

Annex C
Booking and Hire Conditions

Bradwell War Memorial Hall

08/05/2021

Paul Downing

Booking Process

Thank you for choosing to hire the Bradwell War Memorial Hall. This document is designed to help you through the process.

Terms and Conditions

Please read carefully through the Standard Conditions of Hire document attached with this email / enclosed with this letter. You will be asked to sign your Application Form which indicates that you agree to be present during the hiring and to comply fully with these Standard Conditions of Hire.

Licensing Information

If, at your event, you intend to sell or take a donation for alcohol then it is your responsibility to obtain the necessary TENs (Temporary Event Notice). This can be obtained from the Local Licensing Team (01629 761313) or by email: licensing@derbyshiredales.gov.uk

If alcohol is to be given free of charge then no mention of this should be made on any tickets or advertisements. The Memorial Hall is allowed to have 12 TENs events per year, so please check before booking the Hall that our allocation has not already been exceeded. You must also confirm by post or email, to the Hall Manager that the necessary TENs approval has been granted (so we can keep track of how many TENs have been issued) and a copy of the TENs Agreement must be forwarded to the Hall Manager before your event.

Booking Form

Please return your Booking Form as soon as possible in order to secure your booking. The form can be emailed to: bradwellwarmemorial@gmail.com or posted to: Bradwell War Memorial Hall Secretary, Netherside House, Netherside, Bradwell, Hope Valley, Derbyshire S33 9JL. **Please note this is not the address at the top of this information sheet.** Your booking is not finalised until you receive the Booking Confirmation from the Hall Manager. This will be sent to you by e-mail giving details of the date(s) and time(s) of your event(s) along with your Invoice.

Invoices

Your Invoice will detail your payment (deposit / balance / full payment) and how this can be paid. (Cheque or BACS only please). Your full payment must be received before your event takes place.

Further Information

If you have any queries regarding this process or require further information, please contact the Hall Manager on 07772 297738.

Bradwell War Memorial Hall Booking Process

Revised: May 2021

Standard Conditions of Hire

These standard conditions apply to all hiring of the Bradwell War Memorial Hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Hall Manager should be consulted immediately.

1. Age

The Hirer, not being a person under 18 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.

2. Hirer's Responsibilities

The Hirer shall, during the period of the hiring, 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 hall 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 and notify us. We require supervision rates of one responsible adult per 10 students for an 18th Birthday Party or similar event. The hirer is responsible for ensuring all government guidance is followed regarding COVID-19 in all areas, most importantly in relation to PPE and conforming to social distancing rules inside the Hall. Everything will be cleaned and sanitised before you enter the hall. No equipment is to be used that has not been agreed prior to the hire, especially that which belongs to other users.

3. Use of premises

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 alcohol thereon without written permission.

3.1 Maximum number of Persons

The hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers:

Main Hall	30	Seated at tables with face coverings 45	Physical Activity 15
Small Meeting Room	10	Seated at tables with face coverings 15	
Gallery Room	8	Seated at tables with face coverings 12	

Children under the age of 11 are exempt from the wearing of face coverings, as are people who cannot put on, wear or remove a face covering because of a physical or mental illness or impairment, or disability. Please take this into consideration when considering the numbers you have in the hall.

4. 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.

5. Licensable activities

The hall has a licence with the Performing Rights Society for the performance of copyright music, but the Hirer shall ensure that the Memorial Hall holds a Performing Rights Society Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Memorial Hall the Hirer should ensure that they hold the relevant licence or that the Memorial Hall holds it.

5.1

Where a licensable activity will take place, the Hirer hereby acknowledges receipt of a copy of the conditions of the Premises Licence and/or operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agrees to comply with all obligations therein.

5.2

In order to hold a licensable activity on the premises or on part of the premises not covered by the Hall's Premises Licence, a Temporary Event Notice (TEN) will need to be completed and given to the local licensing authority. The Hirer shall obtain the written consent of the Management Committee before applying to the local licensing authority for the TEN. Failure to do so will result in cancellation of the hiring without compensation as there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the Hall Management Committee and other organisations.

6. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Hall's Fire Risk Assessment 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. The hirer shall also comply with the hall's health and safety policy.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. (Diagram of location displayed on the foyer notice board).
- Escape routes and the need to keep them clear, along with the method of operation of escape door fastenings.
- 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.
- That the kitchen is closed and only available to the hirer for water and hand washing.
- The use of a one way system for use of the toilets.
- How to deal with someone showing signs of COVID -19 and the location of the Emergency PPE.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.
- That the Guests/Audience are made aware of the Fire Procedures by the Hirer or his/her nominated person.
- That adequate admin has been put in place to adhere to the track and trace for COVID-19.
- That all Hirer's guests are aware of the social distancing rules in place and that adequate PPE is available.
- That all used PPE is to be bagged and binned and removed by the hirer.
- That the Hirer is to instruct all guests to use the provided hand sanitation upon entry and exit.

7. Means of escape

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

(b) The emergency lighting supply illuminating all exit signs and routes will be on during the whole of the time the premises are occupied.

8. Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the Management Committee.

In the event of a fire the Memorial Hall should be evacuated in an orderly manner to the corner of the Hall Assembly Point A, and the Fire Brigade called by dialling 999.

The exact location of the nearest telephone, fire exits and fire extinguishers must be noted before the Memorial Hall is occupied and the manner of opening Fire Doors should be made known to your guests.

9. 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 refrigerator.

10. Electrical appliance safety

The Hirer shall not use/bring into the Hall ANY electrical equipment without the prior approval of the Management Committee. Information on the equipment will be required: type of equipment, where it will be used and power consumption in watts. This includes but is not limited to entertainment, lighting and catering equipment.

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. All equipment must have an up to date P.A.T. test.

11. Insurance and indemnity

(a) The Hirer shall be liable for:

- i. the cost of repair of any damage (including accidental and malicious damage) caused to any part of the premises including the curtilage thereof or the contents of the premises
- ii all claims, losses, damages and costs made against or incurred by the Memorial Hall Management Committee, 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
- iii all claims, losses, damages and costs made against or incurred by the Memorial Hall Management Committee, 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, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Memorial Hall Management Committee and the Memorial Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Memorial Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, at its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Memorial Hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the village hall management committee and the Memorial Hall's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Memorial Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Memorial Hall. Failure to produce such policy and evidence of cover will render the hiring void and enable the Memorial Hall Secretary to rehire the premises to another hirer.

The Memorial Hall is insured against any claims arising out of its own negligence.

12. Accidents and dangerous occurrences, including Covid-19

The Hirer must report as soon as possible, to a member of the Memorial Hall Management Committee, all accidents involving injury to the public and must complete the relevant section in the Memorial Hall's Accident Book displayed in the Kitchen First Aid Cupboard. Any failure of equipment belonging to the Memorial Hall or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The

Hall Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

Any person showing signs or symptoms of coronavirus must be reported as soon as possible to the Hall Manager so the hall can be closed and cleaned in accordance to the governments guidelines. The track and trace system will then be implemented by the hirer.

13. Explosives and flammable substances

The Hirer shall ensure that:

- Highly flammable substances are not brought into, or used in any part of the premises and that
- No internal decorations of a combustible nature shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.
- No naked flames to be used in the Memorial Hall, including candles.

14. Heating

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

15. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that, in order to avoid disturbing neighbours to the Hall 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. 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.

16. 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 Memorial Hall Management Committee. No animals whatsoever are to enter the kitchen at any time.

17. Compliance with the Children Act 2004

The Hirer shall ensure that any activities for children and vulnerable adults comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure and Barring checks have access to the children. The Hirer shall provide the Memorial Hall's management committee with a copy of their DBS check and Child Protection Policy on request.

18. 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 Memorial Hall's management committee 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.

19. 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.

20. Film shows

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

21. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Memorial Hall is unable to conclude a replacement booking, the question of the payment or repayment of the fee shall be at the discretion of the Memorial Hall Management Committee. The Memorial Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- the Memorial Hall Management Committee reasonably considering that (i) such hiring 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 hiring
- the premises becoming unfit for the use intended by the Hirer
- 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.
- an occasion when we are approached for an extended continuous period of use (e.g. Theatrical productions) which may disrupt regular users. We offer a minimum of 1 months notice if this should occur.
- the Government imposing legislation related to the control of infectious diseases and requiring that the Hall be closed.

If the Memorial has to cancel a booking for any reason, including those stated above, a full refund of any monies already paid will apply but no additional compensation shall be due.

22. End of hire

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 Memorial Hall shall be at liberty to make an additional charge.

All rubbish shall be removed from the premises and not left outside the Hall.

23. 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 as the Hall is in a residential area. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device available, ensure that outer doors remain closed (to cut down on noise levels), that all music/entertainment is completely finished by 11.30pm and comply with any other licensing condition for the premises.

24. Stored equipment

The Memorial Hall 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 (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.

The Memorial Hall may use its discretion in any of the following circumstances:

(a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended

(b) Failure by the Hirer to dispose of any property brought onto or left at the premises for the purposes of the hiring. This 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.

25. 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 Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the Memorial Hall, remain in the premises at the end of the hiring. It will become the property of the Memorial Hall unless removed by the hirer who must make good to the satisfaction of the hall or if any damage caused to the premises by such removal.

26. Tenancy and Occupation

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

27. Dangerous and unsuitable performances

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

28. Standard Conditions form part of the Hire Agreement

It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence or that the Memorial Hall Management Committee deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Memorial Hall and the Hirer.

29. No Benefit to a Person

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

30. Event Insurance

Whilst every effort is made by the Memorial Hall Management Committee to ensure that the hall you have booked is available at the time and on the date for which you have booked, there may be unforeseen circumstances which mean that we are unable to fulfil your booking. In such circumstances we will refund any payment that you have made to secure the booking. However we will not be responsible for any other expenses you may incur as a result of the hall's unavailability. We therefore strongly recommend that you take out 'Event Insurance' to cover this eventuality.

Bradwell War Memorial Hall, Standard Conditions of Hire, Revised: May 2021

APPLICATION FOR HIRING OF HALL and ROOMS

Memorial Hall Booking : Email: bradwellwarmemorial@gmail.com

Post : Booking Secretary

Netherside House

Netherside, Bradwell, Hope Valley, S33 9JL

Tel: 07772 297738

Hirer:

Name: _____ Telephone No. _____

Organisation: _____ Email: _____

Address:

Hall(s) Required

Main Hall ☐ Small Meeting Room ☐ Gallery room ☐

(Please tick appropriate box/boxes)

(Use of the Kitchen is included in any Hall Hire but may need to be shared with other Hall Hirers)

Date(s) Required

Time Required

Hire Fee _____ Purpose/Description of Hiring _____

Is this a **public / private*** event? Is the hall(s) to be hired for a commercial use? **YES / NO***

** delete where applicable*

The Memorial Hall has a Premises Licence authorising the following regulated entertainment (see below), and **licensable activities can take place between 09.00 and 23.00 Monday to Sunday**. Please confirm which licensable activity/activities (if any) will take place at your event by ticking (✓) the appropriate box(es).

ACTIVITY	Please Tick ✓	
a. The performance of plays		
b. The exhibition of films		
c. The performance of live music		
d. The playing of recorded music		
e. The performance of dance		
f. <i>Other entertainment similar to those in a to e</i>	Please specify:	
g. Making music		
h. Dancing		
i. Badminton		
j. <i>Other entertainment similar to those in g or h</i>	Please specify:	
Are you requesting bringing your own electrical equipment .	YES/NO	
If so please state maximum power consumption		

Is alcohol to be consumed at your event? YES / NO* Please note the Hall is not licensed for the sale of alcohol.

If the answer is **YES**, do you intend to: *(Please tick appropriate box)*

Bring your own alcohol ☐ Give away alcohol ☐ Bar with Licence ☐ Hirer to apply for a TENS (Temporary Events Notice)

The Hirer agrees with the Bradwell Memorial Hall Committee to be present during the hiring and to comply fully with the **Standard Conditions of Hire**. (The Standard Conditions of Hire are displayed on www.bradda.org, on the inside Hall Notice Board or a further copy is available from the Secretary)

Signed for the Hirer _____

Signed for Bradwell War Memorial Hall _____

Date: _____

Date _____

* delete where applicable

Revised November 2016

<u>Standard Charges</u>		1 Sep 2019
Gallery Room	First Hour Up to 2 hours Up to 3 hours	£9 £15 £19.50
Small Meeting Room	Morning (8am to 12:30pm) Afternoon (12:30pm to 5pm) Evening (5pm to 11pm) * Use of Kitchen	£30 £30 £40 £10 per session
Main Hall	Morning (8am to 12:30pm) Afternoon (12:30pm to 5pm) Evening (5pm to 11pm) All Day *Use of Kitchen	£50 £50 £60 £160 £10 per session £20 per day
Discounts for Block Booking	Village Residents : 38 weeks Village Residents : 17 weeks Non- Residents : 38 weeks Non- Residents : 17 weeks	- 50% - 40% - 25% - 15%
Overnight Stays		£150
	Add Use of Kitchen	£20
	Add Use of Showers	£10