. Those attempting to purchase alcohol who are under 18, buying for someone under 18 or who are drunk or buying for a drunk person, are also guilty of an offence.**

**No alcohol is to be sold to anyone who appears to be drunk or who is buying for someone who appears drunk. Drunk and disorderly behaviour is not permitted inside the Hall or in the surrounding vicinity.**

**If a bar is required the hirer should contact the bar manager, Mr Alan Cross, on 01206298133. The bar is run and managed by the East Bergholt Community Council**

**Smuggled goods must not be sold or kept on the premises. Alcohol purchased duty-free or duty-paid and imported from mainland Europe is purchased for 'personal consumption' and must not be sold.**

**Sale of alcohol by a person aged under 18 is not permitted.**

#### **5. PARTIES FOR 21 YEAR OLDS AND UNDER**

Requests for the above parties for which alcohol is required will not be permitted for **Hirers** living outside East Bergholt. For residents of East Bergholt, the booking will still not be permitted unless the potential **Hirer** is personally known to a Committee member or Trustee and good conduct can be guaranteed including assurance of supervision by a minimum of 4 adults (for up to 50 attendees) or 6 adults (for 50 to 100 attendees) who are over the age of 25 years, at all times and in agreement with all conditions of this Hire Agreement.

#### **6. DRUGS**

**Drugs of any classification are not allowed on the hall premises or surrounding grounds. If you suspect that anyone is taking or supplying drugs inform the police.**

#### **7. SMOKING**

Under existing legislation, no smoking is allowed in any part of the Hall. It is the **Hirers** responsibility to ensure that this is enforced. **The Hirer** will be the person named if any prosecution is made because this legislation was ignored. Anyone who smokes outside the building must dispose of all cigarette ends, matches etc. safely and without littering the ground outside..

#### **8. LICENSES AND PERMISSIONS**

The Village Hall has a Premises Licence from Babrgh District Council authorising the following regulated entertainment and licensable activities at the times indicated:

- (a) Dancing and the performance of dance
- (b) The exhibition of films
- (c) Making music and the performance of live music
- (d) The performance of recorded music
- (e) The performance of plays

Between 10:00 AM to 11.30PM, Monday to Sunday inclusive.

#### **9. INSURANCE AND INDEMNITY**

The **Hirer** shall be liable for:

- A. the cost of repair of any damage (including accidental and malicious damage) done to any part or contents of the hired area of the premises including the curtilage.

- B. all claims, losses, damages and costs made against or incurred by the CMHMC, their employees, volunteers, agents or invitees in respect of damage or 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**, and all claims, losses, damages and costs made against or incurred by the CMHMC, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the **Hirer**.
- C. The **Hirer** shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organization if acting as a representative) whilst using the hall. (The hall is insured against any claims arising out of its own negligence).

'Profit Making' groups and Commercial organizations are not covered under the The Constable Memorial Hall Employers or Public Liability insurance. It is the responsibility of **The Hirer** to ensure they have their own insurance which should cover not only Public Liability but cover for theft or damage of their own property as well as the property and buildings belonging to The Constable Memorial Hall.

#### 10. COMPLIANCE WITH THE CHILDRENS ACT 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 any subsequent legislation passed after the above date and that only fit and proper persons have access to the children. It is the responsibility of the **Hirer** to ensure that adults hired to entertain children of any age have passed the appropriate legal and security checks.

#### 11. LOCAL PERMISSIONS AND AUTHORITIES

**The Hirer** shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Borough Authority, and the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

#### 12. CAPACITY

**The maximum** number of persons to be admitted to the hall including staff, hirers and invitees should not exceed:

- **HALL**
  - a. Disco or Dance 100 persons
  - b. Closely seated audience 100 persons
  - c. Functions utilizing seating at tables 80 persons
  - d. Functions combining both a. and c. 80 persons
  
- **COMMITTEE ROOM** Seated 15 persons
  
- **Benneworth Lounge** Seated 40 persons
  
- **Functions using the whole ground floor** 120 persons

If the hirer requires more attendees than indicated above, please contact the Bookings Secretary.

#### 13. GAMING, BETTING AND LOTTERIES

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, and those responsible for functions held in the village hall must ensure that the requirements of the relevant legislation are strictly observed.

#### 14. NO ALTERATIONS

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior approval of the Booking Secretary. The cost of repairing any damage caused by any of the above to the building will be deducted from the Indemnity pre-paid to the hall.

#### 15. HEALTH AND SAFETY

The **Hirer** shall ensure that all activities are conducted in a safe and properly supervised manner with sufficient numbers of attendants and supervisors present at all times having regard to the age of those present and the activities being

undertaken. The **Hirer** must ensure that throughout the Hiring a person competent to administer first aid is in attendance and that an adequate first aid kit is available.

A First Aid Kit is available both kitchens. In the event of an accident, the accident book in the kitchen **must** be completed by the **Hirer** and the Booking Secretary be personally advised as soon as possible.

**The Hirer** must familiarize themselves with the Safety Procedures situated by the Fire Exits, the position of all fire extinguishers, fire blanket (in the kitchen), 1<sup>st</sup> Aid Box and all escape routes. **The Hirer** must not block any Fire Exits on the premises. **The Hirer** must be aware where all the fire exits and alarms are and how to operate the Fire Doors. **The Hirer** should advise the Hall Administrator immediately if any problems concerning Health and Safety are found, as well as any suggestions as to ways Health and Safety can be improved.

#### **16. HEALTH AND HYGIENE – THE FOOD HYGIENE (ENGLAND) REGULATIONS**

The **Hirer** shall, if preparing, serving or selling food, observe the most recent legislation. 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 which must be emptied at the end of every hiring. Courts can impose penalties ranging from £120.00 to £450,000.00 (at the time of writing) depending on the seriousness of the offence and it is higher for individuals.

#### **17. ELECTRICAL APPLIANCE SAFETY**

**The Hirer** shall ensure that any electrical appliances brought by him to the premises and used there shall be safe, in good working order and used in a safe manner. All electrical appliances belonging to the hirer must be checked annually to ensure they meet current safety standards.

#### **18. NOISE LEVELS**

It is the responsibility of the **Hirer** to ensure that noise levels are kept to a minimum out of respect to local residents.

#### **19. TERMINATION BY CMHMC, TRUSTEES, ADMINISTRATOR**

The CMHMC may cancel or terminate without notice and without refund or compensation any Hiring which in the opinion of the CMHMC, its representative or Trustees, is or may be in breach of all these conditions or in respect of which any information given by or on behalf of the **Hirer** is false in any material particular. In an emergency such notice may be given by any of the above named and may be by way of oral or written communication to the **Hirer** by written notice affixed to the Hired premises. This termination could take place within the period of hire if the conditions of this Hire Agreement are not being kept (ie bad behaviour of the attendees or damage to the hall or surrounding area).

#### **20. TERMINATION BY COMMERCIAL HIRER ON LONG TERM CONTRACT**

If the **Hirer** wishes to cancel their long term contract, they must advise the Booking Secretary 4 weeks prior to the contract being cancelled. No hire fee will be returned for the remaining part of the contract unless the required 4 weeks notice is given.

No fee will be returned if the **Hirer** decides not to use the hired premises during the hire period provided the hall is 'fit for use'.

#### **21. CANCELLATION OR CHANGE OF DATE**

If the **Hirer** wishes to cancel the Hiring and the Booking Administrator is unable to conclude a replacement booking, the question of the payment or the refund of the Hire Charges shall be at the discretion of the Booking Secretary.

**22.** The CMHMC will accept no responsibility for the safety of any equipment, food or drink left in the hall either before or at the end of the period of the hire. This should be removed at the end of the period of the hire by the **Hirer**.

**23.** **The Hirer** should be aware that other areas of the Hall may also be in use at the time of your hire.

**24.** **The Hirer** shall ensure that **no** animals (except guide dogs) are brought into the hall other than for a special event agreed by the CMHMC. **No animals are to enter the kitchen at any time.**

**25.** **The Hirer** shall ensure that **no dry ice or smoke machines** are used without first asking the Booking Secretary.

**26.** The CMHMC reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary, European or Local Government election or by-election, in which case the **Hirer** shall be entitled to a refund of any monies already paid.

**27.** At the end of the hiring, the **Hirer** shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured, lights switched off, the alarm reset (unless directed otherwise) and any contents temporarily removed from their usual positions properly replaced, otherwise the committee shall be at liberty to make an additional charge. This will be deducted from the prepaid indemnity cover.

**The Hirer** is responsible for the removal of any bulk rubbish from the premises. No loose rubbish may be left outside. Failure to do so will also result in a charge being deducted from the prepaid indemnity cover. Empty bottles, cans and cardboard boxes must not be left in the Hall and should be taken away by the **Hirer** to be recycled.

**28. In the event** of the Hall or any part thereof being rendered unfit for the use for which it has been hired, the Committee shall not be liable for the Hirer for any resulting loss or damage whatsoever. The hire fee will be returned if the hall cannot be used through no fault of the **Hirer**.

**29.** An assortment of crockery in the main kitchen is provided free of charge. However, if better quality crockery is required for wedding receptions and parties etc, this can be hired for an additional charge – please ask the Booking Secretary for further information.

**30.** All Hirers **MUST** advise the Hall Administrator of any accidents that occur during their hire – regardless of how small the accident may be. The Accident Book is located just inside the door to the main kitchen and must be completed for all accidents.

### **31. FIRE AND FIRE EVACUATION PROCEDURE**

The **Hirer** must nominate a fire officer whose responsibilities are to include ensuring that the emergency lights are on, fire doors closed and fire exits clear. The fire officer must be aware of the location and use of fire equipment, the evacuation procedures and location of the nearest telephone. The fire warning control panel is located in the main entrance hall on the right hand wall just before leaving the hall. At the first sign of a fire or smell of smoke, immediately press the nearest fire alarm (a plan showing the position of fire alarms and fire extinguishers can be found in the Health and safety guidelines which is kept on the shelf in the cleaning cupboard in the main kitchen).

### **DO NOT TRY TO EXTINGUISH THE FIRE YOURSELF UNLESS IT IS A SMALL ISOLATED FIRE.**

Supervise the evacuation of all people in your party/class keeping in mind all those with disabilities including hearing and eyesight problems.

Before leaving the premises, try and check all areas including all 3 toilets, small committee room, boiler room and kitchens to ensure that everyone has been evacuated from the hall.

The Fire Meeting Point is at the far end of the car park. Check off the names of all your party/class to ensure that everyone is present and accounted for.

Dial 999 and call the Fire Brigade. If you do not have a mobile phone, ask the residents in one of the neighbouring houses to do this for you.

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