

Purley Memorial Hall

Appendix A

Glebe Road Purley on Thames RG8 8DP Registered Charity No. 300191

Standard Conditions of Hire

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

1. Supervision

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 Manager, 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.

2. Application for Hiring

Applications for hiring shall be made to the Hall Manager using the prescribed booking form fully completed. The appropriate deposit should accompany the booking form.

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 renders invalid any insurance policies in respect thereof. The sale of alcohol is not permitted without the appropriate licence. Alcohol may not be sold to persons under the age of 18.

The Hirer may refuse admission to any person and may require any person, other than Trustees of the Hall or their agents, to leave the premises without giving any reason therefor.

4. Keys

Keys can be collect as advised by the Hall Manager and must be returned the same day or by arrangement with the Hall Manager.

5. 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.

6. Licences

The Hall holds a PPR and PPL Licence which permits the use of copyright music in any form or by performers in person. If other licences are required in respect of any activity in the Hall the Hirer should ensure that they hold the relevant licence.

7. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local 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.

- (a) The Hirer acknowledges that they have familiarised themselves with the following:
 - 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 displayed on the noticeboard inside the Hall.)
 - 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.
- (b) In advance of an entertainment or play 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.
 - That any fire doors are not wedged open.

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- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

8. 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 is turned on during the whole of the time the premises are occupied

9. Safety

The Hall has a No Smoking Policy.

In the event of a fire, the Hall should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999. The hall now also has a gas monitor alarm if this should sound, please vacate the hall immediately.

The exact location of the fire exits and fire extinguishers must be noted before the Hall is occupied and the manner of opening Fire Doors should be made known to your guests. (A sketch plan showing these is shown on the notice board in the Main Hall).

Please use the trolleys provided for moving chairs and tables in order to avoid injury. Please stack chairs and tables after use.

A first aid box is located in the Main Hall by the doors leading to the Nicholls Room. Please record any accidents or injuries in the Accident Book in the top kitchen drawer. The report must then be handed to the Hall manager immediately.

Hirers should note that we have been advised that the roofing material of the Hall may contain asbestos and must not be interfered with.

10. Health and Hygiene

No food is to be prepared on the premises. When serving food all the relevant safety regulations must be followed. A microwave and a domestic cooker are available for reheating prepared food.

11. Electrical Appliance Safety

The Hirer shall ensure that any portable electrical appliances brought by them to the premises have a valid PAT test certificate, in good working order, and used in a safe manner in accordance with the manufacturer's instructions. Where mains powered electrical equipment is used outside it must be protected with a residual circuit breaker. Cable protectors should be used when running cables across the floor. The Hall can supply these

12. Insurance

The Hall has adequate public liability insurance to cover any defects in the fabric of the hall. Hirers must have adequate insurance to cover the activities they are organising. The hirer shall, on demand, produce the policy and currant receipt or other evidence of cover to the Hall Manager. Failure to produce such policy or evidence of cover may render the hiring void and the Hall Manager to rehire the premises to another hirer.

13. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Hall management committee **as soon as** possible and complete the relevant section in the Hall's accident book. Any failure of equipment belonging to the 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 Manager will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

14. Explosives and Flammable Substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected within or outside the hall, without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

15. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the management committee.

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16. 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.

17. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs and assistance dogs are brought into the premises, other than for a special event agreed to by the Hall Management Committee. All dogs should be kept on a lead at all times. No animals whatsoever are to enter the kitchen at any time. The Hall floor must be swept, once all animals have left, if the Hirer allows any animal to use the Hall

18. Compliance with The Children Act 2004

The Hirer shall ensure that any activities for children and/or vulnerable adults comply with the provisions of The Children Act 2004 and Safeguarding Vulnerable Groups Act 2006 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks have access to the children, without appropriate supervision. The Hall's Safeguarding Children and Vulnerable Adults Policy can be found on our website at https://www.purleyonthames.org.uk/MemHall. The Hirer shall provide the Hall Management Committee with a copy of their Safeguarding Policy.

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

All advertising material must be displayed on the official notice boards only. They must have the approval of the hall manager

20. 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.

21. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Hall. Manager. The Hall Manager reserves the right to cancel this hiring 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 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
- (c) the premises becoming unfit for the use intended by the Hirer
- (d) 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 the Hirer shall be entitled to a refund of any deposit already paid, but the Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

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 Hall shall be at liberty to make an additional charge.

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. The Hirer shall comply with any other licensing condition for the premises

24. Stored Equipment

The Hall accepts no responsibility for any stored equipment or other property brought on to or left at the Hall. This includes all storage facilities and the Horticultural trading store. All liability for loss or damage is hereby

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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 Hall may use 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. The hall may 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.

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 Manager.

26. No Rights

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

27. Faults/ Damage/ Comments

Please report any faults or damage to the Hall Manager as soon as possible so that they can be rectified quickly. The Management Committee welcome comments or observations that you may have about your hire of the Hall.

28. Lost and Found

Any found articles should be handed to the Hall Manager who may sell or dispose of same if not claimed within three months.

29. Complaints

The Hall Manager or the Chairman of the Hall Committee will notify you within 20 working days of the outcome of your complaint and of what action (if any) the Hall proposes to take as a result of your complaint. (In exceptional cases the twenty working days timescale may have to be extended. If it is, you will be kept informed.)

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