

Stoke sub Hamdon



Registered Charity 304642

Terms & Conditions

For the purposes of these Conditions, the term Hirer shall mean an individual Hirer or, where the Hirer is an organisation or group, the authorised representative. The Hirer must be over 18 years of age.

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General Terms and Conditions

1. Supervision by the Hirer

The Hirer is considered to be the Event Manager and will, 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, and the behaviour of all persons using the premises whatever their capacity: including proper supervision of car parking and young persons under 18 years. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

The Hirer shall not sub-hire or use the premises or allow the premises to be used for adult entertainment of a sexual nature, 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.

2. Cancellation Single Use Hire

If the Hirer wishes to cancel the booking before the date of the event, then the cancellation must be confirmed in writing, or by email and the terms of the Hall's Cancellation Policy will apply as follows: For a single use hiring, the following cancellation rates will apply:

Less than 14 days before event	No refund
Between 14-21 days before event	50% refund
21-28 days before event	75% refund
Over 28 days before event	Full refund

3. Cancellation Regular Hirers

If the Hirer wishes to cancel the booking before the date of the event, then the cancellation must be confirmed in writing, or by email and the terms of the Hall's Cancellation Policy will apply as follows: For regular Hirers booking weekly, fortnightly or monthly on a pre-booked basis, the following cancellation rates will apply:

Less than 24 hours' notice	No refund.
24 hours to 7 days' notice	50% refund
Over 7 days' notice	100% refund

The Memorial Hall Management Committee reserves the right to refuse or cancel a booking at any time without notice, prior to or during the booking event. However, such cancellation must be in writing and should only be done on the following grounds:

- a) The premises being required for use as a Polling Station for a Parliamentary, Local Government election or police and crime commissioner elections.
- b) The premises being required to close for essential maintenance work. Other than emergency work, all such work will be scheduled to cause as little disruption as possible to Hirers.
- c) The Memorial Hall Management Committee reasonably consider that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the premises as a result of this hiring.

4. Licences

The Hirer will be responsible for obtaining any licences that are needed and for the observance of the same. The Hall is licensed for music and dancing until 12 midnight only.

The sale of alcohol in any form is not permitted unless a Temporary Event Notice (TEN) has been obtained from [Somerset Council](#), and a copy of the licence must be given to the Booking Secretary 7 days before the event.

5. WiFi

The Memorial Hall's WiFi / Internet facility is provided free of charge to us by the Gigaclear Community Hub. The Hall Committee is a volunteer organisation and cannot provide any technical support for this facility, nor does it provide any guarantees that you will be connected to the internet.

You should be aware of the possible security risks associated with connecting your computer to a network. It is your responsibility to keep your computer free from malicious code and secure it against unauthorised access. Individuals using the service have full responsibility for anything they may download.

Your use of the Hall's WiFi facility and the network is regulated by relevant UK law. In particular you must NOT use the Hall's WiFi facility or the network to:

- Access, send or otherwise make available to others any material that is offensive, obscene or indecent, or infringes the copyright of another person.
- Create or transmit material which is designed or likely to cause annoyance, inconvenience or needless anxiety.
- Make available by any means (e.g. Web server, FTP server or file-sharing software) any material, unless you are the copyright holder of that material, or have the licence to make that material available, or the material has been expressly put into the public domain and you can demonstrate this.
- Access network services in such a way as to deny reasonable access to the network for other users, for example, by excessive use of network bandwidth for music or video streaming or very large downloads. All users are requested to turn off WiFi devices during performances etc.

6. Smoking and Alcohol

Alcohol is permitted for private events providing it is not sold (see Licences above).

Smoking and vaping are strictly forbidden in the Hall, the car park and the grounds of the Hall.

7. Animals

The Hirer shall ensure that no animals (including birds) are brought into the premises except (1) assistance dogs or (2) animals that are under control and used for demonstration/education. No animals whatsoever are to enter the kitchen area at any time.

8. Heating

The Hirer shall ensure that no unauthorized heating appliances shall be used on the premises. The thermostat in the Hall must always be turned down to 7 degrees on vacating the Hall.

9. Security and vacating the Hall at the end of a hire

The Hirer must ensure that:

- a) All parts of the Hall are left clean and the water heater and the lights turned off, including those in all the toilets.
- b) All doors and windows must be secure and shut on leaving.
- c) The thermal window blinds must be closed when appropriate.
- d) All table and chairs must be cleared away and put back in the correct storage area.
- e) The 'Exit' checklist at the back of the hall must be completed. ***This is an aid to remind the hall hirer what to check before leaving the hall***, for example are all the taps off in the toilets.
- f) All rubbish and recycling must be removed from the building and taken away by Hirers in their own black bags.
- g) Keyholders will be required to activate the alarm system.

In the event of taps being left running for a length of time or the heating being left on after the hire has ended, Hall Trustees reserve the right to charge the hirer a surcharge based on the unnecessary use of water or gas.

10. 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.

11. Fire Safety

The Management Committee will keep the Hall's fire risk assessment up to date.

The Hirer is responsible for fire safety during their hire and should acquaint themselves with:

- a) Action to be taken in event of fire which includes calling the Fire Brigade. The Hall's Post Code is TA14 6PZ.
- b) Hall evacuation procedure to the assembly point on the Boules Court adjacent to the picnic benches.
- c) The location and opening of Fire doors, the location and use of fire extinguishers and the manual rotary fire alarm bell.
- d) Escape routes and the need to keep them clear and immediately available for instant public exit.

Under no circumstances are lit candles, naked flames or fireworks allowed in the Hall, car park or grounds.

12. Electrical appliance safety

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.

The bookings secretary should be informed of any such appliances.

13. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, ensure all relevant food health and hygiene legislation and regulations are adhered to, and all Kitchen facilities including cookers, sinks and worktops cleaned after use.

The Hirer shall familiarise themselves with the location of the First Aid Kit and any accident must be recorded in the Accident Book kept in the kitchen.

14. Indemnity and Insurance

The Hirer is responsible for and shall reimburse the Memorial Hall for the cost of any repair or damage done to any part of the property including the curtilage thereof or the contents of the building which may occur during the period of the hiring as a result of the hiring. **A damage deposit may be chargeable at the Booking Secretary's discretion.**

Any crockery breakages must be reported to the Booking Secretary and will be charged at £1 per item.

The Hirer is responsible for insuring against any third-party claims which may lie against them (or the organisation if acting as a representative) whilst using the Premises. (The Memorial Hall is insured against any claims arising out of its own negligence).

The Hall Trustees take no responsibility for theft, damage or injury caused by Hirer's equipment. The Hirer is responsible for taking out suitable insurance particularly if a Bouncy Castle is hired.

15. Children Act – Safeguarding Children

The Hirer shall ensure that any activities for children comply with relevant legislations and that only fit and proper persons have access to the children.

With the exception of private parties, where any events are organised for children, the Hirer will have a valid certificate from the Disclosure and Barring Service and the Hirer takes full responsibility for any other persons they engage to look after children.

There shall be a minimum of three competent persons over 18 years of age to supervise all children's events. Children are not allowed in the Hall unaccompanied.

Where the event is predominantly for children under the age of 16 years there shall be additional adult supervision in line with regulations.

16. Access

There is a double front door which will open fully for wheelchair access.

There is a ramp available for wheelchair access via the double doors directly into the hall. Please speak to the Bookings Secretary if this is required.

There is a spacious disabled toilet adjacent to the entrance hall with coloured grab handles and a panic alarm.

There is a hearing loop which is available when the microphone is in use.