

THE VICTORY COMMEMORATION HALL - STANDARD CONDITIONS OF HIRE

If the Hirer is in any doubt as to the meaning of the following, the Bookings Officer should be consulted immediately.

1. Supervision

The Hirer shall, during the period of the hire, be responsible for supervision of the premises, the fabric and the contents, and take all reasonable care in avoiding damage to any equipment or part of the premises.

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 or use the premises or allow the premises to be used for any unlawful purpose.

3. Alcohol

In accordance with the Licensing Act 2003, no alcohol shall be sold on the premises without the agreement of the Managing Trustees.

If alcohol is to be sold on the premises within the terms of the Premises Licence, the Hirer shall obtain the written consent of the Managing Trustees by:

- a) Nominating a Personal Licence Holder on the Agreement for Hire. This could be a local landlord or other personal licence holder or.....
- b) Requesting permission from the Managing Trustees to sell alcohol at an event and thereby requesting that the Managing Trustees be collectively responsible for ensuring compliance with licence conditions and the law. In this situation the Hirer shall have responsibility for matters falling within their control and be responsible for ensuring the Licensing Act 2003 is fully complied with and that all licensing objectives are met.

Failure to do this will result in cancellation of the hiring without any compensation.

In all cases the Hirer shall comply with the "VC Hall sale of alcohol Hirer's obligations"

4. Temporary Event Notices

In order to hold a licensable activity not covered by the VC Hall's Premises Licence a Temporary Event Notice (TEN) will need to be given to the licensing authority.

The Hirer shall obtain the written consent of the Managing Trustees on the Agreement for Hire before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation as there is a limit on the number of TENs which can be granted annually for any premises.

5. Drunk and Disorderly Behaviour

The Hirer shall ensure that in order to avoid disturbing neighbours to the Hall and avoid violent or criminal behaviour, care shall be taken to avoid the excessive consumption of alcohol. 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 as 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. No drinks to be taken outside of the premises

6. Hours of Opening

The premises shall not be used for licensable activities except between the hours of 12 noon and 12 midnight unless special permission has been issued by both the Managing Trustees and Melton Borough Council as the licensing authority.

7. 18th/21st Parties

The Hirer shall ensure that if alcohol is to be sold at an 18th or 21st party, then a Personal Licence Holder is on site at all times. If alcohol is provided, but not sold, then the Hirer shall ensure that a parent or guardian is on site at all times.

8. Damage Deposit

A Damage Deposit is required for all parties, discos, and weddings. The deposit will be refunded within 28 days of the termination of the hire provided no damage or loss has been caused to the premises or its contents.

9. Charges

The total charges are payable to the VC Hall Bookings Officer at least 30 days before the date of the event.

10. Confirmation of Booking

The appropriate deposit, together with this form signed by both parties, acts as confirmation of a booking.

11. Performance of Copyright Music

The Hirer shall ensure that any licences required for the performance of copyright music in any form is either provided by the Hall, or by the Hirer.

12. Gaming, Betting and Lotteries

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.

13. No Smoking

The Hall has a no smoking policy. The Hirer has the responsibility to enforce this policy. The Managing Trustees reserve the right to cancel any future bookings for the Hirer if there is evidence that smoking has been allowed in the building.

14. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise.

15. Health and Hygiene

The Hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

16. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by him or her to the premises and used there shall be safe and in good working order, and used in a safe manner.

17. Indemnity

The Hirer shall indemnify the Managing Trustees for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring or as a result of the hiring.

Under no circumstances will the Managing Trustees accept responsibility or liability in respect of any loss or damage (other than for death or personal injury) which may be incurred by or be done or happen to the Hirer or any person in their employ or any other persons or persons entering the Hall by reason of the use of the Hall by the Hirer. Any third party introduced into the Hall by the Hirer must have their own public liability insurance.

18. Compliance with The Children Act

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children.

19. 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

20. No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed using bolts, screws, pins or other similar objects to any part of the Hall.

21. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night.

22. Cancellation by Hirer

If the Hirer shall cancel the hiring of the premises then unless notice of such a cancellation shall have been received by the Managing Trustees or their representative at least 30 days prior to the date on which the engagement would have otherwise taken place then the Managing Trustees may at their discretion retain or claim the whole of the fee payable in respect of such cancelled engagement.

23. Cancellation by the Managing Trustees

The Managing Trustees reserve the right to cancel any engagement in writing given to the Hirer 7 days before the date on which the engagement would have otherwise taken place and shall not incur any liability to the Hirer whatsoever in respect thereof save for the return of any fee paid by him in respect of such cancelled agreement.

24. Unfit for Use

In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired the Managing Trustees shall not be liable to the hirer for any resulting loss or damage whatsoever.

25. Refusal of Booking

The Managing Trustees reserve the right to refuse a booking without reason or notice.

26. No Rights

This Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

27. 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. The Hirer is responsible for removing their own rubbish from the building. The Managing Trustees accept no responsibility for any equipment or goods left in the Hall by the Hirer