

MARLOW COMMUNITY ASSOCIATION - CONDITIONS OF HIRE OF LISTON HALL

1. PAYMENT

- (a) Non-returnable Booking Fee of one third of hire fee on application.
- (b) Balance of hire fee payable at least twenty eight days before hire date; an invoice will be sent.
- (c) Returnable Deposit to be paid, by cash or cheque, prior to the event or on key collection on account of damage and/or breach of these Conditions. Deposit is returnable seven days after the event subject to key return & damage inspection.
- (d) Sections and Affiliated organisations must pay fees within twenty eight days of invoice, which will be issued at the start of the month of the booking.
- (e) Sections and Affiliates (who do not pay a returnable deposit) will be invoiced for any damage caused to the digital projector or other equipment.

2. CANCELLATIONS

- (a) Must be in writing.
- (b) Not less than four weeks before hire date or full hire charge payable.
- (c) Sections and Affiliated - 50% charge if cancelled between three and six weeks of hire date, full charge if cancelled within three weeks of hire date.

3. **DAMAGE** The Hirer must indemnify the Association for damage to any part of the building and/or contents and/or curtilage thereof during or as a result of the event.

4. INSURANCE

- (a) The Hirer shall be responsible for insurance for third party claims against the Hirer whilst using the premises.
- (b) If appropriate insurance is not provided, the hirer shall be personally liable for such claims. (The Association is covered only for its own negligence.)

5. CONDUCT The Hirer shall

- (a) Supervise the premises and contents, behaviour of all persons arriving at, using and leaving the premises and car parking.
- (b) Satisfy the Association as to adequate stewarding.
- (c) Allow Association Officers, Police or Fire Service free access at all times and obey all requests, particularly as to safety.
- (d) Minimise noise to avoid interference with other activities within the building, or inconvenience to the neighbourhood.
- (e) Comply with the Fair Trading Laws and any code of practice relating to the sale of goods, in particular, total prices and organisations name and address to be prominently displayed and any discounts based on the Manufacturers Recommended Retail Prices.
- (f) Not assign or sub-let the premises or use for any unlawful activity.
- (g) Not remove any furniture from the rooms during the hire, except with the express prior approval of the Association.

6. CLEANING AND SECURITY On leaving the premises the Hirer shall

- (a) Return the furniture and equipment to the original positions.
- (b) Secure all doors and windows.
- (c) Leave the furniture, equipment and premises including floors and surrounds clean and tidy. Cleaning materials and equipment are available in the hall cupboard.
- (d) Remove all rubbish. You will be charged for each bag that the Association has to dispose of.
- (e) Return all keys through the letter box.
- (f) Under no circumstances may "clearing up" be left until the next day or rubbish left on or outside the premises.

7. SAFETY

- (a) Nothing must be done or brought into the premises which will endanger users of the building, invalidate the Association's insurance policies, or infringe the Fire Regulations. In particular, no obstruction of hallways and doorways and no improper use of fire fighting equipment.
- (b) The hirer must ensure that fire exits and the access routes to them are kept clear AT ALL TIMES, bearing in mind that people from other parts of the building may need to use them in an emergency. See building plan for details.
- (c) The Hirer is responsible for meeting any relevant need for DBS checks in accordance with current safeguarding and compliance criteria for anyone, including volunteers, who has contact with children and/or vulnerable adults in the course of the hire. The Association does not accept responsibility for any safe-guarding issues that might arise while under the hirer's jurisdiction and business.

8. LICENCES The Hirer shall

- (a) Obtain any Licence necessary in connection with the event unless already held by the Association.
- (b) Comply with the Association's Music and Dancing Licence, a copy of which is available for inspection and the Hirer shall be deemed to have notice of its conditions.
- (c) Comply with the Law relating to betting, gaming and lotteries.
- (d) Indemnify the Association against any infringement of copyright in any dramatic or musical work performed at the event and produce any licence to the Association before the hire date.

9. INTOXICATING LIQUOR The Association's express prior consent must be obtained:

- (a) to bring, sell or consume alcoholic liquor on the premises.
- (b) to apply for a Temporary Event Notice from the local authority e.g Wycombe District Council. This is the hirer's responsibility as is ensuring compliance with all relevant licensing legislation. The Notice must be prominently displayed at the event.

If (b), whose name will be on the Notice?

For (a) and (b)

Hirer name.....Signature.....

Permission is granted for (a) and/or (b) by Marlow Community Association, subject to Licensing Laws.

Signed on behalf of Marlow Community Association.....

continued

MARLOW COMMUNITY ASSOCIATION - CONDITIONS OF HIRE OF LISTON HALL (continued)

10. **CAPACITY** Fire Regulations restrict the number of persons in the **whole** building to a maximum of 250.
Per room, the maximums are Main Hall – 200 standing, 175 with theatre style seating; Garden Room – 40 standing, 36 seated; Thames Room 50 standing, 48 with seating; Bruce Room - 8 seated.
11. **HOURS** Unless agreed in writing, the premises must not be used outside the hours stipulated in the Hirers Agreement.
12. **LOSS OF PROPERTY** The Association accepts no responsibility for damage or loss of property of persons using premises.
13. **NOTICES AND SIGNS** Nothing is to be attached to any part of the premises without the express prior approval of the Association.
14. **LIGHTING** No alteration or addition may be made to the existing electrical system without prior written consent.
15. **THE ASSOCIATION RESERVES THE RIGHT**
 - (a) To refuse any application for hire without specifying a reason.
 - (b) To cancel bookings if premises required as a Polling Station or rendered unfit for the intended use.
 - (c) The Association reserves the right to modify the hire charge should an event be cancelled due to extremely adverse weather.
 - (d) To impose such further conditions as it may see fit.