# **BURTON MEMORIAL HALL**

A Charity Registered in England & Wales number 505018

### STANDARD CONDITIONS of HIRE

(If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary/Manager should be immediately consulted.)

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

- 1. **THE HIRER** will, during the period of the hiring, be responsible for:
  - the supervision of the premises,
  - the fabric of the building,
  - · the contents of the building,
  - and the behaviour of all persons using the premises,
  - proper supervision of car parking arrangements so as to avoid obstruction of the highway or entrance/exits to and from the Hall,
  - compliance with the requirements of the premises licence and any COVID Special Conditions of Hire so notified by the Bookings Manager.
- 2. **THE HIRER** accepts that the use of the Hall car park is strictly at their own risk, and undertakes to ensure all persons attending their event are aware of this. The hatched areas in front of each door **MUST** be kept clear for emergency vehicle access at all times.
- 3. **THE HIRER** is permitted a 15 minute free period immediately before and after the times booked in which to set up and clear away. The **HIRER** must not cause disturbance to other hall users already in situ. Any extra time needed for set up and clear away will be charged at the usual hourly rate for the space used.
- 4. **THE HIRER** shall ensure that any activities for children comply with the provisions of current legislation and regulations, and the Hall's Safegiarding Policy, and that only fit and proper persons have access to the children and to the area in which children are present.
- 5. THE HIRER shall not use the premises for any purpose 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 unlawful 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 consumption of alcoholic liquor thereon without written permission from the Bookings Secretary.
- 6. **THE HIRER** shall notify the Management Committee of any planned alcohol sales by means of our Booking Form or otherwise in writing, and all such sales shall comply with the terms of our premises licence and with current legislation.
- 7. **THE HIRER** shall ensure that the consumption of alcohol shall only take place within the rooms hired by the **HIRER**. No alcohol should be taken outside of the licensed areas shown on the site plan displayed at each end of the building (a copy is also appended to these conditions of hire).
- 8. **THE HIRER** shall make sure that all windows and doors are closed after 10.00pm when live or recorded music is being played.
- 9. **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.
- 10. **THE HIRER** shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, the Local Authority, the Local Magistrates' Court, or otherwise, and ensure that all fire escapes remain unobstructed through the hire period.

These Standard Conditions of Hire must be read in conjunction with our Policies and Procedures.

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- 11. **THE HIRER** shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. The **Hirer** shall notify the Management Committee of the intention to supply food at any event by means of the Booking Form or otherwise in writing.
- 12. **THE HIRER** shall ensure that any electrical appliances brought into the premises and used there shall be safe and in good working order and used in a safe manner. A regular PAT (Portable Appliance Test) is recommended.
- 13. **THE HIRER** shall indemnify the Management Committee for the cost of repair of any damage done to any part of the property including curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.
- 14. IF THE HIRER cancels a booking, the following conditions will apply:
  - before the date of the event, a minimum of 48 hours notice must be given to the Hall Manager. A cancellation charge may be made, at the discretion of the Management Committee.
  - on or after the date of the event, the **HIRER** will be charged 50% of the booking cost.
- 15.**THE HIRER** shall ensure that noise levels on arrival and departure are kept to the minimum to avoid causing nuisance to neighbours.
- 16. **THE HIRER** shall ensure that no animals, birds or reptiles, **except assistance dogs** are brought into the building. No dogs are allowed in the kitchens under any circumstances.
- 17. At the end of the hire period the **HIRER** shall be responsible for leaving the premises and surrounds in a clean and tidy condition, anything not related to that room must be stored away in the appropriate storage space or cupboards, all lights and sockets (apart from fridges) switched off, windows and doors closed and locked, unless directed otherwise. Any contents temporarily removed from their usual positions must be properly replaced, otherwise the Management Committee shall be at liberty to make an additional charge or withhold any deposit already paid. Any waste generated during the hire period should be black bagged and placed in the outside wheelie bin located at the north end of the hall.
- 18. THE MANAGEMENT COMMITTEE reserves the right to cancel any hiring in the event of the Hall being required for use as a Polling Station for a statutory election or by-election, or if any unforeseen event occurs which would prevent access to the building, in which case the HIRER shall be entitled to a refund of any deposit already paid.
- 19. In the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired, the Management Committee shall not be liable to the HIRER for any resulting loss or damage whatsoever.

CUT HERE & RETURN TO HALL SECRETARY / BOOKINGS MANAGER*	
Signed by the Hirer on behalf of the named group as acceptance of the Conditions of Hire	
Name	Date
Group Represented (if applicable)	

#### **RETURN TO:**

Mrs Helen Dawson, 5 Burton Park, Burton-in-Kendal, LA6 1JB or to <a href="mailto:bmh.bookings@burtonweb.org.uk">bmh.bookings@burtonweb.org.uk</a> Tel: 01524 782277 in the event of any query. \*Signed forms may be sent by post or scanned and sent by email.

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