

Standard Conditions of Hire

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

Age

The person (now to be referred to as 'You') hiring the venue must be over the age of 18 and accept full responsibility for being in charge & on the premises are all times when the public / attendees are present. They must ensure that all the Standard Conditions are met.

If the hire is for an 18th birthday party, the person (now to be referred to as 'You') hiring the venue must be over the age of 21 and accept full responsibility for being in charge & on the premises are all times when the public / attendees are present. They must ensure that all the Standard Conditions are met.

Supervision

During the hire, you are responsible for:

- Supervising of the premises, the fabric and the contents
- Taking care of the premises, and protecting from damage however slight
- The behaviour of all persons using the premises whatever their capacity including proper supervision of car parking arrangements to prevent obstruction on the public highway

You must make good or pay for all damage (including accidental) to the premises, fixtures, fittings & contents and for loss of contents.

Use of the Premises

You must not use the premises (including car park) for any purpose other than that stated on the Booking and you 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 permission.

You are only permitted to use the premises at the specific times booked – you must not access the hall earlier than booked or use the premises after the end time. If you allow your booking to start earlier than booked or continue after the end time, you will be required to pay an additional hiring fee.

You must not cover any of the smoke detectors in the hall during your booking. You must not cover the detector in the kitchen.

Venue: Higham Memorial Hall, School Lane, Higham ME3 7JL

Registered Charity 271461

Contact hmh@higham-kent-pc.gov.uk

It should be noted that the Hall has CCTV, both inside and out, and it is used in line with our CCTV Policy.

Insurance and Indemnity

A. You are liable for

1. 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.
2. 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
3. All claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a 3rd 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 (B) you must indemnify us against such liabilities.

B. We will take out adequate insurance to insure the liabilities described in (A) 1 & 2 above and may, in our discretion and in the case of non commercial hirers, insure the liabilities described in (A) 3. We will claim on our insurance for any liability you incur but you must indemnify us against:

1. Any insurance excess incurred
2. The difference between the amount of liability and the monies we received under the insurance policy.

C. Where we do not insure the liabilities described in (A) 3 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 Booking Clerk. If you fail to produce such policy and evidence of cover, we will cancel the Booking and re hire the premises to another hirer.

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

You must ensure that any activities brought onto the premises (including but not limited to bouncy castles, kanga boots, inflatable racetracks) have the appropriate insurances. You will be required to ensure that the company/companies that provide the activities send their insurance policy to the Booking Clerk prior to your booking.

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.

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Music Copyright Licensing

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL)

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.

Film

You must restrict children from viewing age-related 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)

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 & proper persons in accordance with the Children Act 1989 & 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 have been taken to prevent harm, and to respond appropriately when harms does occur. Relevant concerns must be reported.

Safety of children, young people and adults at risk (To be read as notes to the above clause)

It is good practice for an organisation working with children, young people and adults at risk to have policies in place for their own protection. This could be fulfilled by requiring the organisations running the activities to have their own policies or the charity having policies that the require all groups to comply with.

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.

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You must call the Fire Service to any outbreak of fire, however slight, and give details to the Booking Clerk.

A. You acknowledge that you have received instruction in the following matters:-

- The action to be taken in the event of a fire. This includes calling the Fire Brigade and evacuating the premises (info in foyer of hall)
- The location and use of fire equipment (diagram in foyer of hall)
- Escape routes and the need to keep them clear (diagram in foyer of hall)
- 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 (in the kitchen)

B. In advance of any activity with regulated entertainment or not you must check the following items:-

- That all fire exits are unlocked and panic bolts are in working order
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That fire doors are not wedged open.
- That exit signs are illuminated
- That there are no fire hazards on the premises

Noise

You must ensure that the minimum level of noise is made on arrival and departure, particularly late at night and early in the morning. You must comply with any licensing conditions on the premises.

Drunk, 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:

- No one attending the event consumes excessive amount of alcohol
- No illegal drugs are brought onto the premises

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. You (or us) 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 immediately in accordance with the Licensing Act 2003.

Food, health and hygiene

You must if preparing, serving or selling food, observe all relevant food health and hygiene legislation & regulations. In particular dairy products, vegetables & meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

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.

Stored equipment

We accept no responsibility for any stored equipment or any property brought onto or left at the premises, 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 until the equipment 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:

- Your failure to either pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- Your failure to dispose of any property brought on to the premises for the purpose of the hiring.

Any items stored at the hall (other than tables & chairs) are not for use by Hirers as these are stored for groups.

Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We or You 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,

Accidents and dangerous occurrences

You must report to the Booking Clerk as soon as possible any failure of our equipment or equipment bought in by you. You must report all accidents involving injury to the public to the Booking clerk as soon as possible and complete the relevant section in our

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accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Booking Clerk can 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)

Explosives and flammable substances

You must ensure that:

- Highly flammable substances are not brought into, or used in any part of the premises
- No internal decorations of a combustible nature

Heating / Cooling

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

Animals

You must ensure that guide dogs, hearing dogs and assistance dog owners are allowed on the premises

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 organisers name & address and that any discounts offered are based only on the Manufacturers' Recommended Retail Prices.

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, at our complete discretion, return the deposit or require payment of the hire fee.

We reserve the right to cancel these Standard Conditions of Hire by giving you written notice in the event of:

- The premises being required for use as a polling station for a parliamentary or local government election or by election;
- Our reasonable 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;
- The premises become unfit for your intended use;

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- 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.

End of Hire

You are responsible for leaving the premises and surrounding areas in a clean and tidy condition, properly locked and secured with any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge. All rubbish must be taken away with you at the end of your booking.

Refundable deposits will be returned, subject to any reason for full or partial retention, within 3 weeks of your booking.

In the eventuality that the refundable deposit does not cover the costs incurred by the premises – you will be expected to reimburse the difference

No alterations

You must not make any alterations or additions to the premises nor install or attach fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. At 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.

No rights

These Conditions of Hire constitute permission to only use the premises and confers no tenancy or other right of occupation on you.