

THE MILLENNIUM MEMORIAL HALL TRUST
TERMS OF LETTING

1. SUPERVISION

The HIRER must be at least 18 years of age. During the period of the hire, the HIRER shall be responsible for the supervision and care of the fabric of the Hall and its contents, for their safety from damage however slight and for the behaviour of all persons using, or coming upon, the premises whatever their capacity.

2. USE OF PREMISES

The HIRER shall not use the premises for any other purpose than that described in the Application for Hire form. The HIRER shall not sub-hire or use the premises, or allow the premises to be used, for any unlawful purpose or in any unlawful way, nor do anything or bring onto the premises anything which may endanger the premises or render invalid any insurance policies in respect thereof.

- a) No marquees, tents, structures, other equipment, fireworks, barbeques or cooking are permitted on the paved terrace; or in the immediate vicinity of the Hall except by permission of the Trustees. Fast Food catering vans are not permitted in the car park.
- b) No cooking equipment shall be brought onto the premises, except by a bona fide catering company. No stiletto heels are permitted in the Main Hall.
- c) No laser beams, artificial smoke, fireworks or any highly inflammable substances are permitted inside the building, or on the paved areas.

3. KEY

Access to the Hall is by key. A key will be issued to the HIRER prior to the booked date and after total hire charges and a security deposit have been paid. The HIRER is responsible during the period of hire for the security of the premises; the Hall must be locked at the end of the hire period and the key must be deposited in the secure keybox adjacent to the front entrance. The key must be used only by the HIRER or by a person immediately associated with the HIRER.

4. LIABILITY FOR LOSS, DAMAGE OR INJURY

- a) The HIRER will be responsible for any damage to the premises or equipment and for any loss or theft of equipment from the premises that occur during the period of hire. The actual cost of repair or replacement, and any consequential loss, shall be paid by the HIRER.
- b) The Trustees shall not be liable for any loss or injury sustained by the HIRER, or any person entering in, or upon, the premises during the period of hire unless attributable to the negligence of the Trustees.
- c) The Trustees accept no liability for any accident/incident arising from any equipment brought into the Hall by or at the request of the HIRER e.g. Bouncy castles, Sports Equipment etc.

5. REMOVAL OF PROPERTY

Property and equipment belonging to the Trustees, including the hall staging, must not be removed from the premises under any circumstances, nor must such property or equipment be taken outside the building.

6. ACCESS FOR TRUSTEES

The HIRER shall on demand afford access to any Trustee or his, her or their agent and shall conform to any reasonable instruction given by any of them.

7. PREMISES LICENCE & MAXIMUM NUMBERS

The Hall is licensed for Music, Singing, Dancing, Theatrical Productions and Film Shows. The maximum number allowed in the Main Hall at any one time is 200 and in the Meeting Room 36.

8. ALCOHOL

The premises are licensed for the sale of alcohol. Alcohol may be sold at an event subject to the prior agreement of the Hall Manager and payment of £20. This charge is also applicable to events where alcohol is included in the price of the entry ticket. In order to comply with the Licensing Act 2003, the HIRER or a person nominated by the HIRER, is required to complete a form in which he/she takes full responsibility for supervising the sale and consumption of alcohol on the premises, and for ensuring that no alcohol is sold to, or consumed by, a person under the age of 18 years. Failure to comply with these requirements will result in forfeiture of the security deposit. The extra charge does not apply to HIRERS who supply alcohol for consumption on the premises and who make no charge for its consumption through direct sales or through its inclusion in the cost of entry to the event.

9. MUSIC

The Hall has a Performing Right Society (PRS) Licence for the benefit of HIRERS. HIRERS who intend to play copyrighted music in public in the course of a business activity need a Phonographic Performance Licence (PPL) and must confirm to the Trustees that they have such a licence.

10. FILM

The HIRER is responsible for ensuring that children are restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The HIRER must have the appropriate copyright licences for the film. The Trustees confirm that all HIRERS have the appropriate licences upon acceptance of these terms of letting. (The Deregulation Act 2015 requires HIRERS to have written permission from the Trustees to show a film).

11. SMOKING

Smoking is **NOT** permitted. Under the Health Act 2006 it is a criminal offence to smoke in any part of the building and it is a criminal offence for the HIRER to permit such smoking.

12. SAFETY PRECAUTIONS

- a) All doors, gangways and exits must be kept clear of obstruction at all times and Fire Exit Notices must not be obscured. Fire precautions must be observed at all times. The HIRER is responsible for knowing the location of all Fire Extinguishers and Exit Doors. At the commencement of hire, the HIRER should identify for attendees the location of Fire Exits; and if the alarm sounds, the need to vacate the premises immediately and to assemble on the sports field.
- b). Naked flames must not be used in the building, with the exception of small candles on birthday cakes, in accordance with Fire Safety guidance issued to the HIRER.

13. SAFETY OF ELECTRICAL EQUIPMENT

The HIRER must hold a valid Electrical/Portable Appliance Test Certificate or, in the case of the use of hired or borrowed equipment, the HIRER must ensure that the Owner holds such a Certificate, in respect of all electrical appliances and cables brought into the premises.

14. HEALTH & HYGIENE

The HIRER shall be responsible for ensuring that, during the period of hire, any person preparing, serving or selling food, complies with all relevant food, health and hygiene legislation and requirements.

15. SAFEGUARDING AND COMPLIANCE

The HIRER shall ensure that:

- a) any activities for, or involving, children and/or adults at risk comply with all statutory or other provisions, and that only fit and proper persons have access to children and/or adults at risk. When requested the HIRER must provide the Hall Manager with a copy of the organisation's Safeguarding Policy and evidence that the organisation has carried out relevant checks through the Disclosure and Barring service (DBS). All reasonable steps must be taken to prevent harm and to respond appropriately when harm occurs.
- b) all conditions of the Premises Licence and other licences in force held by the Trustees or Hall Manager are adhered to, and
- c) all other necessary licences or registrations are obtained for any activities carried on during the period of hire.

16. ACCIDENTS & DANGEROUS OCCURRENCES

As soon as possible, the HIRER must report to the Hall Manager:

- a) any accident involving injury to any person occurring on the premises, and
- b) any failure of equipment either belonging to the Hall or brought onto the premises by or at the request of the HIRER.

In accordance with the *Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013* certain types of accident, injury, or occurrence must be reported to the Health & Safety Executive.

17. ANIMALS

The HIRER shall ensure that no animals (including birds and reptiles) except guide dogs are brought onto the premises. No animals of any sort may enter the kitchen.

18. NOISE

The HIRER must ensure that noise is kept to a minimum during the period of the hire including on arrival and departure. All Music MUST cease NO LATER THAN 11.30 pm on Saturdays and 10.45 pm on other days. The HIRER should note that the Sound Monitor is particularly sensitive to live bands and bass sounds and is designed to cut out at a certain noise level.

19. INSURANCE

Normal hiring rates include HIRERS' Public Liability Insurance arranged by the Trustees.

20. WIFI SERVICE

When using the Hall's WiFi service the HIRER agrees at all times to be bound by the following provisions:

- a) not to use the Wifi service for any of the following purposes:
 - (i) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, obscene or otherwise objectionable material or otherwise breaching any laws;
 - (ii) transmitting 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 codes of practice;
 - (iii) interfering with any other persons use or enjoyment of the WiFi service; or
 - (iv) making, transmitting or storing electronic copies of material protected by copyright without the consent of the owner;
- b) to keep any username, password, or any other information which form part of the WiFi service security procedure confidential and not to disclose the same to any third party.

21. TERMINATION OF THE WIFI SERVICE

The Trustees have the right to suspend or terminate the WiFi service immediately in the event that there is any breach of any of the provisions relating to it including (without limitation):

- a) use of any equipment which is defective or illegal;
- b) causing any technical or other problems to the WiFi service;
- c) fraudulent or unauthorised use of the WiFi service;
- d) re-sale of access to the WiFi service by the HIRER or anyone connected to the HIRER;
- e) use of the WiFi service in contravention of the above provisions.

22. AVAILABILITY OF THE WIFI SERVICE

a) Although the Trustees aim to offer a reasonable WiFi service no guarantee is given that it will meet the needs of the HIRER. The Trustees cannot guarantee that the WiFi service will be fault-free or accessible at all times.

b) It is the HIRER's responsibility to ensure that any WiFi enabled device used is compatible with the WiFi service provided and is switched on. The availability and performance of the WiFi service is subject to all memory, storage and other limitations of the HIRER's device and is only available to that device within the operating range of the Main Hall.

c) The Trustees are not responsible for data, messages or pages that the HIRER may lose or become misdirected because of interruptions or performance issues with the WiFi service or wireless communications networks generally.

d) The Trustees may impose usage, or service limits, suspend service, or block certain types of usage in their sole discretion to protect other users of the WiFi service. Network speed is no indication of the speed with which the HIRER's WiFi enabled device or the WiFi service sends or receives data. Actual network speed will depend on configuration, compression and network congestion.

23. PRIVACY AND DATA PROTECTION

a) The Trustees may collect and store personal data through the HIRER's use of the WiFi service.

b) The Trustees may process information about the HIRER which is provided in relation to the WiFi service in accordance with the HIRER's legal rights under the Data Protection Act 1998 (as amended by the 2016 General Data Protection Regulation) and solely for the purposes of offering the WiFi service.

c) By using the WiFi service the HIRER agrees to the terms of this clause 23. If further information is required the HIRER should contact the Hall Manager.

24. RESERVATION DEPOSITS

For reservations, other than those made by Block Bookers, 50% of the hiring charge must be paid at the time the reservation is made.

25. CANCELLATION

a) If the HIRER cancels a booking, any deposit paid may be forfeited in accordance with the Trustees' policy in force at the date of the booking. Details are available, upon request, from the Hall Manager.

b) If the Hall shall become unfit for the use intended by the HIRER, or if the premises are required as a Polling Station, or in connection with a Local or National Emergency, the Trustees shall be entitled to cancel the booking. Any deposit or hiring charges shall be refunded but the Trustees shall not be responsible for any consequential loss.

26. BALANCE OF HIRE CHARGES AND SECURITY DEPOSIT

a) In addition to the reservation deposit and not less than 14 days prior to the commencement of the period of hire, the HIRER shall pay (i) the balance of the hire charges and (ii) a Security Deposit. Such Security Deposit will be banked when received and, subject to the HIRER's compliance with these Terms of Letting shall be refunded within 10 days of the end of the period of hire.

b) The cost of replacing or repairing any loss or damage to the premises or equipment or contents will be deducted from the Security Deposit and any excess shall be payable by the HIRER.

c) The Security Deposit will be forfeited in the following circumstances:

- Any breach of licensing requirements or provisions, or any other statutory or local requirements.
- Failure to vacate the premises at the end of the period of hire, to sweep floors, to leave premises clean and tidy and to stow away all tables, chairs and other equipment.
- Use of the premises for any purpose other than that described in the Application for Hire form.
- Playing of music after 11.30 pm on Saturday or after 10.45 pm on any other day.
- Playing loud music to the annoyance of neighbouring residents.
- Any attempt to tamper with or bypass the 'Sentry' Sound Monitor.

(Revised:2021)