

North Leigh Memorial Hall – Conditions of Hire

1. These Conditions of Hire form part of an Agreement between the trustees of the NORTH LEIGH WAR MEMORIAL HALL CIO Charity no. 1175776 (hereinafter called the 'Committee') and the person named as the Applicant on the Hire Application form (hereinafter called the 'Hirer').
2. All applications for hire must be on the Hiring Application form, signed and returned to the Booking Secretary on bookings@nlmh.co.uk. A copy of the form will be returned to the Hirer, signed on behalf of the Committee as confirmation that the hiring has been or has not been accepted.
3. The time shown under 'Time To' in the dates required section will be the time by which the premises must be cleared up AND vacated. No activities are permitted on the premises after 22:30 (Sunday to Friday) and 23:30 (Saturday).
4. The person by whom this form is signed must be 21 years of age or older, shall be deemed to be the Hirer and shall be responsible for the observance of these Conditions of Hire AND due payment of all monies due to the Committee.
5. The Committee reserves the right to refuse any booking and is not obliged to give any reason for doing so.
6. The Committee for its part will do its best to ensure that the premises are clean and in good condition for the use for which they are hired and that heating, lighting and kitchen appliances are in working order. If the Hirer is not satisfied with any of these items it must be reported to the Booking Secretary immediately.
7. Any licences required by the Copyright, Designs and Patents Act 1988 shall be the responsibility of the Hirer who indemnifies the Committee against any infringement which may occur as a direct result of this booking.
8. The Hirer shall observe all relevant food and hygiene regulations if preparing, serving or selling food on the premises.
9. Children are prohibited from entering the kitchen.
10. Storage rooms and plant rooms are to be kept locked whenever children are present on the premises.
11. If booking more than 3 months before the booked date, the Hirer must pay at least 50% of the hire charge, leaving the balance to be paid to the Booking Secretary no later than 14 days before the event. Regular users of the hall will be invoiced following the booked event.
12. The Hirer agrees to lodge with the Booking Secretary such Damage Waiver that the Committee decide to charge. The damage waiver must be provided as a separate payment at the same time as the full or balance payment. Provided that no failure to comply with these Conditions of Hire has been identified as a result of this hire, the damage waiver payment will be returned promptly after the booking.
13. The Committee reserves the right to make a cancellation charge of 25% of the hiring fee where an approved hiring is cancelled between 12 and 6 weeks of the hire date or 50% of the hiring fee if cancelled between 6 and 2 weeks of the hire date. Where the cancellation occurs within 14 days of the hire date 100% will be charged. Any cancellation outside these times the Committee reserves the right to levy a 10% administration cancellation charge.
14. The Committee reserves the right to cancel any booking where the premises are required to be used as a Polling Station or become unfit for the use intended by the Hirer or any other circumstance outside the control of the Committee. A full refund of the booking fee will be given; the Committee shall not be liable for any other losses incurred by the Hirer as a direct result of this cancellation.
15. If you are providing alcohol for your own consumption only (not selling it), you do not need a licence.
16. The sale of alcohol on the premises is only permitted where you have indicated this on the Hire Application Form, a representative of the Committee has approved the request and you have met the requirements in Clause 17.
17. We have a premises licence that allows alcohol to be sold in the hall; however, you also require to have someone present who is authorised to sell alcohol at the event. The easiest way to enable this is for the nominated person to apply for a Temporary Events Notice (TEN) from West Oxfordshire District Council. The TEN can be applied for online at: <https://www.westoxon.gov.uk/business-and-licensing/apply-or-renew-licences-and-permits/organising-public-events/temporary-event-notice/> Please note that applications take at least 10 working days to be processed.
18. The Hirer shall be responsible for maintaining good order and behaviour of all persons using the premises, including the garden and car park areas. The Committee reserves the right to terminate the hire at any time.
19. The Hirer shall ensure that the premises, including the toilets, are left in a clean and tidy condition and that all rubbish is put in bags and placed in the appropriate bin outside. In the event of failure to comply with this condition the Committee reserves the right to recover the costs of rectification from the Hirer and/or to refuse to return the damage waiver payment.
20. The Hirer shall be responsible for any loss or damage to the premises or the equipment therein. The Committee reserves the right to make good any such loss or damage and if any costs are incurred in doing so the Hirer shall be liable to pay them on demand or the cost may be taken from any damage waiver payment.

21. The Hirer must ensure that they are familiar with the Memorial Hall Fire Evacuation Plan. For the purposes of a fire, the leaders of any group using the hall are considered to be staff members and must take the appropriate actions, as detailed in the Memorial Hall Fire Evacuation Plan. A copy of the plan is available on the entrance hall notice board.
22. The Hirer shall be responsible for keeping all emergency exits and fire-fighting equipment accessible. Such equipment must not be removed from its normal position.
23. The Hirer shall ensure the emergency procedures for fire and evacuation are clearly communicated to those present at the start of the booked event.
24. At the end of each hiring, the Hirer shall be responsible for ensuring that the building is secure and the final exit door is deadlocked.
25. Sub-letting of the premises is not permitted, nor is any activity prohibited by UK law.
26. The Hirer shall be responsible for, and will indemnify the Committee against all liability for personal injury whether fatal or otherwise and all costs and expenses incurred in connection herewith.
27. The Hirer shall be responsible for, and will indemnify the Committee against all liability for loss or damage to property, other loss, damage and costs, however caused.
28. The Booking Secretary will inform the Hirer where the keys may be obtained. The keys must be returned immediately after the hiring is finished unless other arrangements have been agreed. The loss or late return of the keys will render the Hirer liable for additional charges or loss of the damage waiver.
29. The Hirer shall be responsible for ensuring that the NO SMOKING policy is adhered to by all persons on the premises.
30. Pets are allowed in the hall at the discretion of the Hirer. All pets should be kept on a lead or in a cage. It is the Hirers responsibility to ensure the animal is controlled and does not cause damage or nuisance. In addition, the hirer must ensure any soiling of any of the hall areas is cleaned up by the end of the hire period or sooner. Under no circumstances are pets allowed in the kitchen area, on chairs, or on tables.
31. Bouncy castles may be used on the premises, provided that the Hirer has an insurance arrangement with the bouncy castle owner/company. The Hirer is responsible for ensuring that:
 - a. the bouncy castle is only used where and when it is safe to do so, i.e., a safe distance from fire, water, walls or other obstructions and, if outdoors, in suitable weather conditions.
 - b. shoes, eyeglasses, jewellery or any sharp objects must be removed before entering the bouncer.
 - c. users are always supervised by an adult.
 - d. the number of users does not exceed the limit given in the instructions.
 - e. people can get on and off safely, with mats at the entrance.
 - f. anchor points are regularly checked to ensure that they are still secure.
32. Pyrotechnics, smoke machines, bubble machines, foam and dry ice are not to be used on the premises.
33. The Committee may impose any further conditions in respect to a particular booking as they may in their absolute discretion think appropriate.
34. The Committee's Health & Safety representative is Eve van der Hoek, who can be contacted via email at ehvanderhock@gmail.com or via phone on 07570 578212.
35. The Hirer must ensure that none of the stepladders stored in the Hall are used. If the Hirer or any other persons present bring their own stepladder onto the property, the Hirer is responsible for ensuring that they are safe to use and that they are used in accordance with the HSE guidance on safe use of stepladders (<https://www.hse.gov.uk/work-at-height/ladders/>).
36. The Hirer must consider whether they need to control car parking outside the hall.
37. The Hirer must ensure that any portable electrical equipment brought onto the premises by users has a current Portable Appliance Testing (PAT) certificate before it can be used. To have a PAT test completed, the Hirer may contact the Committee's H&S representative.
38. The Hirer must ensure that any portable electrical equipment considered unsafe is marked as unserviceable, is taken out of use and is promptly brought to the attention of the Committee's H&S representative.
39. Any other faults identified on the property must be entered into the Defects Book, which can be found in the main kitchen, adjacent to the 1st Aid Kit.
40. The Hirer must ensure that they enter details of any accidents that take place on the Hall Premises in the Accident Book, which is located in the kitchen, beside the 1st Aid Kit, and must promptly inform the Committee's H&S representative.
41. The Hirer must ensure that tables, chairs and other equipment are stacked carefully and in accordance with the pictures displayed on the notice board at the rear of the Hall, so that they do not collapse or present a danger to any other users.
42. The Hirer must ensure that trolleys are used to move heavy equipment where appropriate.