

WOODCHURCH MEMORIAL MAIN HALL, ANNEXE & MEETING ROOM

LETTING CONDITIONS

Registered Charity Number: 1194883

MAIN HALL: Maximum Capacity closely seated: 150. With tables: 90 persons

ANNEXE: Maximum Capacity: 120

TOTAL: 270

MEETING ROOM: Maximum Capacity: 12

If you are in any doubt as to the meaning of any of the Conditions of Hire, you must seek clarification from the Secretary or Booking Clerk.

1. Age

The Hirer being not under 18 years of age, shall be responsible for ensuring that all conditions under these Letting Conditions are met.

2. Supervision

The Hirer hereby accepts responsibility for being in charge of, and being on, the premises at all times during the period of the hire.

You are responsible for:

- (i) Supervision of the premises, the fabric and the contents;
- (ii) Care of the premises, safety from damage however slight; and
- (iii) The behaviour of all persons using the premises whatever their capacity.

You must make good or pay for all damage (including accidental damage) to the premises and hall grounds or to the fixtures, fittings or contents and for loss of contents.

3. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in these Letting Conditions and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the premises or render invalid any insurance policies covering the premises.

4. Insurance and Indemnity

(i) You are liable for:

(a) Costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents.

(b) Costs arising from accidental and malicious loss or damage, and for loss or damage arising out of your negligence to any equipment.

(c) All claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including storing equipment) and your use of our Wi-Fi service, and

(d) All claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our Wi-Fi service, and subject to subclause (ii), you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to insure the liabilities described in subclauses (i) (a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in subclauses (i) (c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

(a) Any insurance excess incurred and

(b) The difference between the amount of the liability and the monies we receive under the insurance policy.

(iii) Where we do not insure the liabilities described in subclauses (c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Booking Clerk.

No liability will be accepted by the Hall Committee in respect of injury, loss or damage to persons or property of users of the Main Hall, Annexe or Meeting Room for Commercial purposes whether due to failure in heating and/or lighting arrangements or to any other cause whatsoever.

Notwithstanding anything stated in above, any person having a claim to make against the Memorial Hall insurers must make such claim in writing within 3 days of the occurrence.

If permission for the use of a bouncy castle has been given, a copy of the supplier's Public Liability Insurance cover must be shown to the Booking Clerk at least seven days before the hire date, and Hirers must check that the equipment is PAT tested.

5. Gaming, Betting and Lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

6. Music Copyright Licensing

The Premises holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL). Where appropriate commercial hires must hold such licence(s).

7. Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This agreement confers that permission.

8. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. You must have our written permission for the showing of a film under the Deregulation Act 2015. This agreement confers that permission.

9. Safeguarding Children, Young People, and Adults at Risk

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Services (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur.

By agreeing to these Letting Conditions you also agree that you will comply with the Memorial Hall's own Safeguarding Policy, and Equality and Diversity Policy which can be found [here](#).

10. Public Safety Compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is provided or which is attended by children. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however minor, and give details to the Caretaker.

(i) It is the responsibility of the hirer to ensure they familiarise themselves with the following safety considerations and convey the same to all persons using the Premises during the hire period:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Premises.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box.

A plan showing the location of fire extinguishers, fire exits and assembly points is displayed in the lobby of the Main Hall and Annexe and on the wall of the Meeting Room, hirers should ensure they have studied this.

(ii) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That there are no obvious fire hazards on the Premises.

(iii) The number of persons in the Main Hall, Annexe and Meeting Room at any time during the hire period should not exceed the number stated at the top of this document and in no circumstances must it exceed the overall stated capacity.

11. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are a disturbance for local residents.

12. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

You must ensure that in order to avoid disturbing neighbours of the premises and avoid violent or criminal behaviour:

- (i) No one attending the event consumes excessive amounts of alcohol.
- (ii) No illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. A person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way must be asked to leave the premises in accordance with the Licensing Act 2003.

13. Alcohol Licence

Alcohol cannot be sold on the premises without the appropriate licence.

The permission of the Committee to sell or consume excisable or intoxicating beverage on the premises must be obtained before applying to Ashford Borough Council for the necessary licence and the licence must be produced to the Secretary or Booking Clerk prior to the function. Where a licence has been granted no tickets will be sold at the Main Hall or Annexe doors whilst the function is in progress. All licenced functions will be by ticket only.

14. Food, Health and Hygiene

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

All cooking must be carried out in the kitchen using the installed cooking equipment.

15. Electrical Appliance Safety

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work

Regulations 1989. All Electrical Appliances brought into the Main Hall or Annexe or any other part of the premises, for use by Hirers must carry a current PAT sticker.

16. Stored Equipment

The Memorial Hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees may be charged for each day or part of a day at the Hire Fee per hiring until the same is removed. Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring may result in the Memorial Hall management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

17. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposed of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire, ideally in the cigarette butt bin provided.

18. Accidents and Dangerous Occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book.

19. Explosives and Flammable Substances

You must ensure that:

- (i) Highly flammable substances are not brought into or used in any part of the premises.
- (ii) No temporary internal decorations of a combustible nature are erected without our consent.

20. Animals

Animals coming into the hall must be kept under control at all times. No animals are allowed to enter the kitchen.

21. Fly Posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

22. Commercial Hire of the Hall for the Sale of Goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Price.

23. Wi-Fi Services

When using the Wi-Fi service you agree at all times to be bound by the following provisions:

- (i) Not to use the Wi-Fi service for any of the following purposes:
 - (a) Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;

- (b) Transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
- (c) Interfering with any other persons use or enjoyment of the Wi-Fi services; or
- (d) Making, transmitting or storing electronic copies of materials protected by copyright without permission of the owner;
- (ii) To keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

24. Termination of Wi-Fi Service

We have the right to suspend or terminate our Wi-Fi service immediately in the event that there is any breach of any of the provisions of these standard conditions including without limitation:

- (i) If you use any equipment which is defective or illegal;
- (ii) If you cause any technical or other problems to our Wi-Fi service;
- (iii) If, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service;
- (iv) If you resell access to our Wi-Fi service.

25. Availability of Wi-Fi Services

(i) Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times.

(ii) It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory, storage and any other limitations in your device. Our Wi-Fi service is only available to your device when it is within the operating range of the Premises.

(iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our Wi-Fi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

26. Privacy and Data Protection

- (i) We may collect and store personal data through your use of our Wi-Fi service.
- (ii) We may process all information about you which is provided in relation to our Wi-Fi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the Wi-Fi service.
- (iii) By using our Wi-Fi service, you agree to the terms of this clause 26.

27. Cancellation

There is a non-refundable Booking Deposit of £20. This Booking Deposit is forfeited for any cancellation except for the circumstances described in subclauses (iii) (a), (b) or (c) below. The Booking Deposit will be used as part of the Damage Deposit described in Clause 33.

(i) If you create your Booking Request **28 or more days** before your Hire Date, the Booking Deposit must be paid within 7 days of the invoice being issued otherwise your booking will be cancelled. The balance of the invoice must be paid 28 days before the Hire Date otherwise we will remind you and if you do not respond, we will cancel the booking and you will forfeit the Booking Deposit.

If you cancel your booking 28 or more days from the Hire Date, you will be refunded all monies you have paid less the Booking Deposit.

If you cancel your booking 27 or fewer days from the Hire Date, you will forfeit the Booking Deposit or the full Hire Fee, whichever is greater. You will be refunded any monies you have paid for additional items such as Electric Cards and Tablecloth Hire.

(ii) If you create your Booking Request **27 or fewer days** from the Hire Date, you must pay the full value of the invoice within 3 days of its issue, otherwise your booking will be cancelled. If you pay the invoice then subsequently cancel your booking, you will forfeit the Booking Deposit or the full Hire Fee, whichever is greater. You will be refunded any monies you have paid for additional items such as Electric Cards and Tablecloth Hire.

(iii) We reserve the right to cancel this Agreement by giving you written notice in the event of:

(a) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;

(b) the premises becoming unfit for your intended use;

(c) 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.

In any such case you will be entitled to a refund of any monies already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

(iv) We reserve the right to cancel this Agreement by giving you written notice in the event of our reasonably considering that (1) such hiring will lead to a breach of these Letting Conditions, or licensing conditions if applicable, or other legal or statutory requirements, or (2) unlawful or unsuitable activities will take place at the premises as a result of this hiring. In any such case you will not be entitled to a refund of any monies already paid except for additional items such as Electric Cards and Tablecloth Hire, and we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

28. End of Hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge. All equipment used must be cleaned, dried and properly put away after use for the convenience of other users. If the cooker is not cleaned after use there will be a charge of £40.00. All floors throughout must be cleaned using the scissor mop and/or vacuum cleaner and washed if necessary. The kitchen floor and surfaces must be left clean. All the toilets and the entrance hall must also be left clean. The Caretaker must be informed if any fabric covered chairs become stained, or any breakages of equipment or crockery or any other damage to Main Hall, Annexe or Meeting Room property occurs.

The Main Hall, Annexe and Meeting Room must be left in a clean and tidy condition at the end of the hire period. Before leaving the Main Hall, Annexe and Meeting Room Hirers must ensure that all electrical appliance switches are turned off including those for the ceiling heaters and all lights, all windows and fire doors are securely shut, all water taps turned off and all outside doors are locked securely. Any keys borrowed from the Caretaker should be returned immediately after the event is finished, unless otherwise arranged prior to the event. A member of the Hall Committee will check the premises at the end of the Hire. If the Premises is still in use, or not clean and tidy, Woodchurch Memorial Hall will withhold all or some of the Damage Deposit as appropriate, and may invoice for additional remedial action, such as cleaning or repairs, as required.

29. No Alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures of placards, decorations, or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alternation, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them, and you must make good to our satisfaction any damage you cause to the premises by such removal. No nails, screws, staples, tape etc may be fixed to any part of the Main Hall, Annexe or Meeting Room or their fittings. Temporary decorations such as balloons, bunting etc are permitted so long as they are only tied to existing hall fittings, e.g. curtain tracks.

30. No Rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other rights of occupation on you.

31. Keys

Regular hirers and clubs can request a personally issued key for either of the halls. A returnable Key Deposit of £13 will be charged for each key.

If personally issued keys are lost a replacement key fee of £20 will be payable.

32. Woodchurch Primary School Emergency Meeting Point

If Woodchurch Primary School is unable to use its first emergency meeting point of All Saints Church, then the staff and pupils will relocate to Woodchurch Memorial Hall. In the event of this happening during your hire you must vacate the Main Hall and Annexe immediately when asked by a member of the school staff or a representative of the Memorial Hall.

33. Hire Fees and Deposits for One-off Hires

A non-refundable Booking Deposit of £20 is charged to secure the booking when it is initially made. This Booking Deposit must be paid within seven days of the invoice being issued (or within three days if your Hire Date is under 28 days away) otherwise we may cancel the booking. The Booking Deposit will be used as part of the Damage Deposit.

The balance of the invoice comprising the Hire Fee, Damage Deposit, cost of electric cards and any other charges must be paid in full at least four weeks before your event otherwise your booking will be cancelled and you will incur a cancellation charge as described in Clause 27.

On the day of your event, the Damage Deposit protects Woodchurch Memorial Hall against the possibility of damage or non-compliance with these Letting Conditions. All damage must be reported to the Caretaker and will be invoiced to the Hirer if the value of the damage is greater than the Damage Deposit.

The Damage Deposit may be waived or reduced at the Committee's discretion.

Refundable Damage Deposits for Each Hall

If you hire the Main Hall and Annexe together you will have to pay a Damage Deposit for each Hall.

<u>Event</u>	<u>Damage Deposit Amount for each Hall hired</u>
Daytime Parties and Meetings	£50
Evening Parties, Commercial or Private Events	£150
Weddings	£200
New Year's Eve	£300

Electric Cards for Heating and the Main Hall Cooker

Heating and cooking in the Main Hall and heating in the Annexe are via a card payment meter. You will be supplied with plenty of electric cards for the meter(s) when you collect the key(s) on the day of your event. Cards cost £6 for each whole card used, £3 for each half card used. You will be invoiced for some cards (with the Deposit and Hire Fee) in advance and/or the cost of electric cards that you use will be deducted from your Deposit. You only pay for the cards that you actually use.

Please clean up after your event and leave the premises as you found them.