



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

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay. Signature, electronic or otherwise will be deemed as acceptance.

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. Where the hall is hired by a group or organisation they should provide details of their nominated person(s) who will be accepting this responsibility during the event(s).

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. Any damage or equipment failure must be reported to the Bookings Secretary as soon as feasible possible.

3. Use of premises

You must not use the premises (including the car park) for any purpose other than that described in the Booking Request as detailed in the Hallmaster booking system 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. **You must NOT allow the consumption of alcohol to take place except for that purchased from the bar when hired at the time of booking.**

4. Rates and Times of Hire

- Hire rates are charged per hour and part hour
- Minimum booking time is one hour
- Hire rates and security deposits are set by the Management Committee and advised at the time of booking.
- The hall may be hired in its entirety or in specific areas: Main Hall & Bar, Kitchen, Meeting Room which have individual set hourly rates.
- The individual areas are separately secured. Access to areas not part of the booking is not permitted without agreement of the Management Committee and additional charges may be incurred.
- Any equipment required for the booking, such as audio-visual system, stage removal, kitchen, etc should be declared at the time of the booking. Only approved users will be allowed to use the equipment once instruction has taken place prior to the event. Additional charges may apply to some equipment which will be outlined at the time of request.
- No equipment, tables or chairs should be taken outside the hall at any time.
- If you call out one of the team during your booking to the hall as a result of a fault caused by you a charge will be deducted from the deposit or added to the next bill. You will be informed of the amount of this charge at the time of the call out.



5. Hire Period

The hall should be hired from the time you wish to gain access to the time you will leave including all “set up” and “clear up/cleaning” times. This is to ensure a smooth changeover for others who have hired the hall after you as you would expect when arriving for your booking.

Individual events - will require a deposit at the time of booking, which will be returned following a satisfactory inspection of the hall after the event has taken place. This will be to ensure all conditions of hire have been adhered to. The full hire charge must be paid no later than 7 days prior to the booking date.

Regular events – will require an initial deposit for new customers and then will be invoiced on the first working day of the month for payment no later than the last working day of the month. The Due Date for all invoices is the last working day of the month they were raised in, therefore allowing for any amends you might need during the month. You must pay the invoice on or before the Due Date.

6. Late Charges

Any invoice remaining unpaid 5 working days after the Due Date will be subject to a one off £10 charge. Any invoice remaining unpaid 10 working days after the Due Date will be subject to a £25 charge and all future bookings will be cancelled.

7. Car Parking

The hall has 14 car parking spaces available for use. You should ensure all spaces are filled before electing to park on the highway and that cars are parked within the marked bays. Alternative parking can be found at the Recreation Ground which is a ten-minute walk from the hall. Cars and other vehicles MUST NOT obstruct any external exits, or the right of way located down the side of the building

8. Insurance and indemnity

(i) You are liable for:

- a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents
- b) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence inflicted to our WiFi service (if any)
- c) 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 your use of our WiFi service (if any), and
- d) 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/or the use of our WiFi service (if any), and subject to sub-clause 8(ii), you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to insure the liabilities described in sub-clauses 8(i)a) and 8(i)b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 8(i)c) and 8(i)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 8(i)c) and 8(i)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 Management Committee. 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.



9. 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.

10. 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). Copies of our current licences are on our website.

11. 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.

12. 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). You should seek this in consultation with the Management Committee.

The main hall holds a public entertainment licence that allows specifics a maximum number of people as follows:

- Closely Seated: 150-165
- Dancing with no tables: 150
- Seated at tables with dancing: 120

The meeting room holds the maximum number of people as follows:

- Theatre Style: 35
- Boardroom Style: 20

13. Safeguarding children, young people and adults at risk

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, 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). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported to the Management Committee.

14. Security

Any events which require supervision (e.g. parties) arrangement must be in place to supervise the entrances and smoking area at all times. These should be attended by a responsible adult throughout the event.

15. 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. Both of which are available on our website.



You must call the Fire Service to any outbreak of fire, however slight, and give details to the Management Committee Chairman.

- (i) Before the start of an event you should ensure 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 (Kitchen, Bar and Meeting Room)
- (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).

16. 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, comply with any licensing condition for the premises and ensure the sound is not transmitted outside of the building at unacceptable levels.

17. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that no one consumes their own alcohol on the premises during your event. You must ensure that 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.

18. 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 provided with a refrigerator and thermometer.



19. 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.

20. Equipment

We accept no responsibility for any 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. Any request to store equipment for ongoing bookings must be agreed in writing by the Management Committee and insurance for damage or theft must be covered by you.

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.

21. 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, in the external ashtrays as provided and to do so as not to cause a fire.

22. 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 to the Committee Chairman whose contact details are on the board outside the Hall. Accidents should be recorded by you in the Accident Book in the Kitchen. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

23. 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, candles, incense burners) are erected or used without our consent. No decorations are to be adhered to or near light fittings, sound system, projector or heaters.

24. 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. All heating costs are included in the hire charges and the heating is set in advance of the event.

25. Animals

You 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.

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



26. Inflatables, Soft Play and Bouncy Castles

You must inform the Booking Secretary at the time of the booking if you intend to use any inflatable toys or bouncy castles or soft play. There will be a one-off charge for removing the stage which is required to enable these items to fit within the hall. If you do use such an item, it must be ALWAYS supervised by responsible adults when it is in use and not used by Children under 2 years old. It should be restricted to use by age group detailed from the manufacturer's instructions (eg 2-5, 6-12, over 12 and must not be mixed

27. Smoke, Bubble and Foam Machines

The use of Smoke, Bubble and Foam machines or similar items are prohibited

28. 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.

29. 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. 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.

30. Availability of WiFi Services

- (i) Although we aim to offer the best WiFi service possible, we can not guarantee that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be always fault-free or accessible.
- (ii) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and has the appropriate security software to protect your device against external threats and malware. 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 building router.
- (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.

31. Privacy and Data Protection

- (i) We, or our provider, may collect and store personal data through your use of our WiFi service.
- (ii) We, or our provider, 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 the Management Committee.



32. Cancellation

If you cancel the booking prior to 28 days of an event taking place the deposit will be returned. If you cancel your booking within 28 days of the date of the event, we require full payment of the hire fee. We may, in our complete discretion, waive the hire fee and return the deposit if we are able to make a replacement booking

We reserve the right to cancel this Agreement by giving you written notice via email 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;
- (iii) the premises becoming unfit for your intended use;
- (iv) 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. The management committee reserves the right to enter the hall at any time during any booking. If there is evidence of non-compliance with these terms and conditions of hire the booking may be terminated.

33. End of hire and Cleaning

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured, with all lights switched off, unless directed otherwise by the Management Committee and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge.

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.

Tables must be cleaned, folded down and put away and chairs must be returned to their original positions. All refuse must be taken away. There is no provision for refuse collection from the venues.

Please leave the facilities as you would expect to find them

34. 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.

35. No rights

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

I agree to comply with the terms and conditions of the above document:.

SIGNED:..... PRINT NAME:

DATED:.....