



Packington Memorial Hall is a registered charity (No 521484). The Hall is a community facility and the Memorial Hall Committee's objective is that it should be fully used and appreciated by all of the community.

Age

1. 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.

Supervision

2. The Hirer shall not use the premises for any purpose other than that described in the Booking Form 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.

Drunk and disorderly behaviour and supply of illegal drugs

3. **Hirers are not permitted to bring their own alcoholic drinks for consumption on or around the premises.** Licensed bars may be arranged with the management committee in accordance with current Licensing Regulations. Alcohol consumption by persons underage must not be permitted.
4. Please be aware that the Hall is in the centre of a residential community so noise levels must be kept to a tolerable limit (i.e. if there are windows / doors open then the noise needs to be lower than if these were shut).
 - a. The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.
5. The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care should be taken to avoid excessive consumption of alcohol. No illegal substances may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.

Use of Premises

6. 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 and fly posting.
7. Performances involving danger to the public or of a sexually explicit nature shall not be given.

8. For "one-off" events using the main Hall and other facilities a deposit is required at the time of booking.
9. All deposits will be banked and will be returned following a satisfactory inspection of the premises post event.
10. All charges for "one-off" Hirers must be paid in advance no later than one calendar month prior to the event.
11. Regular Hirers will be invoiced as agreed. Payment terms: strictly 14 days from date of invoice.
12. The hire period must be inclusive of set-up and clear-up times. The premises may not be accessed outside of the agreed hire period and must be vacated promptly at the end of the hire period.
13. Responsibility for the premises (and keys if applicable) rests with the Hirer during the period of access to the Hall. The Hirer must make suitable arrangements to supervise the external doors during the hire (see *Additional Information* below).
14. Heating is included and is set in advance of the event.
15. No apparatus or equipment, of any description, can be left on the premises without the prior agreement of the Memorial Hall Committee. Any items of equipment remaining in the Hall after the end of the hiring agreement will become the property of the Management Committee.
16. The village hall accepts 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 fees will be charged for each day or part day at the hire fee per hiring until the same is removed.
17. 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.
18. No responsibility whatsoever can be taken for any 'personal' items left in the venues or any damage caused to them in the venues or by any misuse of them by others.
19. Hirers should ensure they have adequate insurance for any equipment used in the hall. This should include any damage caused by them to the hall and its users.
20. The use of smoke machines is prohibited.
21. If you use any bouncy castle, it must be supervised by responsible adults at all times when it is in use, not used by children under 2 years old, restricted to use by age group (age groups 2-5, 6-12, and over 12 years must not be mixed).
22. Public entertainment is only permitted until 23:30
23. Use of facilities such as stage, sound equipment, kitchen and Venue 35 equipment must be specified prior to the event.



Only qualified and approved users will be allowed to use this equipment. Instruction in the use of this equipment will be available prior to the event. Additional charges may apply to some of the equipment (these will be outlined at time of booking).

24. Fabric chairs must not be taken outside the premises.
25. Should a call-out to either of the venues be required as a result of a fault caused by the Hirer, a call out-charge will be deducted from the Hirer's deposit. The amount of the charge will be agreed with the Hirer at the time of the call-out.
26. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member of the village hall management committee as soon as possible and complete the relevant section in the village hall's accident book (located in the kitchen). Certain types of accident or injury must be reported on a special form to the incident contact centre. The Village Hall secretary will give assistance in completing this form and can provide contact details.
27. 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 prior approval.
28. 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.

Cleaning (all areas)

29. Cleaning of all the facilities used during hiring is the responsibility of the Hirer.
30. No charge is made for additional cleaning provided that all facilities are left clean, tidy and in good repair (including refrigerator and cooker if used). Any charges incurred due to breakages, poor cleaning, failure to replace furniture, etc. will be passed onto the Hirer or deducted from the deposit. **Please leave the facilities as you would expect to find them.**
31. Tables must be cleaned, folded down and put away and chairs must be returned to their original positions.
32. All refuse must be taken away. There is no provision for refuse collection from the venues.

Cancellation

33. Cancellation charges are at the discretion of the Memorial Hall Committee. However, as a general rule, events that are cancelled more than 28 days in advance will not be

charged for. Events that are cancelled at less than 28 days' notice will be charged for unless the space is re-let.

34. The Memorial Hall Management Committee reserves the right to enter the hall at any time during an event.
35. If there is evidence of non-compliance with the conditions of hire the event may, as a last resort, be terminated.

Health & Safety

36. Venue 175 holds a Public Entertainment Licence that specifies the maximum number of people as follows:

Closely seated:	150-175
Dancing with no tables:	150
Seated at tables with dancing:	120

37. Venue 35 holds the following maximum number of people:

Theatre style	35
Boardroom style	20

38. The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, in the external ashtrays provided.
39. It is the Hirer's responsibility to ensure that there is no misuse of the facilities and that all fire exits are identified, unobstructed and unlocked.
40. 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.
41. **Cars, or other vehicles, must NOT obstruct any of the external exits and the right of way located down the side of the building.**
42. Any damage to the Hall or failure of equipment must be reported to the Memorial Hall Management Committee or Booking Secretary.
43. The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
44. 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 and thermometer

Children's Act 2006

45. The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who



have passed the appropriate Disclosure and Barring Service checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Village Hall management committee require that all regular hirers engaging in activities with children or vulnerable adults confirm that DBS checks have been performed on the responsible persons.

Animals

46. 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 Management Committee. No animals whatsoever are to enter the kitchen at any time.

Film

47. 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.
48. Hirer must be aware that the premises have no television license.

Explosives and flammable substances

49. 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 (e.g. polystyrene, cotton, wool) shall be erected without the consent of the Management Committee. No decorations are to be put up near light fittings or heaters

Insurance and indemnity

50. The Hirer shall be liable for:
- The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises.
 - All claims, losses, damages and costs made against or incurred by the village 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

- All claims, losses, damages and costs made against or incurred by the village hall management committee, their employee, 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 village hall management committee and the village hall's employees, volunteers, agents and invitees against such liabilities.
- b. The village hall shall take out adequate insurance to insure the liabilities described in sub-clauses a.i) above and may, in its discretion and in the case of non-commercial Hirers, insure the liabilities described in sub-clauses a.ii) and a.iii) above. The village 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 village hall's employees, volunteers, agents and invitees against:
- any insurance excess incurred and
 - the difference between the amount of the liability and the monies received under the insurance policy.
- c. Where the village hall does not insure the liabilities described in sub-clauses a.i) and a.ii) 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 village hall secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another Hirer.
- d. The village hall is insured against and claims arising out of its own negligence.

WIFI Policy

This object of this section of the Conditions of Hire is to provide guidelines for acceptable use of the Packington Memorial Hall Wi-Fi facility.

The Packington Memorial Hall Wi-Fi/Internet facility is provided free of charge as a convenience to hall users. The village hall committee is a volunteer organisation and can only provide limited technical support for this facility, it does not 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/device 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 take full responsibility for anything they may view or download.



Your usage of the Packington Memorial Hall Wi-Fi facility and the network is regulated by relevant UK law. In particular it is strictly forbidden to use the Packington Memorial Hall Wi-Fi to:

- i. Access, send or otherwise make available to others any material that is offensive, obscene or indecent, or infringes the copyright of another person.
- ii. The creation or transmission of material which is designed or likely to cause annoyance, inconvenience or needless anxiety.
- iii. 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.
- iv. 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 Wi-Fi devices during performances etc.

Security

For events that require supervision (e.g. parties) arrangements must be in place to supervise the entrances and smoking area at all times. These should be attended by a responsible person throughout the event. It is recommended by the Management Committee that a minimum of five adults, who are aware of the above Conditions of Hire supervise your event

Rates & Times of Hire

- i. Hall hire is charged per hour.
- ii. Hire rates are set by the Management Committee and advised at the time of booking.
- iii. The Hall may be hired in its entirety. However, specific rates apply to individual areas. These areas are:
 - a. Venue 175 + Bar area
 - b. Kitchen
 - c. Venue 35
- iv. The individual areas detailed above are separately secured. Access to areas not part of the booking is not permitted without prior agreement of the Memorial Hall Committee (additional charges may be incurred).
- v. Fire exits are clearly marked.
- vi. Fire extinguishers are marked.
- vii. The fire assembly point is at the front of the Hall.

First-Aid kits are located in Venue 35, Kitchen and Bar areas