

## SHIPLAKE MEMORIAL HALL - TERMS & CONDITIONS OF HIRE

### General

#### 1. Who we are

We are a Charitable Incorporated Organisation and our registration number is 1182572. Our address is: Shiplake Memorial Hall, Memorial Avenue, Shiplake, Oxfordshire, RG9 4DW. Our website address is: <https://www.shiplakehall.com>

#### 2. These Terms & Conditions

These terms and conditions apply to all hiring of the Shiplake Memorial Hall (SMH) including the kitchen, small meeting room and field. If the hirer is any doubt as to the meaning of the following, an authorised representative of SMH, should be consulted.

### Hiring the Hall

#### 3. Age

No person under the age of 18 is permitted to hire the hall. No bookings of SMH are permitted for Teenage Discos or parties, except with the written permission of the Trustees.

#### 4. Responsibilities

The Hirer is responsible 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.

#### 5. Supervision

The Hirer shall, during the period of the hire, be responsible for: 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. As directed by the SMH Representative, 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.

#### 6. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Hire Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way, nor use the premises or allow the premises to be used for any purpose that may be reasonably construed as inappropriate for a village hall or which might bring the SMH into disrepute, nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

## **7. Insurance and Indemnity**

- 1) The Hirer shall indemnify and keep indemnified each trustee of the SMH and the SMH's employees, volunteers, agents and invitees against:
  - (a) the cost of repair of any damage done to any part of the premises including the curtilage, garden, field thereof or the contents of the premises
  - (b) all claims, losses, damages and costs 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
  - (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- 2) Where the Hirer is a Commercial entity then the Hirer shall hold adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 5.1) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the SMH Representative. Failure to produce such policy and evidence of cover will render the hiring void and enable the SMH to rehire the premises.
- 3) The SMH is insured against any claims arising out of its **own** negligence.

## **8. Smoking**

No smoking is permitted inside the building. The Hirer shall ensure that they and their Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire. There are cigarette receptacles both to the front of the building and by the main doors to the garden. The garden is used by children so please don't leave any cigarette butts lying around.

## **9. Maximum capacity and supervision**

The number of people in the hall and kitchen must not exceed 200 in total. For events involving persons under the age of 18 there must be a minimum of 1 adult acting in a supervisory role for every 15 persons under the age of 18 present.

## **Bookings**

### **10. Period of Hire**

The hire period must include time for set up and clear down, including cleaning and any time required to set out and clear any tables and chairs. Hirers shall not use (and may not have access to) any part of the hall complex outside the booked period. Any occupancy of the hall outside the booked period may incur extra charges. Details of the hire will be

recorded in the Hallmaster system and may be viewed by the hirer logging into their hall account, or by requesting the information from the Bookings Team.

#### **11. Status of Booking**

All bookings are provisional only, until

- a) the Hirer has paid 25% of the Hiring Fee
- b) the Hirer has confirmed acceptance of these Terms & Conditions and any Special Conditions that may apply, and
- c) the Hirer has been advised in writing or by e-mail that the booking is confirmed.

The hall and facilities will be reserved against a provisional booking for a period of 14 days from the initial enquiry, or such other period as may be agreed between the Hirer and the Bookings Manager. If the booking is not confirmed within this period then the Trustees reserve the right to offer the facilities of the SMH during the requested hire period, or any part of it, to another hirer.

If the published hire charges change before a booking is confirmed then the revised charges shall apply to the booking.

#### **12. Payment**

A non-refundable Booking Deposit of 25% of the Hiring Fee must be paid before the booking is accepted as a Confirmed Booking. Full payment, together with the required damage deposit, is due 14 days before the date of the event.

Payment should be made by cheque – payable to SHIPLAKE MEMORIAL HALL - or by transfer to the Hall's Bank account as follows:

Account Name: Shiplake Memorial Hall

Sort Code: 20-65-20

Account Number: 73576914

#### **13. Damage Deposit**

Hirers shall pay a Damage Deposit at least 14 days prior to the start of the Hire Period.

The Damage Deposit will be refunded within 28 days of the termination of the Hire Period provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the SMH about noise or other disturbance during the period of the hiring as a result of the hiring.

If there are any payments outstanding, or if there are any additional charges due as a result of a change in the facilities required or of occupation outside the Hire Period, the Trustees shall be entitled to deduct these outstanding payments or charges from the Damage Deposit.

#### **14. Licences**

If any licences are required in respect of any activity in the SMH it is the Hirer's responsibility to ensure that the relevant licences are either held by the SMH or held / obtained by the Hirer.

## 15. Cancellation

- 1) Cancellation of Confirmed Bookings more than 28 days before the Hire Period is due to commence will incur no further charge (though the Booking Deposit will not be refunded).
- 2) Cancellation of a booking within 28 days of the Hiring date will incur a further charge of 25% of the Hiring Fee. However, if the Booking Team are able to find another hirer for the booked facilities and hire period then, at the SMH Trustee's sole discretion, part or all of this payment may be waived.
- 3) The SMH reserves the right to cancel this hire by written notice to the Hirer 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 SMH reasonably considering that:
    - (i) such hire will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
    - (ii) unlawful or unsuitable activities will take place at the premises as a result of this hire
  - (c) in the case of filming work, failure to provide a detailed risk assessment and evidence of insurance a minimum of 7 days before the hire is due to commence
  - (d) premises becoming unfit for the use intended by the Hirer
  - (e) 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.
- 4) In any of the cases in 3) the Hirer shall be entitled to a refund of any deposit already paid, but the SMH shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## Using the Hall

### 16. 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. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises. Music must cease 30 minutes before the end of your booked hire time or 11.30pm – whichever is the earlier. Failure to comply with this requirement will incur a charge of £200. (Please note that power to the 13A sockets in the hall and on the stage cuts-off automatically at 11.30pm).

## **17. 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.

## **18. Recorded Music**

The SMH holds a licence with the Performing Rights Society (PRS) for the performance of recorded music. To avoid double payment of fees to the PRS, if the Hirer holds a PRS licence then this shall be notified to the Trustees and the activity shall be deemed to have been covered by the Hirer's PRS licence.

## **19. Sale of Alcohol**

The SMH has a licence for the sale of alcohol between the hours of Mon – Thurs 1800-2200; Fri – Sat 1800-2300. This licence is restricted to local organisations approved by the Trustees. A charge will be made each time the SMH's alcohol license is used. Approved local organisations wishing to sell alcohol outside the hours of the SMH's alcohol license must issue a Temporary Event Notice (TEN) to South Oxford District Council (SODC). All other hirers wishing to sell alcohol must issue a TEN to SODC.

## **20. Public Safety Compliance**

- 1) The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.
- 2) The Hirer shall read and follow the instructions in the "Fire Precautions Checklist" (provided as part of the Hirer Information Pack and also posted in the Hall) in respect of: the following matters:
  - (a) The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
  - (b) The location and use of fire equipment.
  - (c) Escape routes and the need to keep them clear.
  - (d) Method of operation of escape door fastenings.
  - (e) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- 3) The Hirer shall check the following items:
  - (a) That all fire exits are unlocked and panic bolts in good working order.
  - (b) That all escape routes are free of obstruction and can be safely used.
  - (c) That any fire doors are not wedged open.

- (d) That exit signs are illuminated (the sign above the exit to the nursery garden is illuminated if a power failure occurs.)
- (e) That there are no obvious fire hazards on the premises.

## **21. Means of Escape**

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

## **22. Outbreaks of Fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the SMH bookings team.

## **23. Health and Hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. 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 large refrigerator.

## **24. Electrical Appliances**

- 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 the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.
- 2) The Hirer shall ensure the aggregate consumption of all electrical appliances does not exceed 60 amps as this may blow the main fuse.

## **25. Animals**

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 SMH. No animals whatsoever are to enter the kitchen at any time.

## **26. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to a member of the SMH team **as soon as possible**. Any failure of equipment belonging to the SMH or brought in by the Hirer must also be reported **as soon as possible**. **Accident books** with forms for completion are kept in the kitchen and main entrance hall. The Hall Secretary ([secretary@shiplakehall.com](mailto:secretary@shiplakehall.com)) will process the completed forms. Certain types of accident or injury must be reported on a special form to the incident contact centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

## **27. Explosives, flammable substances, naked flames and smoke generators**

The building is fitted with a highly sensitive fire and smoke detection system.

1) The Hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used, in any part of the premises,
- (b) No gas cooking appliances or gas cylinders are brought into or used anywhere in the hall.
- (c) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected, unless with the specific consent of the SMH,
- (d) No decorations are put up near light fittings or heaters,
- (e) There are no naked flames, including candles and night-lights, used in any part of the Premises.

2) The Hirer shall not use any smoke generators, unless with the specific permission of the SMH, in order to avoid false triggering of the fire alarm system.

## **28. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the SMH. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## **29. Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

The Hirer shall ensure that, in order to avoid disturbing neighbours to the hall and 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. Alcohol shall not be served to any person suspected of being drunk nor 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. No illegal drugs may be brought onto the premises.

## **30. Abusive Behaviour**

All staff at the hall are committed to helping you in a professional and courteous manner. Verbal, written or physical abuse of them is not acceptable and the trustees will take the appropriate action with the relevant authorities if this should occur.

## **31. Compliance with The Children 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 that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the SMH with a copy of their Child Protection Policy.

### **32. Fly Posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the SMH accordingly against all actions, claims and proceedings arising from any breach of this condition.

Failure to observe this condition may lead to prosecution by the local authority.

### **33. Sale of Goods**

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. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

### **34. End of Hire**

- 1) The Hirer shall be 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 the SMH shall be at liberty to make an additional charge.
- 2) All rubbish must be removed completely from site, unless a prior arrangement has been made to use the Hall's rubbish disposal facilities. If rubbish is left on site then the SMH reserves the right to raise a charge as if a prior arrangement to use the Hall's rubbish disposal facilities had been made.
- 3) The Hirer must ensure that tables are cleaned after use and tables and chairs are stacked in the Storeroom off the main lobby, using the instruction card attached to the table trolleys.
- 4) The hirer is responsible for cleaning and clearing away all crockery, kitchen utensils, cutlery and decorations. Hirers must thoroughly clean the kitchen, including the range and all work surfaces and sinks. The dishwasher must be drained in accordance with the instructions in the kitchen.
- 5) There is a charge of £50 to cover the costs that result from each failure to comply with hall policies, including but not limited to: not securing the building, missing access cards, incorrect rubbish disposal, not clearing properly, damage caused by decorations, or taking tables and chairs outside. In addition, should the hall be left in an unacceptable state, eg grease stains, bodily fluids deposits or obnoxious spillages, the trustees reserve the right to bring in specialist cleaners and charge the hirer the full amount of their costs.

### **35. Stored Equipment**

- 1) The SMH 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 will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

- 2) The SMH may, in its discretion, in any of the following circumstances,
  - (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
  - (b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring, having given the Hirer reasonable notice of their intention to do so, dispose 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.

### **36. 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 written approval of the SMH. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the SMH remain in the premises at the end of the hiring. It will become the property of the SMH unless removed by the Hirer who must make good, to the satisfaction of the SMH, any damage caused to the premises by such removal.

### **37. No Rights**

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

## **Privacy, Personal Data Protection & Safeguarding**

### **38. Your Personal Information**

Shiplake Memorial Hall keeps your email, telephone number and sometimes your address for booking and invoicing purposes only. We use the Hallmaster Booking System, (which uses a secure, remote central server), to manage our bookings and invoicing, and your details are retained in this system only. We do not share this information with other halls or businesses and neither do Hallmaster. Only the hall Administrators and the Hallmaster Administrators can see your data.

For users that register on our booking system, we store the personal information they provide in their user profile. All users can then see their personal information at any time. Hall Administrators can also see and edit that information. If a user wishes to delete some, or all, of their personal information on the system, then they should send a formal request to the bookings team via [bookings@shiplakehall.com](mailto:bookings@shiplakehall.com).

When you log in, we will also set up several cookies to save your login information and your screen display choices. Login cookies last for two days, and screen options cookies last for a year. If you select “Remember Me”, your login will persist for two weeks. If you log out of your account, the login cookies will be removed.

If you have an account with us, or have left feedback comments, you can request to receive an exported file of the personal data we hold about you, including any data you have provided to us. You can also request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal, or security purposes.

**39. Data Protection Policy**

The hall has a comprehensive data protection policy in place, as do Hallmaster. This sets out the way in which our staff and trustees must work to ensure that all personal data is kept private and secure. A copy of the hall’s data protection policy is available on request.

**40. Reviews**

If you submit a post hire review, we may post that review on the *Review* page of our website. Reviews will only show the initials of the person who made the comments. If you do not wish us to post a review, please indicate when making the submission. We will generally keep reviews posted for no more than two years.

**41. Safeguarding**

The hall has its own safeguarding policy which is available to any hirer on request. All hirers where children or vulnerable adults are attending their hire, (other than closed family events), must have their own safeguarding policy in place and supply a copy to the bookings team before the booking takes place. All hirers are responsible for compliance with all relevant safeguarding legislation, including ensuring that the necessary DBS checks have been carried out.