

HATHERSAGE MEMORIAL HALL BOOKING PROCESS

BOOKING PROCESS

Thank you for choosing to hire the Hathersage Memorial Hall. This document is designed to help you through the process.

Terms and Conditions

Please read carefully through the Standard Conditions of Hire document. **In hiring any part of the Hall you or a nominated person agrees to be present during the hiring and to comply fully with these Standard Conditions of Hire and with all Laws relating to use of the premises.**

Application Form

You can apply online to book the Hall at <https://hathersagememorialhall.org.uk/> (please go to the booking page and click on the link to the Hallmaster calendar)

If you are not able to use the online form, please return the Application Form below by email to hathersagememorialhall@outlook.com, or by post to: Hathersage Memorial Hall, Oddfellows Road, Hathersage, Hope Valley. S32 1DU. Allow several days for postal bookings to be acknowledged.

Your booking is *not* finalised until confirmed by a member of the bookings team. The confirmation will give details of the date(s) and time(s) of your event(s) along with the cost and details of how to obtain the key.

Invoices

Your Invoice will detail your payment (deposit / balance / full payment) and how this can be paid. (BACS is preferred). Unless you are a regular user, please make your ***full payment*** within 14 days of receiving the invoice.

Further Information

If you have any queries regarding this process or require further information, please contact the Bookings Officer on 07470 297 297 or by email booking@hathersagememorialhall.org.uk Please bear in mind that the Hall is run by volunteers and whilst we try to check emails daily there may be a short delay in replying to you.

Standard Conditions of Hire

These standard conditions apply to hiring of any part of the Hathersage Memorial Hall. If the Hirer is in any doubt as to the meaning of the following, please contact the Hall Secretary or Booking team.

1. Age and responsibility

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 are met.

2. Use of premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement, and shall not sub-hire. **Nor shall the hirer use the premises (or allow the premises to be used for) any unlawful purpose** (or in any unlawful way). Nor shall the Hirer do anything, or bring onto the premises anything, which may endanger the premises or contents, or render invalid any insurance policies relating to the Hall.

2.1 Activities expressly forbidden, or requiring written permission

The Hirer shall comply with all legislation relevant to activities and behaviour during their hire.

The Hirer shall not allow the consumption of alcohol within the premises **without written permission from the Memorial Hall Committee**. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk, nor to any person suspected of being under the age of 18. 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.

No illegal drugs may be brought onto the premises.

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.

Performances involving danger to the public or of a sexually explicit nature shall not be given.

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

3. Numbers of users

The hirer agrees not to exceed the maximum permitted number of people per room including the **organisers/performers**:

Main Hall (Approx 15m x 9m)	270	Seated 154
Lawrence Hall (Approx 14m x 6m)	100	Seated 70
Stanage Hall (Approx 10m x 6m)	60	Seated 40
Sampson Room (Approx 5m x 4m)	12	Seated 12

4. Supervision, damage and behaviour

- i. The Hirer shall, during the period of the hire, be responsible for:
- ii. supervision of, and care of, the premises, the fabric and the contents of the Memorial Hall, including safety from damage however slight, or change of any sort.
- iii. and 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.
- iv. NOTE: We require a supervision of one responsible adult per 10 students for an 18th Birthday Party or similar event.

5. Alterations

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 the prior written approval of the Memorial Hall Committee, including agreement as to whether these alterations or additions will remain in place at the end of hire.

The Hirer shall notify the Committee of, and pay for or make good, all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

6. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning as the Hall is in a residential area. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device available, ensure that outer doors remain closed (to cut down on noise levels) and comply with any other licensing condition for the premises. There should be no music played or loud noise after 12:00pm midnight.

7. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise. Any contents temporarily removed from their usual positions should be properly replaced, otherwise the Memorial Hall shall be at liberty to make an additional charge.

8. Licensable activities

If licences are required in respect of any activity to be held in the Memorial Hall (see for example <https://www.gov.uk/premises-licence>) the Hirer should ensure that they hold the relevant licence, or that the Memorial Hall holds such a license.

The hirer must agree to comply with all obligations shown on the licences displayed in the Memorial Hall.

8.1 Use of copyright music

The Hall has a licence with the Performing Rights Society for the performance of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person, but it is incumbent on the Hirer to check this Licence.

1.2 Sale of Alcohol

Sale of alcohol is not covered by the Hall's Premises Licence, therefore if the Hirer intends to sell alcohol, they must obtain a Temporary Event Notice (TEN) from the local licensing authority. **The Hirer shall obtain the written consent of the Management Committee before applying to the local licensing authority for the TEN and shall provide them with a copy of the TEN licence prior to the event.** Failure to do so will result in cancellation of the hiring without compensation as there is a limit on the number of TENs that can be granted annually for any premises, and the number of days to be covered by those TENs.

9. Public Safety Compliance in general

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Hall's 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.

10. Fire Safety

10.1 Familiarity with action in the case of fire

- i. The Hirer must ensure that prior to the Hire, they are familiar with:
- ii. The action to be taken in event of fire. This includes calling the Fire Brigade (via 999) to any outbreak of fire, however small, and evacuating the hall in an orderly manner to the Public Car Park opposite the Hall, using the appropriate exits.
- iii. The location and use of fire equipment. (Diagram displayed on the foyer notice board.)
- iv. Escape routes and the need to keep them clear.

- v. Method of operation of escape door fastenings.
- vi. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

10.2 Ensuring users can escape in the case of fire

- i. In advance of an entertainment or play the Hirer shall check the following items:
- ii. That all fire exits are unlocked and panic bolts in good working order.
- iii. That all escape routes are free of obstruction and can be safely used.
- iv. That any fire doors are not wedged open.
- v. That exit signs are illuminated.
- vi. That there are no obvious fire hazards on the premises.
- vii. That the Guests/Audience are made aware of the Fire Procedures by the Hirer or his/her nominated person.

10.3 Flammable substances, naked flames and unauthorised heating devices

- i. The Hirer shall ensure that:
- ii. Highly flammable substances are not brought into, or used in any part of the premises and that
- iii. No internal decorations of a combustible nature shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.
- iv. No naked flames to be used in the Memorial Hall other than the fixed hall appliances.
- v. The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

11. Electrical appliance safety

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. All electrical equipment must have an up-to-date P.A.T. test.

12. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. The premises are provided with a refrigerator/freezer.

The hirer shall also comply with the Hall's Health and Safety Policy and any legal regulations which apply to the activity or number of participants (such as government regulations for Covid or other infectious diseases).

13. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of the Memorial Hall Management Committee **as soon as** possible and complete the relevant section in the Memorial Hall's Accident Book found in the Kitchen First Aid Cupboard. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

Any failure of equipment belonging to the Memorial Hall or brought in by the Hirer must also be reported **as soon as possible**.

14. Insurance and indemnity

The Memorial Hall is insured against any claims arising out of its **own** negligence, however:

14.1 The hirer shall be liable for:

- i. the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises, including the curtilage and/or the contents of the premises
- ii. all claims, losses, damages and costs made against or incurred by the Memorial 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, and

- iii. all claims, losses, damages and costs made against or incurred by the Memorial Hall Management Committee, their employees, 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
- iv. subject to sub-clause 14.2, the Hirer shall indemnify and keep indemnified accordingly each member of the Memorial Hall Management Committee and the Memorial Hall's employees, volunteers, agents and invitees against such liabilities.

14.2 Memorial Hall insurance

The Memorial Hall shall take out adequate insurance to insure the liabilities described in sub-clauses 14.1 (i) above and may, *in its discretion and in the case of non-commercial hirers*, insure the liabilities described in sub-clauses 14.1 (ii) and (iii) above. **Commercial hirers must ensure that they are adequately insured.**

The Memorial 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 Memorial Hall Management Committee and the Memorial 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.

14.3 Additional hirer insurance

Where the Memorial Hall does not insure the liabilities described in sub-clauses 14.1 (ii) and (iii) 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 Memorial Hall. Failure to produce such policy and evidence of cover will render the hiring void and enable the Memorial Hall Secretary to rehire the premises to another hirer.

15.Children in the hall

The Hirer shall ensure that any activities for children and vulnerable adults comply with the all provisions of the relevant Children Act and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks have access to the children. The Hirer shall provide the Memorial Hall's management committee with a copy of their DBS check and Child Protection Policy on request.

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

16.Sale of goods

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.

17.Cancellation

The committee retains the right to charge a fee for bookings that are cancelled 14 days or less before the event.

- i. **Note:** if a hirer repeatedly cancels events at short notice, and this has not been agreed in advance, the Committee reserves the right to review any further refunds and bookings for that group.
- ii. The Memorial Hall reserves the right to cancel any hiring by written notice to the Hirer in the event of:
- iii. The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- iv. The Memorial Hall Management Committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- v. The premises becoming unfit for the use intended by the Hirer
- vi. 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

- vii. If the booking is cancelled by the Memorial Hall, a full refund will apply.

18.Stored equipment

Unless previously agreed by the Hall Committee, all equipment (and other property) must be removed at the end of each hire or fees will be charged.

- i. The Memorial Hall accepts no responsibility for any equipment (or other property) brought onto or left at the premises, and all liability for loss or damage is hereby excluded.
- ii. The Memorial Hall may use its discretion in any of the following circumstances:
- iii. Failure by the Hirer either to 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
- iv. Failure by the Hirer to dispose of any property brought onto or left at the premises for the purposes of the hiring. This may result in the Memorial Hall Management Committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

19.No rights

- i. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.
- ii. It is hereby agreed that the Standard Conditions of Hire, together with any additional conditions imposed under the Premises Licence, or that the Memorial Hall Management Committee deem necessary, shall form part of the terms of this Hiring Agreement, unless specifically excluded by agreement in writing between the Memorial Hall and the Hirer.
- iii. None of the provisions of this Agreement are intended to, or will, operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

Whilst every effort is made by the Memorial Hall Management Committee to ensure that the hall you have booked is available at the time and on the date for which you have booked, there may be unforeseen circumstances which mean that we are unable to fulfil your booking. In such circumstances we will refund any payment that you have made to secure the booking. However we will not be responsible for any other expenses you may incur as a result of the hall's unavailability. We therefore strongly recommend that you take out 'Event Insurance' to cover this eventuality.

Hathersage Memorial Hall - Standard Conditions of Hire

APPLICATION FORM ON THE FOLLOWING PAGE.

HATHERSAGE MEMORIAL HALL

APPLICATION FOR HIRING OF HALLS

Please return to:

Memorial Hall Booking Officers: email hathersagememorialhall@outlook.com

Any problems please telephone: 07470 297 297

Please type your details into the grey rectangles (they will expand as you type), click on the grey boxes to mark/unmark them.

Title: **First name** **Family name:**

Email: _____ **Organisation (if applicable):** _____

Address:

Telephone no:

Hall(s) Required (Please select (✕) appropriate box/boxes)

Main Hall ☐ Lawrence Hall ☐ Stanage Hall ☐ Sampson Room ☐

Whole Hall ☐

(Use of the Kitchen is included in any of the above Hall Hire but may need to be shared with other Hall Hirers)

Date(s) Required:	Start Date	Finish Date
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Time Required:**Purpose/Description of Hiring:**

(for example, Wedding, private party, exercise class, theatrical performance)

The Memorial Hall has a Premises Licence authorising the following regulated entertainment (see below), and **licensable activities can take place between 09.00 and 24.00 Monday to Sunday**. Please confirm which licensable activity/activities (if any) will take place at your event by selecting (✗) the appropriate box(es).

ACTIVITY	Please Select	
a. The performance of plays	<input type="checkbox"/>	
b. The exhibition of films	<input type="checkbox"/>	
c. The performance of live music	<input type="checkbox"/>	
d. The playing of recorded music	<input type="checkbox"/>	
e. The performance of dance	<input type="checkbox"/>	
f. <i>Other entertainment similar to those in a to e</i>	Please specify:	
g. Making music	<input type="checkbox"/>	
h. Dancing	<input type="checkbox"/>	
i. <i>Other entertainment similar to those in g or h</i>	Please specify:	

Do you intend to sell alcohol at your event? YES ☐ / NO ☐. If you have answered YES, please note the Hall is not licensed for the sale of alcohol and you will need to apply for a TEN (Temporary Events Notice). The Memorial Hall can only have 20 events a year that need TEN licences, so we cannot guarantee that your event will be granted a TEN. **Please check with the hall booking team before applying for the licence.**

You can apply for a TEN online: <https://www.gov.uk/temporary-events-notice>, but if you are using a business to supply the alcohol, check with them as they will usually make the application.

You will need to provide evidence to the Memorial Hall committee that you have a licence BEFORE your event takes place. Failure to do this may result in cancellation of your event by the Memorial Hall.

If alcohol is to be given free of charge then **no mention** of this should be made on any tickets or advertisements.

The Hirer or their nominee agrees to be present at all times during the hiring and to comply fully with the **Standard Conditions of Hire and any relevant UK legislation**. (The Standard Conditions of Hire are displayed on www.hathersagememorialhall.org.uk , on the inside Hall Notice Board or a further copy is available from the Bookings Officer).

Signed for the Hirer (*sign by typing your name*):

Date: