

Keene Hall Charity

Registered Charity 282025

STANDARD CONDITIONS OF HIRE

In these Conditions, the Trustees of the Keene Hall Charity, Galleywood are referred to as “the Owners” and the person/s hiring the premises are referred to as “the Hirers”.

These standard conditions apply to all hiring of The Keene Hall. If the Hirer is in any doubt as to the meaning of the following, the Booking Clerk should immediately be consulted.

1. HIRE OF ACCOMMODATION An APPLICATION FOR HIRE Form can be obtained from the Clerk to the Trustees and should be completed and returned to the Office within ten days of receipt. No application will be accepted more than eighteen months in advance of the booking without the special authority of the Owners. The Owners reserve the right to accept or decline any application.

2. PAYMENT On receipt of the invoice the Hirer must pay the Owners the appropriate deposit to secure the booking.

3. ADDITIONAL RETURNABLE DEPOSIT (ARD) This Deposit will be Banked and held against loss, damage, extra cleaning or extra caretaking duties and should be paid by the required date. Depending on the type of function, the rates are as follows: **£200.00** against a function, **£300.00** against 18th Birthday Parties and **£50.00** against Young People’s Parties. The ARD will be returned after the hire providing that no deductions are necessary.

4. END OF HIRE must be strictly adhered to. In particular the Hall must be completely vacated by 11.45 pm on a Saturday night The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Owners shall be at liberty to make an additional charge.

5. SUPERVISION The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Clerk to the Trustees, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

No unsupervised persons under the age of 16 years to be admitted to the kitchen.

6. USE OF PREMISES The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and 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 same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

7. NUMBERS The Owners reserve the right to limit the numbers allowed in the Hall at any time to **150** persons seated for a play or similar function, and **200** persons to a dance or similar function. The maximum in the Lodge Room to be **40** and if seated, seated 8 rows of 5 seats with a 1 metre gang-way to be left clear on the window side, leading to the fire exit.

8. GAMING, BETTING AND LOTTERIES The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

9. LICENCES The Hirer shall ensure that Owner holds a Performing Rights Society Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in The Keene Hall, the Hirer should ensure that they hold the relevant licence or Owner holds it.

10. PUBLIC SAFETY COMPLIANCE The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated

entertainment, at which alcohol is sold or provided or which is attended by children.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

11. MEANS OF ESCAPE All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. No cars or motor cycles may be parked on the forecourt of the Keene Hall during the period of hiring

12. OUTBREAKS OF FIRE The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Clerk to the Trustees.

13. HEALTH AND HYGIENE The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer.

14. GLITTER BALL WARNING The Owners cannot accept responsibility for those suffering from epilepsy who may be affected by the use of the Glitter ball.

15. BOUNCY CASTLES The maximum height allowed for bouncy castles in the Main Hall is 3.3 metres and in the Lodge Room 2 metres.

16. FOOTWEAR The wearing of footwear, especially stilletos, which might cause damage to floors is not permitted.

17. DECORATION Hirers are not permitted to attach any decorations or notices to the fabric of the halls. Use of confetti in the Hall is not permitted.

18. ELECTRICAL APPLIANCE SAFETY

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

19. FILM SHOWS The following special conditions must be complied with in relation to all hirings which are arranged for Film Shows:

- Films must be of the “Non Flam” type.
- Cable to projector to be CTS cable.
- The resistance to be efficiently guarded.
- One foam type extinguisher and fire blanket is provided and the Hirer must check availability with the Caretaker.
- The projector must be fitted with a suitable appliance to avoid interference with adjacent television sets.

continued overleaf

20. INDEMNITY (a) The Hirer shall indemnify and keep indemnified each member of The Keene Hall Trustees and their employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

(b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Clerk to the Trustees. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Clerk to rehire the premises to another hirer.

The Owners are insured against any claims arising out of its own negligence.

21. ACCIDENTS AND DANGEROUS OCCURRENCES The Hirer must report all accidents involving injury to the public to the Clerk to the Trustees as soon as possible and complete the relevant section in Owner's accident book. Any failure of equipment belonging to Owners or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Clerk will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

22. EXPLOSIVES AND FLAMMABLE SUBSTANCES The Hirer shall ensure that:

(a) Highly flammable substances are not brought into, or used in any part of the premises and that

(b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Trustees. No decorations are to be put up near light fittings or heaters.

23. HEATING The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Owners. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

24. DRUNK AND DISORDERLY BEHAVIOUR AND SUPPLY

OF ILLEGAL DRUGS The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

25. ANIMALS The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Owners. No animals whatsoever are to enter the kitchen at any time.

26. COMPLIANCE WITH THE CHILDREN ACT 1989 The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Clerk to the Trustees with a copy of their Child Protection Policy on request.

27. FLY POSTING The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Keene Hall Trustees accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

28. SALE OF GOODS The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices. Further detail can be found in Village Hall Information Sheet 34.

29. CANCELLATION If the Hirer wishes to cancel the booking more than ten working days before the date of the event, and the Owners are unable to conclude a replacement booking, the deposit shall be non-refundable. If cancellation is less than ten working days before the hire, the full cost of the hire must be paid. If the hire is cancelled by the Owners all monies paid will be returned to the Hirers, but no compensation will be payable by the Owners in respect of any loss sustained, by any person, owing to the cancellation of any hiring. The Owners reserve the right to cancel this hiring by written notice to the Hirer in the event of:

(a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election

(b) the Owners reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring

(c) the premises becoming unfit for the use intended by the Hirer

(d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Owners shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

30. NOISE The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. A CIRCUIT BREAKER will cut the electrical supply to the stage at 11.15 pm. Please ensure that any equipment is turned off before this time at the Owners cannot be held responsible for any damage caused to equipment.

31. STORED EQUIPMENT The Owners accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed. The Owners may, in their discretion in any of the following circumstances, namely-

(a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended:

(b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring:

dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

32. NO ALTERATIONS No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Clerk. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Trustees remain in the premises at the end of the hiring. It will become the property of the Owners unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

33. PRIORITY HIRE If more than one application is received for the same period of hire, the Owners reserve the right to decide which application shall have priority.

34. NO RIGHTS The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.