

# Wickhambrook Memorial Social Centre

Cemetery Road, Wickhambrook, Newmarket, Suffolk CB8 8XR

## CONDITIONS OF HIRE

*(To be retained by the Hirer)*

*These Conditions of Hire form part of, and should be read in conjunction with, the MSC Hire Agreement.*

### 1. Terminology

In the following Terms and Conditions Wickhambrook Memorial Social Centre, in the persons of its Trustees and management committee, is referred to as the **MSC** and the hirer, whether an individual or organisation, is referred to as the **Hirer** or in the first person singular, 'him'.

### 2. Currency of the Terms and Conditions

These Terms and Conditions, dated November 2010, are approved and authorised by the Memorial Social Centre Trustees, and will apply to all bookings made after that date until changed by the **MSC**. All previous Terms and Conditions of hire are revoked.

### 3. Event Manager

A **Hirer** may appoint an Event Manager to undertake the responsibilities undertaken by the **Hirer** during a hiring. Where an Event Manager, who has been approved by the **MSC**, is acting in lieu of the **Hirer** that Event Manager shall, **for the full duration of the hiring undertake all those responsibilities for the proper conduct of the hiring event which are required of the Hirer under this Hire Agreement.**

### 4. Agreement

The **Hirer** shall indicate contractual acceptance of the Terms and Conditions of hire, as listed in the 'Hire Agreement' and the 'Conditions of Hire', by submitting a completed Booking Form and a signed and dated copy of the current MSC Hire Agreement. The Terms and Conditions of hire shall not be amended by the exclusion of any constituent part, and shall apply to every booking without exception.

The **Hirer** must visit the hall before the date of the hiring a) to meet one or more members of the Trustees or management committee, b) to review the essential points of the Hire Agreement and the Hire Terms and Conditions, c) to familiarise with the hall layout, safety regulations, fire precautions and procedures for opening and securing the hall.

The **MSC** reserves the right to refuse any application for hire without stating the reasons for doing so.

The **MSC's** Equal Opportunities Policy constitutes part of the Conditions of Hire, however, the **MSC** premises are not available for hire to persons under 21 years of age.

### 5. Charges

The 'Hire Time' comprises the whole occupation time, from first entry to last exit. Unless agreed otherwise, in writing, by the Booking Manager, the hire time shall include all 'preparation', 'setting up' and 'clearing down' time.

The charges for the use and hire of the premises and facilities shall be as agreed at the time of booking.

Charges are subject to review and will be altered by the **MSC** from time to time, usually to take effect from 1<sup>st</sup> June annually. Revised charges will not be applied retrospectively to confirmed bookings i.e.: The hire rate at the time a booking is confirmed will apply, regardless of any subsequent increase.

### 6. Payment of hire charges- Confirmation of booking

The balance of the hire fee must be paid in full not less than 4 weeks before the hiring to guarantee access to the premises.

Until a booking is confirmed the **MSC** shall be free to let or hire the premises on any date which may have been discussed without incurring any liability to a prospective hirer.

### 7. Cancellations

If the **Hirer** wishes to cancel a booking before the date of the event and the **MSC** is unable to conclude a replacement booking, the question of the repayment of the balance shall be at the discretion of the **MSC**.

The **MSC** reserves the right to refuse a booking or, without notice, to cancel this hiring agreement before or during the term of the agreement upon giving seven days notice to the **Hirer**.

The **MSC** reserves the right to cancel a booking at any time, or to prohibit the continuance of an event, if it considers that the hirer has failed to comply with any of the Terms and Conditions of the Hire Agreement and in such circumstances the **Hirer** shall forfeit the whole of the fees paid for the hire, and the **MSC** shall not be liable for any payment in respect of any actual or presumed loss of profit or any other cause.

The **MSC** reserves the right to cancel the hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election (usually on a Thursday), in which case the **Hirer** shall be entitled to a full refund of any deposit or fees already paid.

### 8. Use of premises

The **Hirer** shall not use the premises for any purpose other than described in the hire agreement.

The **Hirer** shall not, without the prior agreement and written permission of the **MSC**, sub-hire the premises.

The **Hirer** shall observe the maximum capacity of the premises as set by the Licensing Authority:

**a)** Seated at tables: 150. **b)** Dancing: 300. **c)** Closely seated audience: 200 for which not less than two (2) attendants will be on duty. Except at wholly private events, the **Hirer** shall ensure that at least two (2) First Aiders are on duty when 100 or more members of the public are present.

The **Hirer** shall not allow the premises to be used for any unlawful purpose or in any unlawful way or allow anything to be done on or in relation to the premises which is in contravention of the law relating to gaming, betting and lotteries, or permit or engage in any activity which brings the Memorial Social Centre, the Trustees or the management committee into disrepute.

#### 9. Health and Safety

The **Hirer** shall, before the hiring, by visiting the MSC premises accompanied by the MSC Booking manager, make himself conversant with the location of the first aid and fire fighting equipment and with the Fire Evacuation Procedures.

The **Hirer** shall be responsible for ensuring that during the hire period the fire exits are kept free from obstructions.

The **Hirer** shall not engage in any activity or bring into the premises anything which could cause danger.

In the event of an accident or injury to any person during the hiring the **Hirer** shall enter the details in the accident book which is kept in the kitchen and report the matter to the **MSC** management committee either verbally or in writing.

Mains powered electrical equipment brought onto the premises must be safety-certificated (e.g. PAT certificated).

#### 10. Child protection

The **MSC's** Child Protection Policy constitutes part of these Conditions. The **Hirer** shall ensure that any activities for or involving children comply with the provisions of current child protection legislation with particular attention to arrangements and procedures ensuring that only fit and proper persons can have access to the children. Stage work undertaken by children, which carries particular physical hazards or involves special duties of care, must be supervised at all times by approved or licensed adults.

#### 11. Sale or Supply of alcohol

The MSC holds a full 'On' licence for the sale of alcohol. Pay bars and the supply of any alcohol for consumption on the premises can be provided by the MSC's approved Bar Services Provider (Jack Couzens, The Greyhound Pub, Wickhambrook, operating under contract to the MSC). If you wish to run your own bar, where alcohol will be for sale, the hirer is required to obtain a TENS (Temporary Events Notice) from St Edmundsbury Council. This can be done online at <https://www.gov.uk/apply-for-a-licence/temporary-event-notice/st-edmundsbury/apply-1> at a cost of £25 (correct at January 2013). No variation of this condition is permitted without prior written agreement from the **MSC** and **Jack Couzens**.

The **Hirer** shall be liable for any consequences, including costs and damages, arising from any infringement of the Licensing laws, breach of contract between the MSC and its contractors, breach of the MSC's Public Entertainment Licence, or breach of these Conditions of Hire regarding the supply of alcohol during a **Hirer's** event.

These conditions do not apply to alcoholic drink brought onto the premises as prizes for raffles and competitions, and not for consumption on the premises.

#### 13. Sales of goods and food

The **Hirer**, if preparing, serving or selling food, shall observe all relevant food health and hygiene legislation and regulations and, if selling goods on the premises, shall comply with Fair Trading Laws and any code of practice used in connection with such sales.

#### 14. Music and Performance Licences

The **MSC** holds a Performing Rights Society licence.

The **Hirer** shall be responsible for obtaining any other licences which may be needed such as that from Phonographic Performance Ltd, publishers of plays and other copyright material, and for the observance of the terms of all applicable licences.

#### 15. Indemnity

The **MSC** shall be indemnified by the user or hirer against all claims, demands, actions and proceedings in respect of any infringement of copyright or any unauthorized performance or use of recording apparatus or the like or the improper or unauthorized use of licensable equipment such as broadcast receiving apparatus or transmitting apparatus by users of the premises.

The **Hirer** shall provide a copy of any relevant indemnity insurance if so required by the **MSC**.

The **Hirer** shall indemnify the **MSC** for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the building, which may occur during or arising from the hiring.

#### 16. Liabilities

The MSC premises, land and estate are private property over and across which there are no Rights of Way. Use of the MSC premises, equipment, car park, recreational land and recreational facilities is permitted entirely at the user's own risk.

The **MSC** will not be liable for any losses suffered or personal injury occasioned to any user except where such losses or injury are directly attributable to the negligence of the **MSC**. In any event the **MSC** will not be liable for any consequential loss however caused. The **MSC** does not accept any responsibility for any damage or loss of any property or articles left or placed in or on any part of the premises, the car park or the recreation field.

The **Hirer** shall indemnify the **MSC** against all claims, demands, actions or proceedings in respect of the death of or injury to any person, or damage to or loss of property belonging to any person or organisation arising out of the user's hire and use of the premises and facilities or any part of the MSC estate.

#### 17. Car Park and Recreation Field

Use of the car park and recreation field is permitted. No Rights of Way exist onto, on or across MSC premises or land.

All users of the car park and recreation field do so entirely at their own risk.

The MSC car park is used by a variety of people on an ad hoc basis. **Hirers** have no prior claim to parking space on the car park.

Motor vehicles using the car park must be taxed for normal road use and carry not less than Third Party Insurance.

**Vehicles are not permitted on the recreation field except with the prior permission of the MSC management committee.**

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**18. Insurances**

The **Hirer** shall not engage in any activity or bring into the premises anything which may endanger or render invalid any insurance policies protecting the **MSC**, the MSC Trustees, the MSC management committee or any person using or connected with the **MSC**. The **Hirer** is advised to arrange suitable insurance against loss, damage or liability arising from any claim made against the **Hirer**.

**19. Supervision of the event.**

The **Hirer** shall make himself aware of, and observe, all relevant Conditions in the MSC's Public Entertainment Licence SEBC/LN/00000001757 a full copy of which may be inspected by application to St Edmundsbury Borough Council or the MSC Management Committee Secretary. For reference, a summarised copy is posted in the MSC foyer.

The **Hirer** shall be responsible for returning the premises to their pre-hire condition after the hire period including, inter alia, the removal from the premises of all rubbish created by the hiring and leave all parts of the premises including the kitchen, toilets etc. in a clean condition.

Malicious activation of the fire alarm, fighting, drug abuse, anti-social behaviour (such as causing or permitting noise nuisance) or other misbehaviour on or around the premises by anyone involved with the hiring, which brings the **MSC** into disrepute or dispute with others, will result in forfeiture of the Bond in whole or in part.

For the purpose and duration of the hiring the **Hirer** shall, within the Terms and Conditions, be solely responsible for:

- a) the care of the premises, including protecting the fabric and the contents from damage or change of any sort, however slight,
- b) ensuring the proper behaviour of all persons using the premises including the proper conduct and control of the event and
- c) **ensuring personally that noise control is exercised at all times.**

**20. Noise**

The **Hirer** shall ensure, by adequate supervision and control of the conduct of the event, throughout the duration of the hiring, that amplified speech and music, and other sources of noise, **shall not disturb nearby residents AT ANY TIME.**

The **Hirer** shall ensure that musical entertainment ceases at or before **11.45pm**, that the premises are vacated no later than **midnight** and that persons leaving the premises and car park, do so **without causing any noise nuisance to nearby residents.**

The **Hirer** shall note that with a smoking ban in force throughout the premises smokers who congregate outside tend to try to leave the external doors open. The **Hirer** shall ensure that while amplified music is being played all doors and windows are kept shut.

In order to meet the requirements of paragraph 3.2(b) of the Embedded Restrictions in License Number SEBC/LN/000001757, the **Hirer** shall "Not engage in any activity which will prevent him from exercising supervision of the premises."

Legislation provides that as from 1 October 2006, local authorities are able to issue fixed penalty notices in the region of £500 to the person in charge of the premises at the time of any noise complaint. **Hirers** are advised therefore to appoint an **Event Manager** to assist or undertake the control of the event, throughout the duration of the hiring, with particular attention to controlling external noise.

**21. Conduct**

Threatening behaviour and abusive language are prohibited. The **MSC** may refuse admission to the premises, or require any person to leave the premises, without giving reason for doing so. The police require that all incidents of anti-social behaviour are reported promptly. The **MSC** policies on Vulnerable Adult Protection and Child Protection constitutes part of these Conditions.

**Hirers** are required to have a mobile phone readily available should it be necessary to call the emergency services. Mobile phone coverage is generally adequate at the hall's location. The hall is not equipped with a permanent (landline) telephone and it remains the **Hirer's** responsibility to ensure adequate means of emergency communication before the commencement of the event.

**Hirers** shall be responsible for the effective security of the premises facilities and contents for the duration of the hire period and shall inform the **MSC** of any damage caused or observed or of any defect or danger observed. The **Hirer** shall ensure that there is no interference with or alteration of any equipment or fittings in the premises without prior permission of the **MSC**.

Whenever the premises are let for a dance, disco or similar public function the **Hirer** must appoint at least two (2) adult Stewards to maintain good order. NB. Doorkeepers ('bouncers') must be appropriately licensed.

**22. Unfit for Use**

In the event of the **MSC's** premises, or any part thereof, being rendered unfit for the use for which it has been hired for any reason, the **MSC** shall not be liable to the **Hirer** for any resulting loss or damage whatsoever. The **MSC's** maximum liability to the **Hirer** shall be limited to the return of all monies paid by the **Hirer** to the **MSC**.

**23. End of Hire**

(i) Security. The **Hirer** shall be responsible for leaving the premises and the surrounding area in a clean and tidy condition, and leave the building properly locked and secured unless directed to do otherwise by the **MSC**.

(ii) Rubbish and Restoration. At the end of the hiring, or during any additional time which, at the **MSC's** discretion, has been allowed for clearing up, the **Hirer** shall ensure that bottles, and all rubbish generated by the hiring, are removed from the premises and the **Hirer** shall ensure that any contents, properties or furniture temporarily removed from their usual positions are properly replaced and kitchen equipment is left clean and correctly stored.

(iii) Cleaning and Repairs. If the **MSC** finds it necessary to undertake special cleaning, replacement of furniture or repairs as the result of a hiring, the costs will be deducted from the Insurance Bond.

(iv) Keys. The **Hirer** shall ensure that all keys are returned to the Booking Manager within 24 hours after the hiring.

**24. Rubbish clearance**

Hirers are required to leave the hall in a clean condition with the bulk of rubbish removed, so that the MSC dustbin is not overfilled.

24. Limitations Nothing in the above Conditions shall be construed as in any way limiting the **Hirer** from the normal duties of care for the **MSC's** premises, property, licenses or for any persons on or using **MSC** premises.

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