

**THE MILLENNIUM MEMORIAL HALL TRUST**  
**TERMS OF LETTING**

**1. SUPERVISION**

The HIRER must be at least 18 years of age. During the period of the hire, the HIRER shall be responsible for the supervision and care of the fabric of the Hall and its contents, for their safety from damage however slight and for the behaviour of all persons using, or coming upon, the premises whatever their capacity.

**2. USE OF PREMISES**

THE HIRER shall not use the premises for any other purpose than that described in the Hiring Agreement. The HIRER 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 premises or render invalid any insurance policies in respect thereof.

- a) No marquees, tents, structures, other equipment, fireworks, barbeques or cooking are permitted on the paved terrace; or in the immediate vicinity of the Hall except by permission of the Trustees.
- b) No cooking equipment shall be brought onto the premises, except by a bona fide catering company. No stiletto heels are permitted in the Main Hall.
- c) No laser beams, artificial smoke, fireworks or any highly inflammable substances are permitted inside the building, or on the paved areas.

**3. LIABILITY FOR LOSS, DAMAGE OR INJURY**

- a) The HIRER will be responsible for any damage to the premises or equipment and for any loss or theft of equipment from the premises that occur during the period of hire. The actual cost of repair or replacement, and any consequential loss, shall be paid by the HIRER. All or part of such cost or loss may be deducted from any Security Deposit paid by the HIRER.
- b) The Trustees shall not be liable for any loss or injury sustained by the HIRER, or any person entering in, or upon, the premises during the period of hire unless attributable to the negligence of the Trustees.

**4. ACCESS**

The HIRER shall on demand afford access to any Trustee or his, her or their agent and shall conform to any reasonable instruction given by any of them.

**5. ALCOHOL**

**The premises are licensed for the Sale of alcohol subject to the prior agreement of the Hall Manager and payment of £20. This charge is also applicable to events where alcohol is included in the price of the entry ticket. In order to comply with the Licensing Act 2003, the Hirer or a person nominated by the Hirer, is required to complete a form in which he/she takes full responsibility for supervising the sale and consumption of alcohol on the premises, and for ensuring that no alcohol is sold to, or consumed by, a person under the age of 18 years. Failure to comply with these requirements will result in forfeiture of the security deposit. The extra charge does not apply to HIRERS who supply alcohol for consumption on the premises and who make no charge for its consumption through direct sales or through its inclusion in the cost of entry to the event.**

**6. REMOVAL OF PROPERTY**

Property and equipment belonging to the Trustees, including the hall staging, must not be removed from the premises under any circumstances, nor must such property or equipment be taken outside the building.

**7. MAXIMUM NUMBERS**

The Hall is licensed for Music, Singing, Dancing, Theatrical Productions and Film Shows. The maximum number allowed in the Main Hall at any one time is 200 and in the Meeting Room 36.

**8. SMOKING**

Smoking is **NOT** permitted. Under the Health Act 2006, it is a criminal offence to smoke in any part of the building and it is a criminal offence for the HIRER to permit such smoking.

**9. SAFETY PRECAUTIONS**

- a) All doors, gangways and exits must be kept clear of obstruction at all times and Fire Exit Notices must not be obscured. Fire precautions must be observed at all times. The HIRER is responsible for knowing the location of all Fire Extinguishers and Exit Doors. At the commencement of hire, the HIRER should identify for attendees the location of Fire Exits; and if the alarm sounds, the need to vacate the premises immediately and to assemble on the sports field.
- b). Naked flames must not be used in the building, with the exception of small candles on birthday cakes, in accordance with Fire Safety guidance issued to the HIRER.

**10. SAFETY OF ELECTRICAL EQUIPMENT**

The HIRER must hold a valid Electrical/Portable Appliance Test Certificate or, in the case of the use of hired or borrowed equipment, The HIRER must ensure that the Owner holds such a Certificate, in respect of all electrical appliances and cables brought into the premises.

**11. DEPOSITS (See also Clause 20 below)**

- a) For reservation, other than those made by Block Bookers, 50% of the hiring charge must be paid at the time the reservation is made.

## **12. CANCELLATION**

- a) If the HIRER cancels a booking, any deposit paid may be forfeited in accordance with the Trustees' policy in force at the date of the booking. Details are available, upon request, from the Hall Manager.
- b) If the hall shall become unfit for the use intended by the HIRER, or if the premises are required as a Polling Station, or in connection with a Local or National Emergency, the Trustees shall be entitled to cancel the booking. Any deposit or hiring charges shall be refunded but the Trustees shall not, however, be responsible for any consequential loss

## **13. INSURANCE**

Normal hiring rates include HIRERS' Public Liability Insurance arranged by the Trustees.

## **14. ANIMALS**

The HIRER shall ensure that no animals (including birds and reptiles) except guide dogs are brought onto the premises. No animals of any sort may enter the kitchen.

## **15. HEALTH & HYGIENE**

The HIRER shall be responsible for ensuring that, during the period of hire, any person preparing, serving or selling food, complies with all relevant food, health and hygiene legislation and requirements.

## **16. ACCIDENTS & DANGEROUS OCCURRENCES**

As soon as possible, the HIRER must report to the Hall Manager:

- a) any accident involving injury to any person occurring on the premises, and
- b) any failure of equipment either belonging to the Hall or brought onto the premises by or at the request of the HIRER. In accordance with the *Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 1995* certain types of accident, injury, or occurrence must be reported to the Health & Safety Executive's Incident Contact Centre.

## **17. COMPLIANCE**

The HIRER shall ensure that:

- a) any activities for, or involving, children comply with all Statutory or other provisions, and that only fit and proper persons have access to children
- b) all conditions of the Premises Licence are adhered to, and
- c) all necessary licences or registrations are obtained for any activities carried on during the period of hire.

## **18. PERFORMING RIGHTS SOCIETY/PHONOGRAPHIC PERFORMANCE LIMITED LICENCES**

The hall has a PRS Licence for the benefit of HIRERS. However, HIRERS that play copyright music in public in the course of a business activity need a PPL licence of their own and they should confirm with the Trustees that they have such a licence.

## **19. NOISE**

The HIRER must ensure that noise is kept to a minimum during the period of the hire including on arrival and departure. All Music MUST cease AT 11.30pm on Saturdays and at 10.45pm on other days. The HIRER should note that the Sound Monitor is particularly sensitive to live bands and bass sounds and is designed to cut out at a certain noise level.

## **20. ACCESS**

Access to the hall is by key. A key will be issued to the HIRER prior to the booked date and after total hire charges and security deposit have been paid. The HIRER is responsible during the period of hire for the security of the premises; the hall must be locked at the end of the hire period and the key must be deposited in the secure keybox adjacent to the front entrance. The key must be used only by the HIRER or by a person immediately associated with the HIRER.

## **21. BALANCE OF HIRE CHARGES AND SECURITY DEPOSIT**

- a) In addition to the reservation deposit under Clause 11 above, not less than 14 days prior to the commencement of the period of hire, the HIRER shall pay (a) the balance of the hire charges and (b) a Security Deposit. Such Security Deposit will be banked when received and, subject to the HIRER's compliance with the Terms of Letting, Clauses 3, 5 and 6 above, and this Clause, shall be refunded within 10 days of the end of the period of hire.
- b) The cost of replacing or repairing any loss or damage to the premises or equipment or contents will be deducted from the Security Deposit and any excess shall be payable by the HIRER.
- c) The Security Deposit will be forfeited in the following circumstances:
  - Any breach of the Licensing requirements or provisions, or any other statutory or local requirements
  - Failure to totally vacate the premises at the end of the period of hire, to sweep floors, to leave premises clean and tidy and to stow away all tables, chairs and other equipment
  - Use of the premises for any purpose other than that described in the Application for Hire or on any Invoice issued
  - Playing of music after 11.30pm on Saturday or after 10.45pm on any other day
  - Playing loud music to the annoyance of neighbouring residents.
  - Any attempt to tamper with or bypass the 'Sentry' Sound Monitor

*(Revised: April 2012)*