

Terms and Conditions of Hire

The Battle Memorial Hall Management Committee's Conditions of Hire appear below. The Committee reserves the right to revise the conditions at any time.

Battle Memorial Hall is set up as an **independent hire facility** outside of office hours which are 9-1pm Monday to Fridays. Through inductions we enable people to operate their activity within the building.

On occasion and at the managers discretion we may recommend that staff be present due to higher risk.

If the hirer does not agree the booking will not be confirmed or could be refused. Where this is the case the hirer is required to meet the staffing costs as well as the hire fee.

Hirers can also request staff be present either to assist with managing the building, helping with security (opening and closing the building, setting up specialist equipment, supplying sound and lighting technicians, cleaning services or bar services.

Any costs associated with staffing the building are not included in your hire fees and the hirer will be expected to meet these additional costs.

1. **Premises Licence.** The Hall holds a Premises Licence under the 2003 Licensing Act covering the Sale of Alcohol, Theatrical Performances, the Showing of Films and the Public performance of Music, Singing and Dancing. A copy of the licence is exhibited in the foyer. A person or organisation hiring the Hall is responsible for ensuring that the terms and conditions of the licence are strictly observed. By signing a booking application users agree to indemnify members of the Hall's Management Committee against any penalty imposed for any breach of licence conditions by the user.
2. **Hours of Use.** No activity is permitted in the Hall outside the times specified in the Premises Licence, namely Sunday - Thursday 7.00 am to 10:45 pm & Friday & Saturday 7.00 am to 11.45 pm. If operating a bar service the bar service needs to close 30-60 minutes before the end of the event (e.g. 9.45-10.15pm or 10.45-11.15pm)
3. **Smoking.** Smoking is not permitted anywhere on the premises. There are smoking areas outside the front and also the back of the building (via main hall).
4. **Public Liability Insurance:** Whilst BMH has insurance for all activities in relation to those things for which it is responsible. We recommend users have their own public liability insurance. Some bookings may not be confirmed if insurance proof is not provided and it is considered a high risk event. This is at the manager's discretion.
5. **Alcohol.** Alcoholic drinks may only be brought on to the premises for sale if the hirer complies with the arrangements prescribed by the Licensing Act 2003 and with the Rules for the Sale of Alcohol on the Premises as contained in Appendix C.
6. **CRB Requirement.** In pursuance of current legislation to protect vulnerable persons & children, any person hiring Battle Memorial Hall to run a class, group etc. which involves children and or vulnerable persons must have an up to date enhanced CRB certificate. A copy of the certificate may be requested by the Hall Manager at their discretion before the class etc. However it is your responsibility to comply with the relevant legislation.
7. **Emergency Exits.** All marked emergency exits, gangways and escape routes must be kept free of all obstructions at all times.
8. **Control of Access.** Access to rooms leading from the Foyer is controlled – see Appendix D. Doors are fitted with combination locks and self-closers. There are bells fitted to doors to allow members of the public coming to events to gain the attention of groups in the rooms. If the hirer wishes to keep the door to their room open, they must arrange for the door to be manned. If doors are left open but unmanned, the hirer could be liable for any damage result from unauthorised access.

9. **Vacating and securing the Building.** Full inductions are available via the manager/staff and these should be arranged one week prior to the booking if the hirer is informed that they will be the last user. All hirers should check the noticeboard to double check if they are the last user in the building. If not the last user the hirer's duty is to secure the room/s used, leaving them as they were found.
10. **Fire Precautions.** Hirers must appoint one of their numbers to act as Fire Safety Officer and familiarise themselves with the halls Fire procedures; e.g. the location of the emergency exit routes, call points and emergency equipment. They should ensure that housekeeping is covered on such matters before an event begins. More information is given in Appendix E.
11. **Noise Abatement.** Maximum permitted noise levels in the Hall have been set by the local authority. Sound level monitoring is installed in the Main Hall. All amplified sound produced by Hall hirers must be passed through the sound monitoring system (this includes sound amplified through the public address system or through amplified sound equipment e.g. disco equipment). If sound exceeds the permitted level the monitor's cut out will operate. Hall hirers contemplating using amplified sound of any description, including use of the Hall's installed sound system must discuss whatever they are planning with the Hall's Manager at the time of booking. Any attempt to bypass the monitoring equipment will result in an event being terminated and the hirer being instructed to terminate their event with immediate effect.
12. **Discos.** Hirers planning a disco for the Main Hall must pay particular regard to Note 11 above. **HIRERS SHOULD CONTACT THE HALL MANAGER BEFORE BOOKING A DJ.**
13. **Bouncy castles.** We do permit this type of play equipment to be used at the halls, Deposits are required generally for parties and events that involve inflatable equipment. **Insurances are strongly recommended** in these instances as there is a higher risk of injury and the hirer has responsibility for any personal injury sustained from such play equipment
14. **Hall Bookings.**
 - i. **Reserved Right.** The Hall's Management Committee reserves the right to decline to accept a booking application or to cancel an accepted booking.
 - ii. **Deposit.** A booking deposit of £500 cash is required for "one off" bookings that the hall define as high risk. This is at the manager's discretion. The deposit must be paid by one month before the event. The deposit may be forfeited in whole or part if there is damage or the room used is not left clean and tidy with all tables and chairs returned to store. There are also smaller deposit amounts that may be requested depending on the nature of your activity. Regular Hirers are not normally expected to pay deposits unless there is a higher risk element. **We will hold the deposit until after the event and will either return the cheque or destroy the cheque depending on the hirer's preference.** We prefer to hold deposits in cheque form but the manager reserves the right to request deposits be made in cash.
 - iii. **Damage/Breakages.** Any accidental damage or breakages caused by hirers must be reported to the manager as soon as possible. Where appropriate the hirer will be charged the cost of repairs/replacement.
 - iv. **Payment.** Regular bookings are invoiced monthly in arrears with payment required within 30 days of receiving the invoice. Parties and weddings are always required to pay in advance. With "one off" events full payment is required a month in advance, unless otherwise agreed with the manager. Unless agreed otherwise by the Hall Manager hire charges can be paid by BACs or cheque made payable to Battle Memorial Hall. BACs details provided on request. Credit/debit cards are not accepted and we prefer not to take cash unless this is the only way a hirer can pay.
 - v. **Cancellation by Hirer.** No cancellation charge is levied provided the Hall Manager is given 56 days' notice before the planned event date. Otherwise the cancellation policy applies where the hirer will pay a % of the booking due to loss of income/not being able to replace the booking. Bookings cancelled one week or less before the event will pay the full hire fee.

15. **Changes to booking.** Once a booking has been confirmed the hirer should notify the manager of any changes as soon as they know they are required, some changes may not be possible and we will do our best to facilitate the hirer's needs. We now have a cancellation policy in place, although if changing a date or amending the booking this policy will not apply. Please request a copy of this as required.
16. **Building and Room codes** – Many of our hirers are regulars and will have the codes, however if you have not received them please request them after you have signed the confirmation or at least one week before the hirer commences. Entry codes for the rooms will change every 6-12 months for security purposes and hirers will be notified.
17. **Inductions for hirers** – Inductions will be carried out with hirers 1-2 weeks before your event and you will receive all the codes you need to access the building, various equipment, rooms & safes. This induction is specific to your needs. Existing hirers can request inductions also and we welcome this to prevent problems.
18. **Use of Rooms.** Unless a set up or pack up service is booked (charged for) the hirers are responsible for laying out any tables and chairs needed for their meetings and for clearing them away at the end of the hire period. Hirers are also required to leave rooms used in a clean and tidy state ready for the next user. Hirers will be charged for any additional cleaning costs incurred. Unless agreed otherwise by the manager.
- i. Chairs must be restacked in groups of no more than 5 against the hall wall. The trolley must be used for moving groups of chairs – Do not drag chairs across the floor as this damages the floor surface.
 - ii. Tables must be returned to storage in a clean state. Failure to return tables or chairs to their original places could result in additional charges being added to the invoice.
 - iii. Waste must be bagged and removed from the premises. Hirers will be charged £2.50 per bag for any waste not removed. Please arrange this in advance if requiring waste services.
 - iv. The room must be swept clean should the hirer's activity result in litter.
19. **Ball Games & Bouncy Castles.** Ball games or Bouncy castles are not permitted anywhere on the premises unless authorised by the manager and a deposit will be taken due to the expensive equipment fitted to the ceilings of the various halls.
20. **Use of Foyer.** Hirers may not place additional tables or chairs in the Hall's foyer as it is a fire exit without the explicit consent of the manager who will discuss a suitable location. If the hall has large events booked tables will not be allowed in the main entry foyers. The small table in the foyer can be used for ticket selling/checking.
21. **Other Users.** Hirers must respect the reasonable needs of others using the Hall's facilities at the same time.
22. **Kitchen**
- i. **Use.** Exclusive use of the main kitchen by any one user is not guaranteed.
 - ii. **Kitchen Equipment.** Users must not turn off the refrigerator or the water heating urn (which is on a timer).
23. **External Caterers.**
- The Hall Manager must be told if a hirer plans to use outside caterers.
 - Hirers should ensure that outside caterers carry adequate public liability insurance.
 - Hirers should check that outside caterers are registered with the local Authority where the caterers are based.
24. **Accidents, injuries and First Aid.** A first aid box is available in the downstairs kitchen and in the Wynne Room kitchen. Accidents must be recorded in the Accident Books which are kept in the downstairs kitchen and Wynne room. If having to complete the accident book out of the managers hours please place the report form once completed in the post box in the foyer so that the manager is made aware of the incident.
25. **Stage.** The back drops, back legs & centre drop must not be moved without prior permission from the hall manager.

26. **Electrical Appliances & Equipment.** All electrical appliances and equipment, included extension leads, used at Battle Memorial Hall must comply with the latest regulations. Extension leads must not be overloaded as this is a potential fire hazard. Any electrical item stored at Battle Memorial Hall must be have a portable appliance test annually which is the hirer's responsibility although the hall may facilitate hirers and invoice them as appropriate.
27. **Stepladder/Ladder.** Hirers using the access ladder to the stage lighting/sound control box or the Hall's free standing stepladders should be competent and comply with ladder safety information displayed on the notice board in the Hall foyer. Only Hall stepladders, identified as such, are to be used in the Hall.
28. **Stored Items.** Items stored/left at Battle Memorial Hall are left at owner's risk.
29. **Lost Property** – this is collected and stored for 3 months when it will then be disposed of. Please call the Hall landline in office hours to enquire about lost objects and belongings.
30. **Risk Assessment.** Hirers should carry out a risk assessment in respect of their use of the Hall. The Hall Manager can supply a suitable template. A copy of the completed template should be filed with the Hall Manager.
31. **Access Statement, Fire, Health & Safety General Risk Assessment Record.** A copy of these assessments are available if required. They are displayed in the foyer on the notice board, the Wynne room noticeboard and on the notice board in the corridor leading to the Shephard room.
32. **ON CALL SERVICE for out of hour's hirers.** This service is available for building emergencies or we can provide telephone support to solve any technical problems. However if you know you need to use equipment please make sure this is fully covered on your induction to prevent unnecessary call outs. Please ensure you are organised and have all the codes for the rooms and cupboards etc that you need to access.
The **on call number** is displayed in every room and on every noticeboard in the halls. **07593 098809**
33. **Inductions.** Inductions are available to all hirers to ensure you are informed about how the building operates and ensuring your event runs smoothly. If you have not received an induction date after confirmation you need to contact the Hall a week before your booking.

Please do not hesitate to contact the Hall Manager is there is anything you do not understand

NOTE

Not all of the Terms and conditions will apply to every hirer, however we (BMH) expect all hirers to undertake and adhere to the terms and conditions that do apply. When signing the booking form you are in affect agreeing to all of the terms and conditions included in our document and entering into a contractual arrangement. It is your responsibility to ensure you fully understand your obligations and have been inducted into using all the equipment and securing the building if you are the last hirer of the day. Please request codes from us one week before your event if you have not received them.