

## EAST MALLING INSTITUTE HALL CONDITIONS OF HIRE

### 1. BOOKING APPLICATIONS AND FEES

- a. Fees for regular bookings are payable monthly in arrears.
- b. **Damaged tables are charged at a minimum of £60.00 each table.**
- c. **Onsite storage of hirers' equipment will be charged at the appropriate rate.**
- d. BOOKINGS WILL ONLY BE CONSIDERED FIRM AFTER RECEIPT OF A COMPLETED BOOKING FORM.
- e. Hire fees may be changed at any time. However, three months' notice will normally be given of such changes.
- f. 'The Trust' or its officers reserve the right to refuse, cancel or terminate any function or booking at their discretion.
- g. All cancellations and amendments by the hirer must be notified in advance to 'The Trust'.
- h. Payment must be made either in cash or cheque made payable to: 'The East Malling Institute Trust'. For payment by bank transfer please call the Booking Clerk.

### 2. RIGHTS OF ENTRY

- a. It is the duty of hirers to ensure that the use is confined to that part of the premises subject to the hire and that only persons connected with the function are present and have use of such facilities as toilets, cloakrooms, kitchen etc.
- b. The hirer shall allow right of entry to the hall at any time by any member of 'The Trust' or its authorised agent or contractors.

### 3. RESPONSIBILITIES OF HIRERS

- a. Applicants must be over 18 years of age to hire the premises and **MUST** be present at the function and ensure the hall is only used for the purpose for which it has been hired.
- b. Hirers are requested to have regard for nearby residents by using discretion in the opening of doors and windows in warm weather and leaving the hall at night with the minimum noise.
- c. Hirers are responsible for their own property and are advised to personally insure items of value for loss or damage in any circumstances. The hirer must provide supervision of cloakrooms etc.
- d. The hirer **MUST** remove all litter, empty waste bins, clean up any spillage, stack tables and chairs and leave the premises in a tidy condition, ensuring any soiled baby's nappies are removed from the premises. Failure to comply with this condition will result in a cleaning charge which will be deductible from the deposit and/or added to your hire bill.
- e. Any hirers' catering equipment and excess foodstuffs must be removed from the premises at the end of the hire period.
- f. No animals will be brought onto the premises at any time, except for guide dogs.
- g. **Hirers will not do anything on the premises that would cause danger or harm or that could render the insurance invalid.**
- h. On vacating the premises all windows **MUST** be closed, lights turned off, doors locked and keys returned.
- i. Under no circumstances shall the hirer sublet the hall.
- j. Hirers are responsible for ensuring that all fire escapes are kept clear at all times and that they are aware of the locations of fire alarms, extinguishers etc.
- k. **The Fire Brigade shall be called to any outbreak of fire, however slight, and an Authorised Representative of 'The Trust' advised immediately.**

l. UNDER NO CIRCUMSTANCES SHOULD THE HALL BE LEFT UNATTENDED.

- m. **NO SMOKE MACHINES ARE PERMITTED IN ANY PART OF THE HALL UNDER ANY CIRCUMSTANCES. ANY ENTERTAINERS/DISCOS SHOULD BE INFORMED BEFORE ENTERING THE HALL.**

- n. **NO SMOKING SHALL BE ALLOWED IN ANY PART OF THE PREMISES.**

- o. **The hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the premises and/or its curtilage, and shall indemnify 'The Trust' against any expense, liability, loss, claim, costs or proceedings including claims for personal injury to or death of any person howsoever caused arising out of the course of or caused as a result of the hiring, except where due to the negligence of 'The Trust', its employees, servants or agents.**

- p. Any decorations must be attached to the dado rails only, **NOT** to the walls.

### 4. OBSERVANCE OF STATUTORY REGULATIONS

- a. **The hirer will ensure nothing is done on or in relation to the premises in breach of any law including in relation to gaming, betting and lotteries.**

- b. Bookings will normally require the hall to be vacated by midnight at the latest. However, an extension may be granted on application in return for a premium payment and the necessary permissions from the relevant authorities.

- c. No booking will be allowed after 10.00pm on Sundays.

- d. Permission to consume alcohol in the hall shall be obtained at the time of booking.

PERMISSION TO SELL ALCOHOL SHALL ONLY BE GRANTED IF THE BAR IS RUN BY AN APPROVED LICENSEE AND A TEMPORARY EVENT NOTICE IS OBTAINED, A COPY OF WHICH MUST BE SUPPLIED TO 'THE TRUST'S' BOOKING CLERK.

The approved licensee shall be responsible for ensuring the bar is run in accordance with the licensing laws and is closed at the stipulated time (see below).

NO PERSON UNDER THE AGE OF 18 YEARS MAY BE SERVED OR CONSUME ALCOHOL ON THE PREMISES.

Any bar must be closed at 11.00pm unless prior permission has been given by 'The Trust'.

- e. Numbers shall be strictly limited by the hirer to the legal maximum:

Closely seated	100 persons
Dancing	100 persons
Seated at tables	80 persons
Seated at tables with dancing	80 persons
Exhibitions	70 persons

- f. The hirers shall not use the hall or permit its use for any illegal purpose, including the public performance of works involving copyright, unless proper authorisation is obtained. The hirer shall indemnify 'The Trust' against any sums of money payable by reason of infringements of copyright and/or performing rights etc, occurring during the time of hire.

- g. **Failure to comply with any of the foregoing conditions may result in the refusal of any future bookings or cancellation of the current booking and retention of all or part of the deposits or an additional charge.**

### 5. HEALTH AND SAFETY

- a. You **MUST** read The Trust's Health and Safety Policy which forms part of the Hire Agreement. The Policy can be viewed on the East Malling Institute Hall website at [www.eastmallinginstitutehall.co.uk](http://www.eastmallinginstitutehall.co.uk) A hard copy of the Policy is available on request.