

**Thatcham Memorial Foundation**  
**Brownsfield, Bath Road,**  
**Thatcham**  
**Berkshire**  
**RG18 4AG**



**Terms and Conditions of Hire**

**These standard conditions** apply to all hirers of Thatcham Memorial Hall. If the Hirer is in any doubt as to the meaning of the following, Thatcham Memorial Foundation there after referred to as The Foundation, should immediately be consulted. Failure to comply with any of the conditions of hire will result in forfeiture of part or all of the refundable deposit.

### **1. Supervision**

The Hirer shall, during the period of the hiring, be responsible for the supervision of the premises, 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 the car park. As directed by the Foundation, 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.

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and being on the premises at all times when the public are present and for ensuring that all conditions of the Premises Licence are met.

### **2. Hire Time and Hours of Opening**

The Hirer will be charged from the time of access to the premises until the time of departure. The premises must be vacated on expiration of hiring time. Failure to vacate the premises will result in an additional charge being made in accordance with the Foundation's scale of charges. Hours of opening shall be 06.00 hours to 00.00 hours. Any variation to this condition will be at the discretion of the Foundation.

### **3. Lettings**

#### **Lettings Enquiries**

Please telephone the Foundation's Operations Manager on 01635.868244 Between 09.00 hours and 12.00 hours Monday to Friday.

Thatcham Memorial Hall can be hired on Bank Holidays (excluding Christmas Day, Boxing Day, New Year's Day, Good Friday and Easter Sunday) subject to staff availability. Double rate charge will apply.

#### **Casual lettings**

Casual hirers shall complete and return a booking form with the Foundation in order to reserve a date. At least 50% of the hire charge shall be paid to the Foundation at the time of booking and in any event all hire charges including the refundable deposit shall be paid to the Foundation at least fourteen days prior to the date of hire. The refundable deposit will be repaid to the hirer if the terms of the hire agreement are complied with at the completion of the letting.

No casual letting must be of less than two hours' duration.

Public liability insurance cover to be agreed with the Foundation. All hirers must complete and return a risk assessment for their activities.

Hirers may cancel their booking and obtain a refund of any monies paid if the Foundation are notified of the cancellation in writing at least 14 days before the date of hire.

## **Regular Hirers**

Regular hirers must hold their own public liability insurance policy and provide the Foundation with a valid copy. All hirers must complete and return a risk assessment for their activities.

Regular hirers shall be invoiced monthly in arrears.

All invoices for regular hirers must be settled in full within seven days of receipt, either electronically or by cash/cheque.

No regular letting should be less than 1 hour duration. A letting may be cancelled and no fee paid if a minimum of one month's notice is given to the Foundation. Termination of a regular hire must be made in writing to the Operations Manager fees as per your expected hire will apply for 14 days from receipt of notification.

## **Cancellations by the Foundation**

The Trust reserve the right to cancel a booking if the building is required by the Foundation. In the event of the Foundation exercising this right, as much prior notice will be given to the hirer as possible. If a minimum of four weeks' notice cannot be given for the cancellation of a booking, a letting charge will be waived by the Foundation for one subsequent booking on an alternative date.

## **5. Children's Parties**

All food and drink must be kept in the lounge area at all time. The foundation welcomes parties for children of 11 years of age and under.

## **6. Hire charges**

Hire charges will be reviewed annually and regular hirers will be given one month's prior notice of any changes.

### **Refundable Deposits**

Socials and Dances	£150.00
Meetings etc	£50.00

Deposits are normally refunded with 5 days of the function, after inspection by the Operations Manager has been made, subject to the conditions of hire being adhered to.

### **Occasional Hirers**

Hall, Kitchen, Lounge	£20.00 p/h
Lounge, Kitchen	£16.00 p/h

### **Regular Hirers**

Hall, Kitchen, Lounge	£17.50 p/h
Lounge, Kitchen	£12.50 p/h

### **Regular [Charity] Organisations**

Hall, Kitchen, Lounge	£13.50 p/h
Lounge, Kitchen	£10.00 p/h

## **7. Capacity and Supervision**

a. At the discretion of the Foundation there shall, in addition to the Hirer, be competent attendants on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. All persons on duty shall have been instructed as to their essential responsibilities by the named person responsible for fire precautions and emergency plan in the event of fire or other emergencies, including attention to disabled persons, the location of the fire fighting equipment available, how to call the Fire Brigade and carry out the evacuation procedure.

All persons on duty will be aware of the risk assessment drawn up by the Hirer for the activities to be undertaken in the building and of the measures to be implemented to minimise any identified hazards. In the interests of safety, at no time must the chairs provided be stacked more than ten high.

b. At the discretion of the Foundation, the number of attendants on duty must be not be less than two adult attendants for up to 120 people. The number of people on the premises shall not exceed 120.

## **8. Licences**

The Foundation does not hold a Performing Rights Society Licence, a PPL Licence (formally known as a Phonographic Performance Licence) a Premises Licence for regulated entertainment on the premises or a Temporary Entertainments Licence (TEN). If any of the above are required, the hirer is responsible for obtaining them.

## **9. Use of Premises and Car Park**

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose. No smoking of conventional cigarettes or e-cigarettes is allowed in the building and alcohol may only be consumed if express permission is given and the hirer obtains the appropriate licence from West Berkshire Council as necessary. Evidence of smoking in the building will result in a retention of your deposit and a £500 fine.

Hirers leave their cars in the car park at their own risk.

## **10. Use of Kitchen**

There are presently minimal kitchen facilities. The hirer is welcome to make use of what there is leaving the area in as good a state as at the commencement of the hire. The hire charge will include use of the kitchen.

Hirers shall remove all rubbish from the site at the completion of the booking.

## **11. Dangerous and Unsuitable Performances**

Performances involving danger to the public, or of a sexually explicit nature, shall not be given.

## **12. 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 Disclosure and Barring Service 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 Foundation with a copy of their Child Protection Policy on request.

### **13. 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.

### **14. Sale of Alcohol**

In order to hold a licensable activity a Temporary Event Notice (TEN) will need to be given to the licensing authority, West Berkshire Council.

The Hirer shall obtain the written consent of the Foundation before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation as there is a limit on the number of TENs which can be granted annually for any premises.

The TEN must be given to the licensing authority and chief fire officer no later than ten working days before the day on which the event begins. The person giving notice of a TEN must be aged 18 or over. A copy of the TEN must be on the premises during the event. The police and local authority have rights of entry to the premises to assess the likely effect of the TEN on crime prevention.

### **15. Raffles/Tombolas**

The provision of bottles of alcohol as prizes in raffles and tombolas is exempt from the need for a licence on condition that

- i. the lottery is promoted as an incident of an exempt entertainment defined as a bazaar, sale of work, fete, dinner, dance, sporting or athletic event or other entertainment of a similar character and
- ii. After deduction of expenses the whole proceeds of the entertainment are applied for purposes other than private gain and the following conditions apply:

The alcohol is in a sealed container

No prize is a money prize

Tickets are only issued when the entertainment takes place

The lottery is not the main inducement to attend

### **16. 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.

### **17. End of Hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition and removing all rubbish from the site. If this proves not to be the case the Foundation may deduct the cost of rendering the premises clean and tidy from the refundable deposit.

### **18. Noise**

Hirers must instruct musicians/disco operators that sound is kept to a reasonable decibel level as complaints of excessive noise could lead to prosecution and possible imprisonment.

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning as this is a residential area.

### **19. Public Safety Compliance**

On making a booking the Hirer will ensure that the person running the event is aware of the following requirements:-

- That all entrances/exits are free of obstruction and can be safely used at all times
- That there are no obvious fire hazards on the premises
- The location of fire equipment. The action to be taken in event of fire. This includes calling the Fire Brigade and the evacuation routes.
- Smoke Effect machines are not permitted. These cause the smoke detectors to go off. A £50 call will be charged to reset.
- The Assembly Point is located to the south of the Tennis Courts adjacent carpark.

### **20. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the Foundation. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

### **21. Means of Escape**

The sole means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. The Hirer will ensure that both sections of the inner doors and both sections of the outer doors are opened immediately in the case of an emergency to facilitate swift exit from the building. Those attending the disrupted event will proceed to the Assembly Point.

### **22. Outbreaks of Fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Foundation.

### **23. 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 with a residual circuit breaker in the interests of public safety. All electrical equipment must be PAT tested.

The Hirer shall avoid using extension leads wherever possible. At no time must extension leads be added together if a longer cable is needed. The load on any wall socket must not exceed 13 amps.

### **24. Electrical Appliance Safety Contd.**

The Hirer shall ensure that combustible materials are not located in close proximity to any appliances in the building at any time.

### **25. Accidents and Dangerous Occurrences**

The Hirer must report to the Foundation as soon as possible all accidents involving injury to the public and complete the relevant section in the premises' Accident Book. Any failure of equipment belonging to the Premises 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 Foundation will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

## **26. 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 Foundation. No decorations are to be put up near light fittings or heaters.

## **27. Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the premises 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 or 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 or the vicinity.

## **28. Animals**

The Hirer shall ensure that no animals (including birds), except registered assistance dogs, are brought onto the premises, other than for a special event previously agreed with the Foundation. No animals whatsoever are to enter the kitchen at any time.

## **29. 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. Failure to observe this condition may lead to prosecution of the named hirer by the Local Authority.

## **30. Stored Equipment**

The Foundation accepts 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 equipment stored by agreement with the Foundation) 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 stored equipment is removed.

The Foundation may use its discretion in any of the following circumstances:

- 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.

## **31. 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 approval of the Foundation. Any alteration, fixture or fitting or attachment so approved may at the discretion of the Foundation remain in the premises at the end of the hiring but will then become the property of the Foundation unless removed by the hirer within 7 days of the end of the hire.

### **32. No Rights**

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

### **33. Access**

Police Officers and authorised officers of the Fire Service, the Environmental Health Department and the Trading Standards Department shall have free access to all parts of the premises during the letting.

### **34. Disputes**

Any disputes between the Hirer and the Foundation shall be decided by the Chairman of the Foundation whose decision shall be final.

### **35. In the event of an emergency please telephone in the following order:**

Mr Gary Lewis – Caretaker	07402 023889
Mrs K Pitt – Operations Manager	07768 661815
Mr J Wood – Vice Chairman	01635 863531

Where the reason for call-out in the opinion of the Foundation is the responsibility/fault of the Hirer a fee of £25.00 will be levied and will be retained from the deposit held by the Foundation.