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 **SAMLESBURY**   
**WAR MEMORIAL HALL**

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## **PREMISES TERMS AND CONDITIONS OF HIRE**

**Booking:** All booking applications must be made via our website - [www.samlesburymemorialhall.co.uk](http://www.samlesburymemorialhall.co.uk) The person filling in and signing this form will be considered the Hirer. Where an organisation is named in the application the organisation will also be considered the Hirer and shall be jointly and severally liable with the person who signs this form.

**Keys:** Will be supplied by being given a code for the entry system on the day of the hire.

**Deposit:** The Hirer will pay a deposit at the time of booking. This will be returned within 30 days of the event, subject to any sums withheld to meet part of the hire fees or the cost of rectifying damage arising during the hiring or contravening any of the terms & conditions.

**Supervision and Responsibility:** The Hirer will 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 and the behaviour of all persons using the premises whatever their capacity including proper supervision of car-parking arrangements so as to avoid danger to members of the public and obstruction of the public highway.

**Completion of Hire:** At the end of hiring the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition properly locked and secured unless directed otherwise by authorised representatives of SWMH, any contents temporarily removed from their usual positions properly replaced and all rubbish removed from site. Decoration to walls and ceiling is prohibited. Should these conditions not be complied with, SWMH reserves the right to make an additional charge, which may be deducted from the deposit paid.

**Child Protection:** In the event that the hiring involves the attendance of children and young persons under the age of 18 at the premises, the Hirer confirms that there will be in place an appropriate Child Protection Procedure. The Hirer agrees to ensure that all adults present on the premises are aware of this Procedure and abide by it. The Hirer confirms that, when necessary, under the terms of the Child Protection Procedure, appropriate Criminal Records Bureau checks will be carried out in respect of persons involved with children and young people on the premises during the course of the hiring.

**Parking:** The hire of the premises does include the use of parking facilities. SWMH reserves the right to ask for any cars related to this hiring to be removed or prevented from parking on site due to other concurrent or overlapping activities on site.

**Exclusions:** The Hirer shall not use the premises for any purposes 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 to bring on to the premises anything which may endanger the premises or any insurance policies connected with the premises. Bouncy castles are not permitted.

**Alcohol:** These are not licensed premises and no alcohol can be sold thereon without a licence from the local authority. Should the Hirer wish to bring drinks onto the premises for private and moderate consumption, written notice of this is to be provided at the time of booking.

**Smoking:** The entire premises are a No Smoking Zone. For safety reasons individuals should smoke in the car park.

**Music:** The Hirer undertakes to satisfy any requirements under performing rights for the performing or playing of live or recorded music. Any Hirer who intends to play music or have a live band agrees to inform SWMH in writing at the time of booking. The Hirer undertakes to ensure that all noise is kept to a level such that neighbours of the premises are not unduly disturbed. The Hirer agrees in any event to terminate all loud noise on the premises at 11.00pm.

**Public Safety:** The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays and shall ensure that such events shall not involve the infringement of any copyrights or performing rights.

Where the purpose for which the premises are hired includes dancing, the Hirer shall not cause or allow the maximum number of patrons and/or guests admitted to exceed the number specified on the application form.

**Emergencies:** In anticipation of an emergency, it is the Hirer's responsibility to ensure that he knows the location of first aid kits, stopcocks, the nearest hospital and the like. In anticipation of a fire, it is the Hirer's responsibility to ensure that everyone follows the fire procedures posted in the hall, knows the location of the fire exits and fire extinguishers and has communicated the mustre point location to everyone using the hall.

**Damage:** The Hirer shall indemnify SWMH for the cost of repair of any damage done to any part of the property including the surroundings or the contents of the building, which may occur during the period of the hiring as a result of the hiring.

The Hirer shall not interfere in any way with the switchboard, electricity or gas fittings, meter fittings or fixtures on the premises.

It is the responsibility of the Hirer to ensure that the electricity supply is appropriate for any equipment used and that any equipment used will not endanger, overload or damage the electricity supply, circuits, wiring, plugs, sockets, switchboards or other equipment.

**Insurance:** The Hirer acknowledges that the loss of any items left unattended is not covered by SWMH insurance cover.

**Cancellation:** If the Hirer wishes to cancel the booking before the date of the event and SWMH is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be in the discretion of SWMH.

SWMH reserves the right to cancel this hiring in the event of the premises being required for use as a polling station, for a parliamentary or local government election or bye-election in which case the Hirer shall be entitled to a refund of any deposit already paid.

Even if the Hirer has a regular booking for the hire of the premises SWMH reserves the right to renew, vary or cancel any such regular arrangements. This right will not be unreasonably enforced.

In the event of the premises or any part thereof being rendered unfit for the use of which it has been hired SWMH shall not be liable to the Hirer for any resulting loss or damage whatsoever.

**Access:** The Hirer shall allow any duly authorised officer of SWMH access to the premises or any part thereof at all times during the hiring.

## **Consent to hold your Personal Data**

Your privacy is important to us, and we want to communicate with you in a way which has your consent, and which is in line with UK law on data protection. Because of a change in UK law, we now need your consent as to how we contact you.

By accepting the terms and conditions, you are confirming that you are consenting to Samlesbury Memorial Hall holding and processing your personal data in order to contact you regarding bookings at the hall and to keep you informed about news, events or activities that may be of interest to you. (Note: you can unsubscribe from this at any time).

Where you do not grant consent, we will not be able to use your personal data; (so for example, we may not be able to let you know about forthcoming events); except in certain limited situations, such as where required to do so by law, or to protect members of the public from serious harm. You can find out more about how we use your data from our "Privacy Notice" which is available from the secretary.

You can withdraw or change your consent at any time by contacting us at [info@samlesburymemorialhall.co.uk](mailto:info@samlesburymemorialhall.co.uk) or write to Samlesbury Memorial Hall, Cuerdale Lane, Samlesbury, PR5 0UY. Please note that all processing of your personal data will cease once you have withdrawn consent, other than where this is required by law, but this will not affect any personal data that has already been processed prior to this point.