WILLIAM BLAKE MEMORIAL HALL

Registered Charity Number 304631

2. STANDARD CONDITIONS OF HIRE

Updated July 2026

If you are in any doubt as to the meaning of any of these Conditions of Hire, please seek clarification from us without delay. Also see the Information Sheet for Hirers (Document 3).

1. Age and Responsibility

You (or in the case of an organisation, your authorised representative), must be at least 21 years of age. You must accept responsibility for being in charge of and being on the premises at all times when the public are present, and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met. If you are an organisation booking on behalf of someone else, the authorised representative must be named on the Hall Hire Agreement Form.

2. Supervision

During the period of the hiring, you are responsible for:

(i) supervision of the premises, its interior and the contents;

(ii) care of the premises, safety from damage however slight or change of any sort; and

(iii) the behaviour of all persons using the premises whatever their capacity.

3. Use of premises

You must not use the premises for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way, nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises, nor allow the consumption of alcohol without our written permission.

4. Insurance and indemnity

(i) You are liable for:

a) Costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its contents;

b) all claims, losses, damages and costs made against or incurred by us, our volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service; and

c) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service, and subject to sub-clause 4(ii), you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to insure the liabilities described in sub-clause 4(i)a) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 4(i)b) and 4(i)c) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

a) any insurance excess incurred; and

b) the difference between the amount of the liability and the monies we receive under the insurance policy.

(iii) Where we do not insure the liabilities described in sub-clauses 4(i)b) and 4(i)c) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Authorised Representative. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

5. Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

6. Music Copyright licensing

We confirm that we hold the PRS component of the **TheMusicLicence** from PPL PRS. This covers music licence fees for the use of musical compositions and lyrics on behalf of songwriters, composers and publishers. However, we do not hold the PPL component which relates to music licence fees for the use of recorded music on behalf of record companies and performers,

7. Music

This Agreement hereby gives you the necessary written permission for performance of live music under the Deregulation Act 2015. However, if you wish to play recorded music, you must ensure that you have the PPL component of the Music Licence.

8. Film

This Agreement hereby gives you the necessary written permission to show a film under the Deregulation Act 2015. However, you must ensure children view appropriate age-restricted films (classified according to the recommendations of the British Board of Film Classification). You must also ensure that you have appropriate copyright licences for film.

9. Safeguarding children, young people and adults at risk

You must ensure that you comply with current safeguarding legislation. Any activities for children, young people and adults at risk must be provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation.

10. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment, particularly in connection with any event which constitutes 'regulated entertainment', at which alcohol is sold or provided or which is attended by children. You must also comply with our health and safety policy. A copy of the fire action plan and notice will be sent to you with your booking documentation.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Authorised Representative.

(i) You acknowledge that you have received instruction in the following matters:

a) The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall;

b) The location and use of fire equipment (you will be shown the diagram of location when handing over keys);

c) Escape routes and the need to keep them clear;

d) Method of operation of escape door fastenings;

e) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire;

f) Location of the first aid box.

(ii) In advance of any activity whether regulated entertainment or not you must check the following items:

a) That all fire exits are unlocked and panic bolts are in good working order;

b) That all escape routes are free of obstruction and can be safely used for instant free public exit;

c) That any fire doors are not wedged open;

d) That exit signs are illuminated;

e) That there are no fire-hazards on the premises;

f) That emergency lighting supply illuminating all exit signs and routes are on during the whole of the time the premises are occupied – these are operated by an automatic mains failure switching device.

11. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

12. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

(i) no one attending the event consumes excessive amounts of alcohol;

(ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. You (or in the case of an organisation, your authorised representative) must ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

13. Food, health and hygiene

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

14. 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 safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

15. Stored equipment

We 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 we will consider charging fees until it is removed.

We may, in our discretion, dispose of any items referred to below and charge you any costs we incur in any of the following circumstances:

(i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended;

(ii) your failure to remove any property brought on to the premises for the purposes of the hiring.

16. Smoking

It is the Hall's Policy that Smoking and/or Vaping are not permitted under any circumstances inside the Blake Hall. You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. You (or your authorised representative) must ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke or vape does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire. There is a cigarette bin by the front door.

17. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment (or equipment brought in by you in case it has affected our equipment). You must report all accidents involving injury to us as soon as possible and complete the relevant section in our accident book which is in the labelled kitchen cupboard.

18. Explosives and flammable substances

You must ensure that:

(i) Highly flammable substances are not brought into, or used in any part of the premises;

(ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

19. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

20. Animals

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises.

21. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

22. WiFi Services

You must use the WiFi system responsibly and comply with current legislation. We reserve the right to suspend or terminate the service if not used responsibly.

Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.

23. Cancellation by You

If you wish to cancel the booking **more than fourteen days** before the event, we will return the deposit and hire fee. However, if the cancellation **is less than fourteen days** before the event, we will **not** return the deposit or the hire charge except in exceptional circumstances at our discretion.

24. Cancellation by Us

We reserve the right to cancel this Agreement by giving you written notice in the event of:

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

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

(iii) the premises becoming unfit for your intended use;

(iv) 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 you will be entitled to a refund of any deposit or hire fee already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

25. End of hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition with rubbish removed. The premises must be properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge.

26. No alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

27. No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.