



SAWBRIDGEWORTH MEMORIAL HALL
Sawbridgeworth, Herts CM21 9BD
CONDITIONS OF HIRE - OCCASIONAL USER

1. **APPLICATIONS**

All applications for the hire of the Premises must be entered onto the web based hall booking system. The form must state the precise nature of the engagement or meeting or other purpose for which its use is required. In case of any omission from or mis-statement in the form of application as to the description and nature of the engagement, meeting or other purpose for which the premises are required, the letting may be cancelled and any charges paid will be forfeited. The person by whom, the application form is signed shall be considered the Hirer. Where a promoting organisation is named that organisation also shall be considered the Hirer and shall be jointly and severally liable hereon with the person who completes the form. Applications by persons under 21 years of age will not be accepted.

2. **BOOKINGS**

- a) All bookings should be paid for within 7 days after SMH have confirmed that the booking is accepted, failure to do so will make the booking null and void. The Trust will reserve the right to cancel the booking
- b) The SMH reserves the right to refuse any application for the use of the SMH or to cancel the letting for any reason whatsoever. In the event of the hall being required for Council or National purposes or if danger is caused or likely to be caused to members of the public as a result of such letting the SMH has the right to cancel any letting granted. In such circumstances, any deposit paid will be returned to the Hirer, but the Hirer shall not be entitled to compensation for any loss, damage or inconvenience he may suffer as a result of his letting being cancelled.

3. **SUB-LETTING, SURRENDER AND CANCELLATION**

- a) The Hirer shall not sub-let but may, with the consent of the SMH surrender his letting so that the hall may be re-let.
- b) Should the Hirer wish to cancel the booking of the SMH, in the event of less than 24 hrs notice, full rental is payable; more than 24 hrs notice but less than two weeks, 50% refund; two full week's notice 75% refund; four full weeks or more 90% refund; full refunds for cancellations due to death/sickness/accident/injury are at the discretion of the Bookings Manager. Charge to be retained from the deposit if the deposit but not the rental has been paid.
- c) Once a letting has been cancelled under this Regulation, the Hirer will be required to pay the full letting fees in respect of any subsequent letting, at the time of booking, instead of the usual deposit. Should any subsequent letting be cancelled, the whole of the fees shall be forfeited. The SMH may in exceptional circumstances, and at their sole discretion, waive or modify this regulation.

6. **PREMISES / EQUIPMENT**

SMOKING IS NOT PERMITTED ANYWHERE WITHIN THE PREMISES.

- a) At the start of your session if you see anything wrong, then please contact the Caretaker or the Bookings Manager.
- b) If the SMH is not left in a satisfactory condition, or used in excess of times stated on booking form the SMH have the right to retain security deposit paid in full.

- c) If the SMH and equipment provided therein by the SMH is not left clean and tidy and furniture replaced to the satisfaction of the SMH, the hirer will be responsible for any costs incurred by the SMH in connection therewith.
- d) The hirer shall immediately upon demand, after the date of any letting where in connection with such letting pay to the SMH the cost of making good any loss of or damage to premises or equipment.
- e) No alterations or additions shall be made to fixtures or fittings, or other arrangements of the premises except with the consent of the SMH.

7. **CATERING**

The maximum number of seated guests the hall can comfortably accommodate is 185. Light usage of the kitchen for simple refreshments is available to the hirers of the hall.

All hirers are required to provide their own caterer or caterers. SMH reserve the right to refuse to allow any particular caterer or caterers to be employed.

A licenced bar is available to hirers. Please contact Andrew Robinson (Licensee) for further details on 01279 653900.

No alcohol can be sold by a hirer or anyone associated with the hirer, no "TEN's Licene will be allowed. Our licensed bar should be used at all times.

8. **DAMAGE OR LOSS**

- a) Nails, hooks, adhesive tape or drawing pins must not be fixed to the walls, windows etc of the SMH. PLEASE NOTE only white tack can be used to place decorations on the gloss painted doors and lintels. No items are to be attached to the walls of the hall or reception area.
- b) Candles are considered to be a fire risk and must not be used.
- c) The Hirer shall be responsible for the costs of making good all damage to the building, fixtures, fittings, furniture or losses therefrom caused either by himself, his agents, servants or invitees, or by the agents, servants or invitees of any organisation for which he may act.
- d) For all bookings where alcohol is to be served, the Hirer shall pay a security deposit with the SMH, prior to any engagement. This sum shall be repaid in full after the engagement if all conditions have been complied with. Should the amount of the security deposit be insufficient to meet the assessment of damage, the excess shall be recoverable as a civil debt from the person making the deposit. The SMH reserves the right not to apply this condition if it so desires.

9. **PERFORMING RIGHTS AND PHONOGRAPHIC PERFORMANCES**

The Hirer shall not infringe any subsisting copyright or performing right and indemnifies the SMH against all sums of money which the SMH may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.

The hall is continuously licensed for THEATRE (stage) performances. When proposing to run any event falling within the scope of the relevant regulations, it is the Hirers responsibility to make application to comply with all the requirements of regulations.

10. **MUSIC, DANCING AND ASSOCIATED TAX AND ROYALTIES**

The Hirer will be responsible for and must make arrangements for the payment of Entertainment or other tax or any Royalties chargeable in respect of the purposes for which the hall is used by him.

The hall is licenced for Music and Dancing but such activities must be conducted in accordance with regulations in force at time of hire.

The maximum number of people that can attend an event is based on a risk assessment, which advice should be sought with SMH.

11. **FIRE PRECAUTIONS**

The Hirer must observe all precautions against fire and provisions for evacuation of the premises if necessary, particularly the requirements and prohibitions set down in the regulations for music and dancing or theatre licences.

12. **EXIT/LEAVE BUILDING**

- a) The Hirer must ensure that the SMH is cleared and ready for closure by the end of the session booked. Failure to do this will result in action being taken against the Hirer for breach of contract.
- b) The Hirer must ensure all areas are left clean and tidy, taps and lights turned off, and door secured when exiting. Please provide black sacks for any rubbish, and placed in the communal bin at the rear of the hall.
- c) Clearance of all equipment and decorations must be completed before leaving.

13. **GOOD ORDER CONDUCT**

- a) The Hirer shall take every care to ensure that no undesirable person is permitted to enter or otherwise make use of the facility and shall provide a sufficient number of responsible persons to secure good order and conduct of all persons upon the premises and in the car park, during the term of the letting.
- b) The Hirer shall ensure that music provided at the premises shall not cause a nuisance or annoyance to local residents and that any form of amplification shall be so controlled by the hirer to prevent such a nuisance.
- c) The Hirer will be required to use his best endeavours to prevent noise or disturbance by patrons leaving the hall.

13. **RESPONSIBILITY**

Under no circumstances will the SMH accept responsibility for liability in respect of any loss of or damage to any property, articles or things placed or left on the premises by or on behalf of the Hirer or any other persons or in connection with the letting.

14. **INDEMNITY**

The Hirer shall indemnify the SMH from and against:

- a) all claims, demands, actions or proceedings and any loss, damage or injury which may be brought against or suffered by the SMH arising from or in consequence of the non-observance or non-performance of any of these Conditions and Regulations or any act, neglect, default or omission of the Hirer, his agents or servants
- b) all claims, demands, actions or proceeding in respect of the death of or injury to any person howsoever and by whomsoever caused which shall occur or arise from any accident or occurrence which shall happen while such person is in or upon any part of the premises or property of the SMH during the period of hire or in respect of any loss or damage suffered or sustained by any person in consequence of any such death or injury.

15. **INSURANCE**

The Hall's insurance does not indemnify the hirer for any accident that occurs within their session of hire and leaves the hirer vulnerable to claims should any accident occur. As a Condition of Hire of the Hall, you are asked to check that you have taken out the appropriate level of insurance cover for your event, including cover for any helpers/staff and for the value of any equipment you bring into the Hall.

16. **BREACH OF REGULATIONS**

If the Hirer should commit any breach of, refuse or fail to comply with any of these regulations the Booking Manager acting for the SMH shall have the right to cancel the letting without relieving the hirer from this obligation under this contract or agreement with the SMH and any fees paid to the SMH in respect of the letting shall be forfeited. The SMH will have regard to any breach of conditions when the Hirer in default makes a further application for letting.

17. **VARIATIONS**

The SMH reserves the right at any time without notice to vary these Conditions.

for and on behalf of Trustees of SMH