

MODBURY MEMORIAL HALL'S CONDITIONS OF HIRE

Where the Trustees of Modbury Memorial Hall (Registered Charity No.300901) have provided written confirmation of acceptance of the Hirer's booking application, the Modbury Memorial Hall confirms that the Hirer may have non-exclusive use of the agreed parts of the premises for the agreed period of hire subject to the following terms and conditions ("this Agreement").

1. Terms of hire and Termination

The Hirer acknowledges that:

- (a) The Hirer is a person over the age of 18 and hereby accepts responsibility for being in charge of and on the premises at all times during the agreed period of hire and for ensuring that all terms and conditions under these Conditions of Hire are met.
- (b) These Conditions of Hire together with any additional conditions imposed under the Premises License and any applicable Temporary Extension Notice ("TEN"), form part of the terms of this Agreement unless agreed otherwise in writing by the Modbury Memorial Hall.
- (c) The Hirer shall additionally be bound by and shall comply with such additional reasonable instructions relating to the use of the premises as the Committee of the Modbury Memorial Hall ("Committee") may from time to time notify to the Hirer.
- (d) 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.
- (e) The Committee may at any time cancel the hiring or withdraw permission for the Hirer to occupy any part of the hired premises if the premises are required for Parliamentary, European or Local Elections. In any such event, the Committee shall not incur any liability whatsoever to the Hirer other than for return of any fee or part thereof paid in respect of the hire.
- (f) The Committee may terminate the Hirer's rights under this licence at any time on written notice to the Hirer if there is any breach by the Hirer of its obligations under this Agreement or a breach of licensing conditions or other legal or statutory requirements or unlawful activities at the hire premises or any use that it ought reasonably to be considered that the premises are not suitable for. In any such case, the Hirer will, unless otherwise agreed by the Committee at its discretion, remain liable for the full fees payable for the hire except that where termination under this clause occurs before the start of the hire period and the Committee is able to secure a replacement booking an appropriate refund or waiver of fees will be made.
- (g) The Modbury Memorial Hall will not be liable to the Hirer for any direct or indirect loss or damages (including but not limited to damages for loss of enjoyment and any non-refundable fees payable to third parties such as entertainers or for any TEN) whatsoever arising from or in connection with termination under the preceding clauses.
- (h) The Hirer occupies Modbury Memorial Hall as a licensee and no relationship of landlord and tenant is created between the Trustees of Modbury Memorial Hall and the Hirer and the license is personal to the Hirer and is not assignable.
- (i) The Trustees retain full control, possession and management of Modbury Memorial Hall and the Hirer has no right to exclude the Trustees or their agents;
- (j) The Hirer may not use Modbury Memorial Hall other than for the Permitted Use and may only use it during the agreed period of hire.

2. Modbury Memorial Hall

- (a) Registered Charity No. 300901
- (b) Authorised Representative: Mrs Pauline Ryder
- (c) Address: 68 Champernowne, Modbury, Ivybridge, PL21 0RE

3. Fees

- (a) The fee payable shall be calculated in accordance with the published scale of charges set by the Memorial Hall Committee applicable at the date of acceptance of the Hirer's application. The Committee reserves the right to alter or revise these charges at any time prior to acceptance of an application.
- (b) A deposit of £25 (TWENTY-FIVE POUNDS) (payable at time of booking) is required for functions such as dances, wedding receptions, etc. A booking is not deemed to be confirmed until this deposit has been received by the Treasurer of the Modbury Memorial Hall. If a booking application has been received without an applicable deposit, the Treasurer will endeavour to notify the Hirer that a deposit is required.
- (c) Payment for the hire of the Hall (or part thereof) shall be made to the Hon. Treasurer and cheques made payable to 'Modbury Memorial Hall'.

4. Premises

- (a) The Hirer agrees to take all measures necessary to not exceed the maximum permitted number of persons using the Hall (250, or 175 for a seated audience). This is to ensure compliance with the Premises Licence

which is displayed in the Hall, efficient supervision and the orderly use thereof and ensuring that all safety measures are taken for the protection of users at all ages of the premises.

- (b) Any notices and/or placards advertising an event shall be of a temporary nature and be removed at the cessation of the event and the Hirer must not remove any other signboards, posters, signs or notices at the premises without the Trustees prior written consent.
- (c) The Hirer must not make any alterations or additions to the premises nor install or attach any fixtures, notices, placards, decorations or other articles in any way to any part of the hired premises without the Committee's prior written approval.
- (d) The premises must not be used for any other purpose other than described in this Agreement and the Hirer must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose and in the event of this condition being breached or any threat thereof, then the hiring will be cancelled, the charges forfeited and the hirer and sub-hirer excluded from the hire premises.
- (e) The Hirer or its authorised representative, agree to be present on the hired premises during the entire period of the hiring and to comply with all reasonable instructions of the Committee in respect of the use of the hired premises.
- (f) The right of entry to the hired premises at any time during the hiring is reserved to trustees and officers of the Modbury Memorial Hall and their servants.
- (g) The Premises are let as seen and equipped and the Trustees give no warranty or other assurance that Modbury Memorial Hall is physically fit for the Permitted Purpose or any other purpose for which the Hirer may wish to use the Hall for. The Hirer must assess the suitability of the Premises for its own purpose.

5. Licensing

- (a) The Hirer must ensure that it holds all the relevant licences.
- (b) The Hirer must obtain the Trustees permission for the performance of live music, playing of recorded music or an exhibition of a film and may only do so in accordance with the Deregulation Act 2015 and is responsible for ensuring that screenings of film abide by age classification ratings. If regulated entertainment is outside the scope of the Deregulation Act 2015 and the Modbury Memorial Hall's existing premises licence, the Hirer must obtain the Trustees' consent to the making of any application for a TEN to the licencing authority.

The Hirer is advised that the Modbury Memorial Hall has a premises licence authorising regulated entertainment only. the Hirer hereby acknowledges and agree to apply with all obligations therein.

6. Dispensing of Alcohol

- (a) The Hirer must give notice to the trustees of its intention to provide alcohol at the event prior to the event taking place.
- (b) Alcohol cannot be served to anyone below the age of 18.
- (c) An application for a TEN must be made by the Hirer to the licencing authority, South Hams District Council, in advance of any event where alcohol is to be dispensed.
- (d) A copy of the TEN approval must be forwarded to the Secretary of the Modbury Memorial Hall without exception before the date of the event.
- (e) The Trustees will only give consent for a maximum of 12 (twelve) TENS in any one year.
- (f) If the Hirer fails to comply with any of its obligations under clause 5 or this clause 6, the event and hire of the premises may be cancelled by the Committee without compensation.

7. Safety Regulations Compliance

- (a) The Hirer must comply with all health and safety regulations and conditions imposed by the Modbury Memorial Hall's insurance company and the licensing authority during the hire period along with any other reasonable instructions that the Committee may notify to the Hirer in respect of the use of the Premises.
- (b) Smoking is strictly prohibited in the Hall buildings along with naked lights, flames and celebratory fireworks, and flammable substances. The Hirer must ensure that anyone wishing to smoke does so outside and disposes cigarette ends in a responsible manner.
- (c) The Hirer must ensure that any electrical appliances brought to the premises and used are safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Any failure of any Modbury Memorial Hall equipment or any equipment brought in by the Hirer, must be reported to the Committee.
- (d) The Hirer must report any injuries or accidents occurring during the hire period or at any other time when the Hirer or its agents or visitors are at the premises to the Committee as soon as possible and complete the relevant section in the Modbury Memorial Hall's accident book in accordance with all relevant regulations. The Hirer must ensure that it is familiar with all emergency procedures posted at the premises and dial 999 in the event of fire or emergency health.
- (e) The Trustees cannot be held responsible for any personal injury or damage if Hirers fail to comply with these conditions.
- (f) The Hirer must ensure that no illegal drugs or substances are brought onto the hired premises and that no activities are carried out relating to gambling, betting and lotteries.

8. Noise and Nuisance

- (a) The Hirer must ensure that that any noise levels do not amount to anti-social behaviour and are maintained at a respectable level at all times.

9. WiFi Services

- (a) When using WiFi services, the Hirer agrees that they will not use the services for any unlawful, harassing, libellous, abusive, threatening and harmful purposes, not transmit material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice.
- (b) Modbury Memorial Hall is not responsible for any data, messages, files or pages that the Hirer or any of its agents or visitors may lose or that become misdirected because of any interruptions or performance issues with or any other causes related to the Modbury Memorial Hall WiFi service.
- (c) In the event that there is a breach of clause 9(a), the Committee may terminate the availability of the WiFi service immediately and may terminate the hire without compensation.

10. Notice

- (a) Any notice to be given or the doing of any act on the part of the Trustees or the Committee may be given or deemed to be done by their duly authorised agents.

11. End of Hire

- (a) The Hirer must ensure that the hired premises are vacated quickly and quietly by the times specified in the Licence (hire times include setting-up and clearing-up time). In any event the premises must be vacated outside of the following times:
 - (i) Monday-Saturday 10:00am to 23:30pm
 - (ii) Sunday 10am to 22:30pm
- (b) The Hirer must ensure that all patrons of the event to be away from the building and surrounding premises by 23:00pm
- (c) Any extensions to the permitted hours require consent of the Trustees and permission under a TEN.
- (d) The Hirer must ensure that the hired premises are left in a safe, secure, tidy and clean state with all lights extinguished and no rubbish left inside or outside of the building, all brought in equipment and other property removed from the hired premises and no obstruction left in the corridors. Any keys and security fobs must be returned in accordance with the directions given by the Committee;
- (e) Cleaning materials (washing up liquid etc) will be available, but the Hirer should supply its own drying cloths and additional black sacks (if required) for the removal of all rubbish.
- (f) In the event that the obligations in clause 11(d) are not met, a reasonable charge will be levied if as a result the Modbury Memorial Hall caretaker needs to clean any part of the premises in readiness for their next use.

12. Damage & Liability

- (a) The Hirer must take all reasonable steps to prevent damage and but in the event of any damage (including accidental, malicious or negligent) done to any part of the hired premises, equipment, its curtilage or its content or WiFi service (if any) caused by the Hirer, agents or any other person on the hired premises by reason of the use by the Hirer, the Hirer is liable for any cost of repair or any insurance excess payable where the damage or loss is covered by the Modbury Memorial Hall's insurance.
 - (b) Neither the Committee or the Trustees accept any responsibility or liability for death, personal injury, or loss of, or damage to, property, equipment, stored or left at the premises property during the period of hire other than for death or personal injury arising from the negligence of the Modbury Memorial Hall or its trustees, officers or employees or any other person for whom it is vicariously liable.
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