

TERMS OF HIRE

PARTIES

- Sheviock Memorial Hall Management Committee (SMHMC)
- The person or organisation hiring the Hall, as listed on the Booking Form.

AGREEMENT

A. Definitions in this Agreement:

- "We", "our", or "us" refers to Sheviock Memorial Hall and includes its charity trustees, employees, volunteers, agents, and guests.
- "You" or "your" refers to the person or organisation hiring the hall, including your employees, volunteers, agents, and guests.
- If you need permission or have to inform us of something, contact the Booking Clerk or another member of the Management Committee if the Clerk is unavailable.

B. Terms:

In exchange for the hire fee stated on the booking form, we agree to let you use the Hall for the purpose and during the times specified on the form.

The details listed in paragraphs C to F, and the answers to questions in G to K, are part of this agreement, along with the Standard Conditions of Hire and any Special Conditions (if applicable) in the attached schedule.

C. Dates and Times

These are listed on the completed booking form:

- Date(s) and time(s)
- Preparation and cleanup time should be included in the time required.

D. Sheviock Memorial Hall Contact Info

Registered Charity No: 270392

Contact Person: Mr. Warren Evans

Address: Cross House, Crafthole, Torpoint PL11 3BJ

Phone: 07990518219

Email: smhclerk@btinternet.com

E. Hirer Contact Info

The person or organisation hiring the hall:

- Name, Organisation, Address, Phone, and Email as listed on the booking form.

F. Hire Fees

As shown on the booking form.

An invoice will be emailed once the booking is confirmed. We may ask for a security deposit (usually £50) if there are large numbers of people or alcohol involved. This will be refunded if there's no damage and no complaints from neighbours.

We also reserve the right to cancel the booking with 7 days' notice if the hall is needed for its charity purposes, in which case we will refund the full payment but won't cover any additional costs or losses.

G. Premises

The booking covers the spaces listed on the form, including details like:

- Event description
- Whether tickets will be sold, food provided, alcohol served, films shown, or music performed.

H. Capacity Limits

You agree not to exceed the maximum number of people in each room (including organisers and performers):

- Main hall: 114 seated, 228 standing
- Kennedy Room + Lounge: 46 seated
- Bowling Hall: 52 seated, 104 standing

I. Licenses/TENs

We have a Premises Licence that covers entertainment and alcohol sales. You agree to follow the conditions of this licence. All licensable activities can only take place between the hours of 11.00 to 23:00 Monday to Saturday and 12:00 to 22:30 Sunday. If we think a Temporary Event Notice (TEN) is needed, we may ask you to apply for one.

J. Compliance

You agree that someone from your organisation will be present during the event and follow all terms of this Agreement.

K. Standard Conditions of Hire

Both parties agree that the Standard Conditions of Hire (see below) and any other necessary conditions will be part of this Agreement unless we both agree to something different in writing.

L. Contracts (Rights of Third Parties) Act 1999

This Agreement does not give any rights or benefits to anyone who is not a party to it, as signed by both the SMHMC and the Hirer on the booking form.

STANDARD CONDITIONS OF HIRE

If you're unsure about any of these conditions, please ask us for clarification right away.

1. Age

You confirm that you're at least 18 years old and take responsibility for overseeing the premises whenever the public is present. You must ensure all conditions are met during your hire.

2. Supervision

You're responsible for:

- Looking after the premises, its structure, and contents.
- Keeping the premises safe from damage.
- Supervising everyone using the premises, including car parking to avoid blocking roads.

You must pay for any damage or loss caused during your hire, even if accidental.

3. Use of the Premises

The hall and car park must only be used for the purpose stated in your Agreement. You can't sub-hire, use the premises for unlawful activities, or do anything that could damage the property or invalidate our insurance. Alcohol can't be served without our written permission and alcohol sales can only take place between the hours of 11.00 to 23:00 Monday to Saturday and 12:00 to 22:30 Sunday.

4. **Insurance & Liability**

You are responsible for:

- Any damage caused to the premises or its contents.
- Damage to our WiFi service.
- Any claims or losses that happen because of your use of the premises.
- Any nuisance caused to neighbours.

We will have insurance to cover some of these and at our discretion, may indemnify you, but you must pay for the excess or any difference not covered by the insurance.

If we don't insure certain risks, you must provide your own insurance and show us proof before your hire.

5. **Gaming, Betting & Lotteries**

Don't do anything illegal related to gaming, betting, or lotteries during your hire.

6. **Music Licensing**

You must have the proper licences to play live or recorded music if you intend to profit from your event. (PRS & PPL licences).

7. **Films**

If showing films, you must ensure children don't watch age-restricted films. You also need the proper film licensing, and this Agreement gives you that permission.

8. **Safeguarding**

If your event involves children, young people, or vulnerable adults, you must comply with the Safeguarding Vulnerable Groups Act 2006 and provide evidence of DBS checks for relevant staff.

9. **Public Safety**

You must comply with local authority, licensing, and fire safety regulations. This includes calling the fire service if there's a fire, knowing where the fire exits are, and keeping escape routes clear.

You must also ensure all fire doors are closed during a fire and that first aid supplies are available.

10. **Noise**

Keep noise to a minimum, especially when arriving and leaving late at night. If you're using sound equipment, use any noise control measures provided i.e. keep doors and windows shut.

11. **Alcohol and Drugs**

To avoid disturbances, you must ensure that:

- No one drinks excessive alcohol.
- Alcohol sales can only take place between the hours of 11.00 to 23:00 Monday to Saturday and 12:00 to 22:30 Sunday.
- No illegal drugs are brought onto the premises.

If someone is drunk or behaving violently, we'll ask them to leave.

12. **Food Safety**

If you're preparing food, follow all food health and hygiene rules. This includes storing dairy, meat, and vegetables properly.

13. **Electrical Safety**

Make sure any electrical equipment you bring is safe and in good condition. Use safety devices like residual circuit breakers.

14. **Stored Equipment**

We're not responsible for any equipment or property you store at the premises. All items should be removed after your hire, or you'll be charged a fee for storage.

If you leave items behind or fail to pay storage fees, we may sell them and charge you for the costs.

15. Smoking

Smoking or vaping is not allowed inside. People wishing to smoke must do so outside, away from open windows and doors, disposing of cigarette butts properly.

16. Accidents and Incidents

Report any equipment failures, accidents, or injuries to us as soon as possible.

17. Flammable Materials

Don't bring highly flammable substances (like fireworks or candles) onto the premises without our approval. Decorations made from combustible materials need our permission too.

18. Heating

You can't use unauthorised heating appliances or portable gas heaters without our permission.

19. Animals

Dogs must be kept on a lead at all times. No animals should enter the kitchen, and you can't exercise animals on the premises.

20. Fly Posting

You can't put up unauthorised signs or posters for your event. If you do, you could face legal action from the local authorities.

21. Sale of Goods

If you're selling items, you must follow fair trading laws and make sure prices and organiser details are clearly displayed. Alcohol sales can only take place between the hours of 11.00 to 23:00 Monday to Saturday and 12:00 to 22:30 Sunday.

22. WiFi Service

- Don't use our WiFi for illegal or harmful activities.
- Keep WiFi account details private.
- You can't use the WiFi to transmit copyrighted material without permission.

23. WiFi Service Termination

We can suspend or cancel the WiFi service if you misuse it, cause issues, or breach the terms.

24. Availability of WiFi

- We don't guarantee that our WiFi service will always work as expected.
- You must ensure your device is compatible with our WiFi.
- We're not responsible for any data loss or network issues.

25. Privacy and Data Protection

We may collect and store personal data for WiFi usage in line with the Data Protection Act. By using our WiFi, you agree to this.

26. Cancellation

If you cancel the booking, we may charge you the full hire fee if we can't find another booking. We can also cancel the Agreement for reasons like elections, legal issues, or emergencies. You'll get a refund of any deposit paid but not for any other losses.

27. End of Hire

You must leave the premises clean and tidy, remove all rubbish, and return everything to its proper place. If we have to clean up, we may charge extra.

28. No Alterations

You can't make any changes to the premises without our written approval. If you do, any changes will belong to us unless you remove them and fix any damage caused.

29. No Tenancy Rights

This Agreement only gives you permission to use the premises. It doesn't grant you any tenancy or long-term rights.