



# Holsworthy Memorial Hall Ltd

Manor Car Park, North Road, Holsworthy, Devon EX22 6HF

01409 255450 [info@holsworthymemorialhall.co.uk](mailto:info@holsworthymemorialhall.co.uk)

## Conditions of Hire

### 1. Application for Let

- 1.1 All applicants for let of the hall facilities must be made on an official application form.
- 1.2 The receipt of an application form for let of a hall facility does not constitute an acceptance of the application by Holsworthy Memorial Hall Ltd. The premises shall not be deemed to be let until the applicant has received confirmation in writing from Holsworthy Memorial Hall Ltd.
- 1.3 All applicants must be over the age of 18 years old and proof of identity/age may be required.
- 1.4 All bookings made in respect of community facilities are subject to the times stated on the booking form. Hirers must ensure that the hall facility is cleared at the appropriate time. Entry to the hall facilities will be from the time specified on the application of let. Additional time will be charged after the event.
- 1.5 All groups/organisations using accommodation shall state the purpose for which they are engaged and shall not sub-let or alter the purpose for which they are engaged without the consent of Holsworthy Memorial Hall Ltd. If the hall, or any part thereof, is used for purposes different from that for which they are engaged, Holsworthy Memorial Hall Ltd reserves the right to terminate the booking at any time without Holsworthy Memorial Hall Ltd being liable to the hirer for costs incurred by the group or organistaion.
- 1.6 All applications must state the specific areas of accommodation within the facility required for the let. No other areas of the facility will be available as part of the let.
- 1.7 No application for let will be accepted while any accounts for payment by the hirer to Holsworthy Memorial Hall Ltd remain outstanding.
- 1.8 Holsworthy Memorial Hall Ltd reserve the right to grant or refuse any application for let in whole or in part without giving any reason for same.

### 2. Booking the hall in advance

- 2.1 Bookings for community facilities can be made up to one year in advance of date of booking, unless by arrangement with Holsworthy Memorial Hall Ltd (i.e. weddings, conferences etc.). Provisional bookings will be confirmed on receipt of a correctly completed application form. If no confirmation is received after 7 days the booking will be removed from the system.
- 2.2 Advance applications for lets of a continual or repetitive nature are accepted solely on condition that should the premises be required for other individual events, there would take priority. At least seven days notice shall be given to the hirer in all cases.

### 3. Payment

- 3.1 Bookings of a sole or one off nature must ensure that payment is received in advance of the booking. A 50% deposit is payable upon booking and the balance is due within 7 days of the booking date.
- 3.2 Holsworthy Memorial Hall Ltd reserves the right to bill additional cleaning and caretaker cover, where necessary.
- 3.3 Holsworthy Memorial Hall Ltd reserves the right to bill additional charges as a result of any damage, outlined in Section 5 after the event.
- 3.4 Failure to pay any accounts within the time required will result in no further availability of premises until the account is paid.

### 4. Cancellation

- 4.1 Holsworthy Memorial Hall Ltd reserves the right to cancel a let without being liable for compensation in the event of facilities being required for the purposes deemed necessary by Holsworthy Memorial Hall Ltd.
- 4.2 Notification of hirer's intention to cancel a let must be made in writing. In the event of cancellation by the hirer the following charges are payable by the hirer:
  - a) More than 28 days – no charge
  - b) 15 – 28 days in advance – incurs an admin booking fee of £25.00

- c) 7 to 14 days in advance - £84 (minimum booking fee) or 25% of hire charge whatever is the greater
- d) Less than 7 days in advance – 100% of hire charge

## **5. Loss, Injury or Damage**

- 5.1 The hirer is responsible for any loss or damage to the building, fixtures, fittings, contents and décor during the let.
- 5.2 The hirer is advised that Holsworthy Memorial Hall Ltd can accept no responsibility in respect of loss or theft of articles from the premises during the let or any articles left on the premises at any time.
- 5.3 Holsworthy Memorial Hall Ltd accepts no responsibility for any loss or damage, including personal injury and death, resulting from the premises proving to be unsuitable for the hirers intended use.
- 5.4 The hirer is advised to take out appropriate insurance to cover loss or damage of property belonging to themselves, Holsworthy Memorial Hall Ltd or members of the public and to cover death or injury of persons in the building during the period of hire.
- 5.5 When an event is open to the public, the hirer is required to take out at least public liability insurance and the premises are let on the understanding that this will be done.
- 5.6 The hirer must indemnify Holsworthy Memorial Hall Ltd against any loss or damage as described within these conditions.

## **6. Layout & Capacity**

- 6.1 Holsworthy Memorial Hall Ltd shall be notified by the hirer at least two days prior to the date of the hire in order that any arrangements can be made in terms of seating and layout.
- 6.2 The hirer must strictly adhere to the capacities of each hall facility. Failure to comply with the given maximum capacities may result in the termination of the let at any time without Holsworthy Memorial Hall being liable to the hirer for damages.

## **7. Health & Safety**

- 7.1 The hirer is responsible for the provision of suitable automatic cut-out circuit breakers for any occasions where the use of electrical musical equipment is in use.
- 7.2 If a hirer is operating any portable electrical appliance not provided by Holsworthy Memorial Hall Ltd this equipment must have a valid portable appliance test label or certificate. If the valid label or certificate is not available then this equipment will not be able to be used within Holsworthy Memorial Hall facilities.
- 7.3 The hirer is responsible for ensuring that all gangways, doorways, stairways, exits and designated fire exits are kept unobstructed at all times and that their clients are aware of the escape routes to the available exits.
- 7.4 Hirers must make themselves aware of Fire Regulations and procedures in force and as outlined in the fire evacuation notices displayed in the hall facilities.
- 7.5 No explosives, highly flammable spirits or liquid gas containers shall be brought into the hall facilities.
- 7.6 All chemical or substances used by users must be approved by Holsworthy Memorial Hall Ltd. In accordance with the COSHH regulations the council would then seek a product data sheet and thereafter carry out assessment of the product suitability in relation to Health and Safety. No chemicals will be allowed in any facility without prior approval.
- 7.7 In the event of an accident within the premises the lessee must report the incident immediately to the Holsworthy Memorial Hall Ltd and an accident report form must be completed and returned as specified on the form.
- 7.8 Smoking will not be permitted inside the building at any events.

## **8. Property/Equipment**

- 8.1 All additional fittings, decorations or scenery of any kind provided by the hirer shall be subject to the approval of Holsworthy Memorial Hall Ltd before being fitted and must be removed, if required, on the orders of Holsworthy Memorial Hall Ltd. Failure to remove items as required will result in making arrangements to remove the same at the hirer's expense.
- 8.2 All other property brought into hall facilities by hirers must be removed at the end of the let unless otherwise authorized by Holsworthy Memorial Hall Ltd. Failure to comply with this 8.5 All hirers, including organization, must leave the premises in a clean and tidy condition unless an extra cleaning charge has been levied. Failure to comply may result in an additional charge to cover the cost of this additional cleaning.
- 8.3 Portable Electrical Equipment – (please refer also to condition 7.2).
- 8.4 The hirer shall not interfere with electrical fixtures and fittings. No extension from existing electrical fittings shall be made without the consent of Holsworthy Memorial Hall Ltd.

8.5 No fixings of any kind (bolt, nails, screws, blue tack etc.) shall be attached to any part of the interior or exterior of the building without prior consent from Holsworthy Memorial Hall Ltd.

## **9. Notice/Display Boards**

9.1 The use of community facility notice/display boards is prohibited unless by prior arrangement with Holsworthy Memorial Hall Ltd.

9.2 No posters, placards, logos, fittings, banners, signs or advertisements or other display materials shall be affixed to any internal or external doors, walls and windows without prior consent being sought from Holsworthy Memorial Hall Ltd.

## **10. Stewarding**

The hirer is responsible for the provision of stewards and licensed security staff (where applicable) and for the maintenance of good order at events/functions. Holsworthy Memorial Hall Ltd reserves the right to specify and/or engage stewards, security staff and first aid personnel on behalf of the hirer at the hirer's expense in circumstances that the contract deems appropriate.

## **11. Performing Rights Society or Phonographic Performance Ltd**

11.1 The hirer must comply with all the Performing Rights Society regulations and supply any relevant information pertaining to this as requested by Holsworthy Memorial Hall Ltd .

11.2 The hirer will obtain any necessary licenses from the Phonographic Performances Ltd in respect of use of sound recordings and indemnify the Holsworthy Memorial Hall Ltd against any breach of copyright during the let.

## **12. Liquor License**

12.1 The bar facility at Holsworthy Memorial Hall is let on a permanent franchise basis, therefore under no circumstances is any other bar facility permitted on the premises.

12.2 The hirer will comply with the current licensing laws in every respect in relation to the let.

## **13. Food Safety**

13.1 The hirer is required to ensure compliance with the Food Safety Act 1990 and any subsequent related regulations.

13.2 We recommend that the hirer use an experienced professional caterer with appropriate qualifications.

13.3 If the hirer is preparing or heating the catering within our center, you must provide proof of a Basic Food Hygiene Certificate with your application to hire the facilities.

13.4 The hirer is expected to familiarize themselves with the facilities available and to ensure that they are adequate for the purpose intended.

13.5 The hirer will be required to remove all reasonable waste from the environs of the facility and where necessary make special arrangements for its removal with a licensed contractor before the final vacation of the premises.

13.6 Failure to comply with the above may result in the termination of your let.

13.7 Hirers are encouraged to recycle waste by removing it from the premises.

## **14. Amendments to Conditions**

Holsworthy Memorial Hall Ltd reserves the right to amend or add to these conditions of let at any time.

## **15. Specialist/sport/coaching Bookings**

15.1 All bookings of a coaching/teaching nature are approved on the understanding that the appropriate coaching qualifications from the recognized sport of coaching body or association is in place. Holsworthy Memorial Hall Ltd reserves the right to inspect such qualifications.

15.2 When sporting activities are being conducted appropriate footwear must be worn.

## **16. Child Protection**

16.1 The hirer is required to ensure compliance with the local authority child protection policy and any subsequent related regulations.

16.2 Hirers should have the necessary DBS certification when supervising children's events at the hall. Failure to prove compliance will result in the termination of the let at any time, without Holsworthy Memorial Hall Ltd being liable.

## **17. General**

17.1 For the purposes of these conditions the term 'Holsworthy Memorial Hall Ltd' shall include persons authorized by them and the term 'hirer' shall also include their employees, their agents, tradesmen, contractors, suppliers and members of the general public entering at the invitation, express or implied, of the hirer or of their agents, tradesmen, contractors and suppliers.

- 17.2 Due to the design of the building, it may be necessary for Holsworthy Memorial Hall Ltd to access facilities during letting periods.
- 17.3 Advice and instructions of Holsworthy Memorial Hall Ltd must be strictly adhered to at all times during the let.
- 17.4 Holsworthy Memorial Hall Ltd or persons authorized by them shall have the right to suspend or take action at their discretion on any matter, which in the opinion of the Hall Management, does not comply with the terms of these conditions, or which they consider necessary in the interests of safety and good order or to deal with any contingency not covered by these Conditions of Let.

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