

# Bentley Memorial Hall Association

## Standard Conditions of Hire

### For All Users of the Bentley Memorial Hall

#### **Paragraphs 1 to 19 apply to All Events.**

#### 1. Definitions.

The Hall refers to any room or facility within the Bentley Memorial Hall building or any of the external areas surrounding the building.

An Event is a single period of time during which the Hirer hires the Hall.

An Occasional Event is an Event that is booked as a single event by a Hirer.

A Regular Event is an Event that is booked within a series of events by a Hirer.

The Hirer refers to any individual, acting in a personal capacity or as a member of an organisation, who hires the Hall for an event.

The Hire Charge is the amount required to be paid by the Hirer for a single Event.

A Booking Deposit is a deposit paid by the Hirer at the time of booking to confirm the booking. The Booking Deposit is part of the Hire Charge.

A Damages Deposit is a deposit paid by the Hirer sometime prior to the Event to cover any potential damage or loss to the Hall. Any repairs or non-routine cleaning required to be undertaken after the Event will be priced and the Damages Deposit less that price will be refunded to the Hirer.

The Trustees is the Trustee board of the Bentley Memorial Hall Association (BMHA) who are responsible for the Hall.

2. The Hall will not be hired to persons under the age of 18 years of age.
3. The Hirer shall only use the premises for the purposes as stated at the time of booking of the Event(s). Specifically, the Hirer shall not sub-let or use the premises for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything that may endanger the same or any insurance policies in respect thereof.
4. The Hirer must make themselves aware of the Emergency Exits together with the positions of Fire Alarm Points and Fire Extinguishers. It is the Hirer's responsibility to ensure that all Emergency Exits are kept clear at all times for every Event. The Hirer must brief their support team on the appropriate emergency procedures, such as the location of fire extinguishers, fire blankets and exits, as detailed in the Information for Hirers information and on notices in the Hall. The Fire Assembly Point is in the north-west corner of the car park.
5. To comply with Fire Regulations the maximum number of persons permitted in the Main hall is 100, Denis Smith Room is 60, Hugh Barton Room is 60.
6. Unless explicitly authorised by the Trustees in writing, the Hirer must not allow the following equipment into the Hall: Bouncy castles and other inflatable devices; and passenger carrying amusement devices. This is because the Hall's insurance does not cover use of such equipment.
7. The Hirer shall be responsible for obtaining any required temporary alcohol licenses from the East Hampshire District Council. The Hirer must obtain approval from the Trustees

prior to any application to the East Hampshire District Council for a temporary alcohol licence. Such approval will not be unreasonably refused by the Trustees.

8. The Hirer shall be responsible for obtaining the relevant music licences as required.
9. The Hirer shall, during an Event, be responsible for the care of the fabric and contents of the premises, the car park and the surrounding areas. In particular, no drawing pins or Sellotape are to be used to attach papers etc onto the walls; only 'white tack' is permitted.
10. The Hirer shall be responsible for the supervision, behaviour and safety of all persons on the premises during an Event. The Hirer must also ensure that car parking arrangements for an Event avoid obstruction of the highway
11. The Hirer shall ensure that the noise level does not become a nuisance to nearby residents and agrees to abide by the following timings;
  - All music to stop by 23.45 hours
  - All guests to depart by 24.00 hours (midnight)
  - Final clearing to be no later than 00.30 hours
12. Similarly, the Hirer shall ensure noise levels are kept to a minimum if an Event starts before 08.00 in the morning.
13. The Hirer shall indemnify the Trustees for the cost of repair of any damage done to any part of the Hall including the curtilage thereof or the contents of the building which may occur during an Event or as a direct result of an Event.
14. The Trustees reserved the right to cancel any future events requested by the Hirer, or the Hirer's organisation, should the Hall be in an unacceptable state subsequent to one or more Events held by the Hirer.
15. The Trustees reserves the right to end an Event prematurely if the above conditions are infringed and under such circumstances the Hire Charge for that Event will be forfeited.
16. The Trustees reserves the right to cancel any Event in the event that the Hall is required for use for a public event, such as national or local elections or referendums or public consultation events. In such cases the Trustees will give as much notice as possible to the Hirer, who will be entitled to a full refund of any monies paid for the Events affected.
17. Should the Hall, or any part thereof, be rendered unfit for the use for which it has been hired, or the Event is cancelled by the Trustees for whatever reason, the Trustees shall not be liable to the Hirer for any resulting loss, damage or theft whatsoever.
18. The Trustees will not be held responsible for the loss of, or damage to, the Hirer's or their Contractor's goods or equipment that are brought onto, or stored on, the premises. All goods or equipment belonging to the Hirer or their Contractor will not be insured by the Bentley Memorial Hall Association and all Hirers or Contractors must have their own insurance in place to cover any loss or damage.
19. If any problems arise during the function regarding water, electricity or mains services please contact one of the Trustees. Contact details are listed on the noticeboard to the left of the main entrance.

**Paragraphs 20 to 22 apply to Occasional Events only.**

20. For Occasional Events, if the Hirer cancels the booking more than three weeks before the Event, any monies paid less any Booking Deposit paid will be refunded in full. If the booking is cancelled within three weeks of the Event then any monies paid, including any booking deposit and any Damages Deposit will be refunded at the sole discretion of the Trustees, who will consider such factors as extreme weather, emergency repairs at the hall or an extreme family crisis or health issue or other relevant external factor.

21. For Occasional Events, the payment terms are as follows:

- a. On receiving a booking, and prior to the Booking being confirmed, the Trustees will send to the Hirer an invoice for the total Hire Charge plus any Damage Deposit to be paid. The Booking will remain Provisional until a payment has been made. Occasionally a Booking Deposit of £15 or 10% of the total Hire Charge, whichever is the greater, will be requested. Once any requested Booking Deposit is paid, the Booking will be deemed Confirmed.
- b. The full amount of the invoice must be paid no later than three weeks before the Event. Failure to do so may result in the Booking being cancelled by the Trustees. Once the full amount is paid, the Booking will be deemed Confirmed.
- c. If the Booking is made within three weeks of the Event, an invoice for the total Hire Charge plus any Damages Deposit to be paid will be sent to the Hirer. Until this invoice is paid, the Booking will be deemed Provisional; once the invoice is paid, the Booking will be deemed Confirmed.
- d. Should another hirer request a Booking that clashes with an existing Booking, and the existing Booking is Provisional, the Trustees will notify the Hirer of the existing Booking and request, as a minimum, a Booking Deposit to confirm the Booking. If the requested payment is not made, the existing Booking will be cancelled. Confirmed Bookings will not be cancelled in this manner, excepting the conditions in paragraph 16 of this document.
- e. Any payments received, including Booking Deposits, will not be returned unless approved by the Trustees. Circumstances where payments will be returned include those detailed in paragraph 16 of this document, bad weather and the Hall being unusable for whatever reason.
- f. The Trustees will determine if a Damages Deposit is required for a Booking. If required, the deposit will typically be about £100 for parties and about £50 for meetings.
- g. The Trustees have sole discretion to vary these payment terms on a case-by-case basis.

22. For Occasional Events, the condition of the Hall will be inspected within 24 hours of any Event finishing. Where applicable the Damages Deposit, less any deductions for damage or excessive mess, will be refunded to the Hirer within 7 days of the Event taking place. The Trustees will establish the cost of repair or additional cleaning required after the Event and at their sole discretion will retain some or all of the deposit.

**Paragraph 23 applies to Regular Events only.**

23. For Regular Events, payment terms are as detailed in the Annex A accompanying these Standard Terms and Conditions.

Last updated: August 2023.