

Selside Memorial Hall

Hiring Agreement and Standard Terms of Hire

This document is to be read and signed by all persons hiring Selside Memorial Hall on their own behalf or on behalf of an organisation.

The signed copy will be retained by the Hall Committee to cover subsequent hire for the same purpose. In the event of use for a different purpose a new form will have to be completed and signed as evidence that the terms and conditions of use have been accepted.

In the event of amendment to the terms of hire, returning users will be required to accept the new terms.

Hall address: Shap Road, Selside, Kendal, Cumbria LA8 9LE; Charity number 231432

Website Selside.net

Bookings Secretary: Mrs Lenore Knowles Hollowgate Selside Kendal LA8 9LG 01539 823258 07780801516 lenore.k@virgin.net	Chairman: Mr Stephen Knowles Plough Barn Selside Kendal LA8 9LD 07515 516452 skstonework@mail.com
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The Hall

Selside Memorial Hall is suitable for many functions and has a well-equipped spacious kitchen. Tables and seating are available for meetings and for meals. There is also a small stage. All furnishings are stackable, giving substantial flexibility of use. There is ample parking. The hall has a Performing Rights Society licence a Premises Licence authorising the regulated entertainment and licensable activities at the times listed in the Hiring Agreement.

The hall was substantially refurbished and reopened in 2015, with new flooring and underfloor heating, which may be supplemented by overhead radiant heaters. New wall insulation was also installed. The hall and kitchen are in excellent decorative state which adds to its attractiveness for functions.

Bookings

The hall may be hired by individuals for personal use and also by organisations. No sub-letting is allowed, although sub-contractors such as entertainers and caterers may be employed to work on the premises. All responsibility for events and for the security and safe-keeping of the hall and its contents lies with the person signing this hire agreement, so it is important that you understand your responsibilities and any extra insurances you may be required to put in place.

The scale of current charges is available on a separate document. Residents of Selside may use the hall at a discounted rate, as also may people who at the discretion of the hall are judged to have a close and active association with the Selside community.

Do contact us if you wish to discuss any particular or exceptional requirements, or require clarification regarding your booking and the charges being applied.

You need to complete all sections of this form, which is applicable to single occasions and for repeated booking for the same purpose. No contract of hire exists until it has been signed by the hirer and a representative of the hall.

Insurance, Licence, and Health and Safety documents

For full information regarding insurance, health and safety policy and our current risk assessment for the premises you will need to read the current versions of these documents. Copies may be viewed in the Users' Handbook at the Hall, or copies can be emailed to you or posted on request.

Bar Licence

At events where a member of the Hall Committee is present, and at the times of day specified in the licence, a bar serving alcoholic drinks is covered by the Hall's own licence. When a member of the Hall Committee is not present, the hirer needs to obtain a Temporary Event Notice [known as a TEN]. For details see <https://www.southlakeland.gov.uk/business-and-trade/licensing-and-permits/temporary-event-notice-ten/>

On occasion we are able to offer our own bar service for events. If you would like to discuss your requirements with us we will be happy to discuss this with you.

Car Park

Will all hirers please note that the car park area is unmarked, unpaved, and the access/egress is via a junction with a busy main road. At night it is unlit. We recommend that at large events there should be parking control by one or more marshals in high visibility vests. Attenders at events should be informed when practicable regarding the nature of the car park area.

WiFi

A free WiFi service offering internet access is available to users on request. Access must conform with the terms and conditions displayed on our website Selside.net

Hall Officers

In addition to the Chairman and Bookings Secretary whose contact details appear above, the following officers of the Hall Committee will be pleased to help you should neither of those above persons be contactable:

Secretary: Mrs Hazel Thompson Poppy Farm Selside Kendal LA8 9ED 01539 823206 07753318699 hazel@poppyfarm.com	Treasurer: Mrs Christine Bland Meadow View Selside Kendal LA8 9DS 01539 823308 07817179659 theblands17@gmail.com	Vice-Chairman: Mr Norman Winter 7 Watchgate Selside Kendal LA8 9JX 01539 823771 07740099901 normangwinter@yahoo.com
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Hiring Agreement

This agreement is to be completed and signed by the hirer and counter-signed by a representative of Selside Memorial Hall for any new booking. The signed copy will be retained by the Hall Committee to cover subsequent hire for the same purpose. In the event of use for a different purpose a new form will have to be completed and signed as evidence that the terms and conditions of use have been accepted.

PARTIES

- (1) Selside Memorial Hall acting by its management committee.
- (2) The person or organisation named as hirer below.

AGREED as follows:

Throughout this Agreement:

Selside Memorial Hall is referred to as "we"; "our" is to be construed accordingly and "we" and "us" mean and include the Village Hall's charity trustees, employees, volunteers, agents and Invitees.

The person or organisation named as hirer below is referred to as "you"; and "your" is to be construed accordingly; "you" also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees.

Where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Hall Bookings Secretary or, if the Hall Bookings Secretary is not available, any other officer of our management committee.

In consideration of the hire fee described below, we agree to permit you to use the premises for the purpose described below for the one or repeated occasions specified. The further details inserted below and the answers to the questions are terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

1] Please describe the **purpose** for which you are hiring the hall and describe any activities taking place.

Where only the hall or the kitchen is required, and not both, this should be specified. Where only the kitchen is required, access to toilets through the hall cannot be guaranteed, and may only be possible by an external route.

Are you completing this agreement for a single occasion of use? **Yes / No**

Date and time of hire [if a single occasion]

If this form is being completed for repeated occasions, the dates and times of hire and charges must be agreed with the Hall Bookings Secretary in advance. The hirer will be required to complete a further Hiring Agreement as and when conditions of hire are changed, or on other occasions at our request.

2] Will this be a private event or will it be open to members of the public? **Private / Public**

Will tickets be sold? **Yes / No**

3] Is food to be provided at the event? **Yes / No**

4] We have a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated. Where applicable please confirm which licensable activities will take place at your event:

Activity the hall is licensed for	Times for which the activity is licensed	Tick any activities to take place at your event
A] Performance of plays	Monday to Sunday – 9am to 2am (following day)	
B] Exhibition of films	Monday to Sunday – 9am to 2am (following day)	
C] Indoor sporting event	Monday to Sunday – 9am to 2am (following day)	
D] Boxing or wrestling entertainment	Monday to Sunday – 9am to 2am (following day)	
E] Performance of live music	Monday to Sunday – 9am to 2am (following day)	
F] Playing of recorded music	Monday to Sunday – 9am to 2am (following day)	
G] Performance of dance	Monday to Sunday – 9am to 2am (following day)	
H] Entertainments similar to those in E, F or G	Monday to Sunday – 9am to 2am (following day)	
I] Provision of facilities for making music	Monday to Sunday – 9am to 2am (following day)	
J] Provision of facilities for dancing	Monday to Sunday – 9am to 2am (following day)	
K] Provision of facilities for entertainment of similar to those in I or J	Monday to Sunday – 9am to 2am (following day)	

L] Provision of hot food/drink after 11pm	Monday to Sunday – 11pm to 2am (following day)	
M] The sale of alcohol	Monday to Sunday – 9am to 2am (following day)	
If you wish to serve alcoholic drinks and no member of the Hall Committee is present, you will need to obtain a Temporary Event Notice [TEN] (see page 2). I will need and will obtain a Temporary Event Notice.		Yes / No

Where alcohol is being provided the hirer or identified responsible person will ensure that alcohol is sold responsibly ensuring no drunk or unruly behaviour takes place and that sale to minors will not be allowed.

The Hirer agrees not to exceed the maximum permitted number of people as per the following occupancy rates:

	Dance Informal	Closely Seated	Total not to Exceed
With tables	0	108	108
Without tables	180	0	180

Where a licensable activity will take place, we provide 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. In signing this agreement you agree to comply with all obligations therein.

Where fees apply for the performance of copyright material, you agree to pay such fees.

You agree to allow up to two representatives of Selside Memorial Hall Committee to be present [at no charge] at any time during the hiring to ensure that activities comply fully with this Hire Agreement.

You agree that the Terms of Hire together with any additional conditions imposed under the Premises Licence (see clause 2.3) 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 you.

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

Additional conditions not specified in the Terms of Hire:

Keys and security: You undertake to be present [by your authorised representative if appropriate] during the hiring, and to ensure that the hall is kept locked when not occupied during the period of hire.

Wooden floor: You should take particular care that the wooden floor is not damaged by furniture, heavy or sharp equipment, inappropriate footwear or spillage.

Heating, lighting and decoration: You will receive instruction on what heating and lighting controls may be used. Any decoration of the hall requiring fixture to the structure of the hall must be agreed before use. Any use of any naked flame [eg candles] is not allowed unless specifically permitted before use.

Deposits and payment: At our discretion we require an immediate deposit of one-third of the cost of the booking. The full cost of hire is payable on or before the conclusion of the event. At our discretion the deposit will be retained, and returned to you within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the hall about noise or other disturbance during the period of the hiring as a result of the hiring.

Cancellation: In the event of cancellation your deposit will be refunded, except in the event of cancellation within two months of your booking, in which case return of the deposit will be at our discretion. In the event of cancellation by ourselves in accordance with the Terms of Hire, we will return your deposit in full.

HIRER

Please complete the following information where applicable. All underlined sections must be completed:

<u>Your name</u>	
Organisation	
<u>Address</u>	
<u>Contact telephone number[s]</u>	
Email address	

To be completed by the hirer:

If any activity has been ticked in section 4 I have received a copy of the relevant licence.

I have identified a planned activity for which I need to obtain an additional licence [see Term 5] **Yes / No**

I have identified that I need to obtain additional insurance [see Term 11c] **Yes / No**

[If Yes, please specify _____]

I have read and accept the Terms of Hire and additional conditions specified in this form:

Signed:

Date:

To be completed by a representative of the Hall Committee:

Name and position:

Signed:

Date:

This section may be used to indicate the deposit and hire charges due, for single or repeatable bookings:

Category of activity <i>See Rates of Hire</i>		Cost
Date, time and period of use [start and end] as applicable		
Deduct resident's discount [if applicable]		
Add Deposit charged [discretionary]		
TOTAL DUE		

Standard Terms 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 Secretary or Booking Clerk should immediately be consulted.

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

1. Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

2. Supervision

During the period of the hiring, you are responsible for:

- (i) supervision of the premises, the fabric and the contents;
- (ii) care of the premises, safety from damage however slight or change of any sort; and
- (iii) 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 us, you must 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.

3. Use of premises

You must not use the premises (including the car park, if any) for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

4. Insurance and indemnity

- (i) You are liable for:
 - (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents
 - (b) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment), and
 - (c) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises, and subject to sub-clause (ii), you must indemnify us against such liabilities.
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
 - (a) any insurance excess incurred and
 - (b) the difference between the amount of the liability and the monies we receive under the insurance policy.

(iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

5. Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

6. Music Copyright licensing

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

7. Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

8. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

9. Safeguarding children, young people and vulnerable adults

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

10. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our 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. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Secretary.

(i) You acknowledge that you 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. (Include diagram of location when handing over keys.)
- 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.
- Location of the first aid box.

(ii) In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked and panic bolts are in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.

- That exit signs are illuminated.
- That there are no fire-hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

11. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

12. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

13. Food, health and hygiene

You must, 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/are not (delete as appropriate) provided with a refrigerator and thermometer.

14. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are 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 you must make use of it in the interests of public safety.

15. Stored equipment

We accept no responsibility for any stored equipment or other property brought on to 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 we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- (i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended
- (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

16. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

17. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Hall Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

18. Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent. No decorations are to be put near light fittings or heaters.

19. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

20. Animals

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises.

21. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

22. Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

23. WiFi Services

When using the WiFi service you agree at all times to be bound by the following provisions:

- (i) not to use the WiFi service for any for the following purposes:
 - (a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - (b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - (c) interfering with any other persons use or enjoyment of the WiFi service; or
 - (d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
- (ii) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

24. Termination of the WiFi service

We have the right to suspend or terminate our wifi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) if you use any equipment which is defective or illegal;
- (ii) if you cause any technical or other problems to our WiFi service;
- (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
- (iv) if you resell access to our WiFi service; or
- (v) if you use our WiFi service in contravention of the terms of these Standard Conditions.

25. Availability of WiFi Services

- (i) Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.
- (ii) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the main hall.
- (iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

26. Privacy and Data Protection

- (i) We may collect and store personal data through your use of our WiFi service.
- (ii) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service.
- (iii) By using our WiFi service, you agree to the terms of this clause 26. If you would like more information or object to anything in these conditions, you should speak to:

When using the WiFi service the Hirer agrees at all times to be bound by the following provisions:

- (a) not to use the WiFi service for any of the following purposes:
 - (i) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - (ii) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - (iii) interfering with any other persons use or enjoyment of the WiFi service; and
 - (iv) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner
- (b) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

27. Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, return the deposit or require payment of the hire fee?

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (ii) the premises becoming unfit for your intended use;
- (iii) 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 you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

28. End of hire

You are 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 we may make an additional charge.

29. No alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

30. No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.