

ELSENHAM COMMUNITY ASSOCIATION

Registered Charity No. 302362

ELSENHAM MEMORIAL HALL HIRING AGREEMENT

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CONDITIONS OF HIRE

The Bookings Secretary and/or the Council of the Elsenham Community Association (ECA) shall determine whether a Hirer is considered to be a Regular or an Occasional Hirer and also reserves the right to change the category of the Hirer at any time.

1. OPERATING CONDITIONS

The following apply to all Hirers and must be strictly observed: -

- a) **NO SMOKING** or **VAPING** whatsoever is permitted anywhere within the Memorial Hall building.
- b) No modifications, changes or additions may be made, or fitted, to any of the Hall's structures (walls, doors, etc.), equipment, furniture, fixtures or fittings without the prior consent of the ECA.
- c) The wearing of stiletto heeled shoes or other forms of spiked footwear is forbidden.
- d) All liquids spilled on the floor, or the furniture, or fittings must be cleaned up immediately.
- e) No tacks, nails, screws, or any like item may be put in or on the walls, floors, or any other part of the building.
- f) No fittings may be moved or changed under any circumstances.
- g) No item may be removed from the Hall for any reason, without the express permission of the Bookings Secretary, or if not available, an Officer of the ECA.
- h) Fire extinguishers must not be moved from the positions placed except in the case of an emergency.
- i) No interference or alteration to the lighting, storage heating or any other electrical equipment is allowed.
- j) Hirers should be aware that there is a disabled access ramp available for the use of visitors to the Hall. Please discuss with the Bookings Secretary.
- k) The release of any form of sky lantern and/or gas filled balloon from Elsenham Playing Field has been banned by both Elsenham Parish Council and Elsenham Community Association.
- l) Dogs (other than Assistance Dogs) are not allowed on Elsenham Playing Field and therefore are not allowed in Elsenham Memorial Hall.

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2. KEYS FOR REGULAR AND OCCASIONAL HIRERS

- a) Regular Hirers of the Memorial Hall shall be given a key and an access code. The Regular Hirer shall name the person(s) [‘Authorised Key holder(s)’] to whom the key shall be issued and the Key holder(s) and the Regular Hirer shall together be held fully responsible for the safekeeping of keys.
- b) At the discretion of the Bookings Secretary and/or the ECA, a key and code may be issued to an Occasional Hirer on a temporary basis and for the duration of the hiring only.
- c) A returnable deposit will be charged when a key is issued.
- d) Should for any reason, a key be lost or stolen, it is the responsibility of the Hirer to immediately notify the Bookings Secretary. The key deposit will be forfeited.
- e) The Bookings Secretary and/or the ECA reserve the right, and at their discretion, to modify the terms and conditions under which a Hirer may be issued with keys and a code to the hall. This will be monitored on a regular basis.

3. BOOKINGS, CANCELLATION OF HIRE & HALL CHARGES

3.1 Bookings

- a) The hall shall not be hired out for teenage parties.
- b) The hall will be hired out no later than 12 midnight. Please note that **ALL** music must be turned off by 11.30pm.
- c) The Hirer must be over 21 years of age, or provide a named supervisor of such age who must undertake the full responsibilities of the Hirer and be responsible for the observance of all conditions connected therewith.
- d) Full payment for the hire of Elsenham Memorial Hall should be made when the Booking Form is returned to the Bookings Secretary.
- e) The Hirer will be requested to pay a deposit of £100 as a surety. This deposit will be returnable within one week of the hiring date, providing no damage has occurred and the Hall was left in such condition as stated below in Clause 4.

3.2 Cancellation of Hire

- a) If the hall is required by the local council for use as a polling station for elections all hirers who would normally hire the Hall on that day will be required to forfeit their booking. No charge will apply for that day.

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- b) 24 hours notice must be given for any cancellation of a hiring to the Bookings Secretary. In the unlikely event that you have to cancel at the last minute, you may still be charged but the circumstances will be taken into account.
- c) In the event of the Hall, or any part thereof being rendered unfit for use for which it has been hired, the ECA shall not be responsible to the Hirer for any resulting loss or damage whatsoever.
- d) The ECA reserves the right to terminate a Regular Hirer's booking and use of the Memorial Hall and shall give the Hirer at least one month's notice of the termination of the hire.
- e) The ECA reserves the right to refuse a booking from an Occasional Hirer.
- f) Upon cancellation or termination of a hiring the Hirer shall be responsible for returning any keys to the Bookings Secretary within one week of the cancellation / termination.

3.3 Hall Charges

- a) Local Organisations & Charities: £6.50 per hour. Private Hire: £10 per hour. Small Business Users: £12.50 per hour. Other users P.O.A.
- b) The Standard Scale of Charges for the hiring of the Memorial Hall will be determined by the ECA and the Bookings Secretary will inform Hirers of any change.
- c) The ECA reserves the right to amend the charges for the hire of the Memorial Hall.

4. HIRERS' RESPONSIBILITIES

4.1 General Responsibilities

- a) The hiring hours will commence upon entering the Hall and must incorporate preparation and clearing-up times as required by Clause 4.2 below.
NB The ECA monitors entry and exit times of both regular and occasional Hirers.
Any Hirer found to be exceeding the period of booked hire will be charged accordingly.
- b) The Hirer, during the period of hiring, is responsible for the supervision, care and safety of the premises, fabric and contents, and is responsible for any damage, however slight. Any damage must be reported to the Bookings Secretary or one of the persons named in the Hiring Agreement as soon as possible, but in any event, not later than 24 hours after the cessation of the hiring time.
- c) The Hirer upon entering the building must inspect the premises for any defects prior to any event; otherwise the Hirer will be held responsible for any defect and any cost in repairing or replacing the same. Should any defect be found, the Hirer must contact the Bookings Secretary or one of the persons named on the Hiring Agreement immediately prior to the continuation of the hiring.

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- d) The Hirer will be responsible for ensuring that the premises are properly secured, and all taps, lights and other electrical equipment (other than the storage heaters & water heater) are turned off before leaving the Hall.
- e) Any equipment used must be replaced in the position it was found prior to hiring.
- f) The Hirer will be responsible for the behaviour of all persons entering the Hall in regard to the event being held.
- g) The Hirer shall not sub-let the premises, or use the premises for any unlawful purpose or in any unlawful way, or bring onto the premises anything that may endanger the same, or any insurance thereon, or allow the sale of alcoholic liquor thereon without permission.
The Hirer fully indemnifies the ECA, in respect of any violation of the above, and the Hirer accepts full financial responsibility and compensation in respect of any expenses, fines, or any other costs in respect of any violation of these conditions.
- h) Electrical appliance safety: You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a manner in accordance with the Electricity at Work Regulations 1989.
- i) The Hirer shall be responsible for obtaining any licences that may be needed, whether for the consumption of intoxicating liquor or otherwise, and for the observance of the same, and of all other regulations appertaining to the premises stipulated by the Fire Authorities, the Local Authority, the Local Magistrates Court, or otherwise.
- j) At the end of the hire period the Hirer must check the main hall, kitchen, committee room and all three toilets before leaving to ensure that nobody is therein and that all windows are closed and all patio doors are closed and locked, all electrical appliances (except the storage heaters & water heater) are turned off and unplugged, all lights and taps are turned off, all cisterns are silent, all rubbish removed, all doors are closed and the alarm set.
Please refer to the checklist by the alarm.

4.2 Rubbish & Cleaning of the Hall

- a) The Hirer is responsible for ensuring that the Hall is left clean, tidy and swept.
- b) The Hirer is responsible for ensuring that all litter, rubbish and refuse is removed at the completion of a hiring.
- c) Any cleaning to the Memorial Hall required to be performed by the Hirer, but which in the opinion of the Bookings Secretary and the ECA, has not been carried out, will be charged at the appropriate rate per hour. The charge will be made on the basis of the time taken to restore the Hall to its proper state. The decision of the Bookings Secretary and the ECA will be final and not subject to negotiation.

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4.3 Insurance Cover

- a) The Hirer shall be responsible for obtaining all insurance (e.g. in respect of injury, loss, damage, or liability for injury or damage) that may be required whilst the Hirer is using, holding meetings, events or functions in the Hall.
- b) **It should be noted that whilst the ECA has its own insurance policy relating to the Hall and its equipment, the Hirer of the Hall is not covered by the ECA's insurance policy.**
- c) It should also be understood that should the Hirer, or others, being present in the Hall during the period of the hiring, bring items of equipment into the Hall, that this equipment and any damage and/or injury it may cause is not covered by the ECA insurance policy.

4.4 Fire Procedure

- **The Hirer is responsible for familiarising themselves with the Fire Procedure that is displayed on notices in the hallway, the location of fire exit doors, the location of fire extinguishers and the designated Assembly Point.**

4.5 Safeguarding

Should you have any concerns regarding a safeguarding issue we have a nominated Vulnerable Persons Representative to whom you can refer.

5. DAMAGE

- a) The Hirer will be held responsible and fully liable for any damage to the Memorial Hall premises, its fabric and contents, caused during the period of the hiring.
- b) Where damage has been deemed to have occurred, the Hirer will meet the costs of repair and/or replacement as appropriate.

6. LOSS OR DAMAGE TO PERSONAL PROPERTY

The ECA cannot accept liability or responsibility for damage to, or loss of any property of any persons attending any meeting or function in the Hall.

7. RIGHT OF ENTRY

The ECA reserves the right to refuse entry to the Hall at any time.

8. ALTERATIONS TO THE CONDITIONS OF HIRE

- a) The ECA reserves the right to make changes and amendments to the Hiring Agreement and Hirers will be notified of any changes, as and when they occur.
- b) The ECA will endeavour to provide Hirers with a reasonable period of notice.

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9. ACCEPTANCE OF CONDITIONS

Hirers, upon receiving confirmation of a booking, shall be deemed to have accepted the above Conditions of Hire and shall be bound thereby.

10. CAPACITY OF THE HALL

The capacity of the Hall is limited to 80 persons maximum and it is the responsibility of the Hirer to ensure that this number of persons is not exceeded.

Please note-

The ECA will only use the information you provide on this form to contact you and as an accounting record of your hiring of the hall.

We will treat your information with respect. For more information about our privacy policy please visit our website: <http://www.essexinfo.net/eca/privacy-notice>.

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MEMORIAL HALL, PLAYING FIELD, ELSENHAM.

APPENDIX A: GENERAL INFORMATION

BOOKINGS SECRETARY

Cheryl Rae: 17, Broom Farm Road, Elsenham,
Bishop's Stortford, Herts. CM22 6LD.

Telephone No.: 01279 817834 or 0771 417 9070.

Email: chegan@talktalk.net

Alternative contacts, in the event of the Bookings Secretary not being available, are:

Allan Hathaway: Edenholm, Robin Hood Road, Elsenham
Telephone No.: 01279 813385 or 07811 386027.

Margaret Shaw: 3 Fourways, Elsenham
Telephone No.: 01279 814260 or 07770 271611.

LOCATION OF HALL

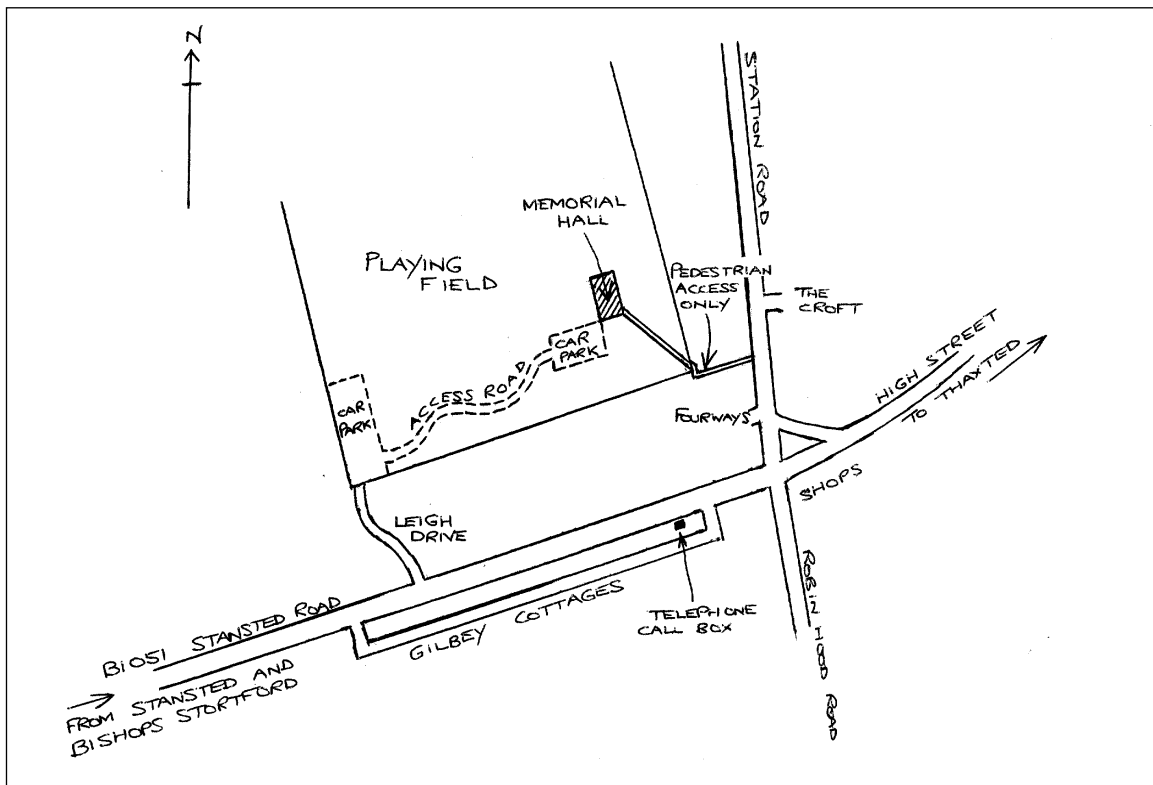
Elsenham Village Playing Field, off Leigh Drive,
Elsenham, CM22 6BY.

PEDESTRIAN ACCESS

Footpath from Station Road, close to Fourways cul-de-sac.

VEHICULAR ACCESS

End of Leigh Drive, off Stansted Road, opposite Gilbey Cottages.



<http://www.essexinfo.net/eca/>

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APPENDIX B: BOOKING FORM

Please contact the Bookings Secretary before printing this form to confirm the hall is available.

Bookings Secretary: Cheryl Rae: 17, Broom Farm Road, Elsenham,
Bishop's Stortford, Herts. CM22 6LD.
Telephone No: 01279 817834 or 0771 417 9070.
Email: chegan@talktalk.net

Hirer's Name : _____

Home telephone: _____ mobile : _____

Address : _____

Email address : _____

Date required: _____ Times required: _____ to _____

NB The length of hire MUST include sufficient time for preparation and clearing up.

Charge per hour: £ _____ Hire Charge: £ _____

A DEPOSIT OF £100 IS REQUIRED. Please make a separate cheque payable to: E.C.A.

A printed copy of this page will need to accompany your deposit and payment for the hire of Elsenham Memorial Hall.

VARIATIONS/ADDITIONAL CONDITIONS TO THE STANDARD CONDITIONS OF HIRE.

An Authorised Key Holder may delegate his/her authority to a responsible person, but that person will be held fully responsible to the ECA as if he/she were the named Authorised Key Holder.

I have read the Elsenham Memorial Hall Hiring Agreement and

I accept the Conditions of Hire detailed in the Elsenham Memorial Hall Hiring Agreement ☐

Signed _____ Date _____

Booking accepted on behalf of the Elsenham Community Association

Signed _____ Date _____

Please note- The ECA will only use the information you provide on this form to contact you and as an accounting record of your hiring of the hall.

We will treat your information with respect. For more information about our privacy policy please visit our website. <http://www.essexinfo.net/eca/privacy-notice>.

By signing you agree that we may process your information in accordance with these terms.