

GREAT MISSENDEN MEMORIAL CENTRE
TERMS AND CONDITIONS

THE TERM **GMMC** MEANS THE GREAT MISSENDEN MEMORIAL CENTRE AND ITS TRUSTEES. THE TERM **HIRER** MEANS AN INDIVIDUAL HIRER, OR WHERE THE HIRER IS AN ORGANISATION, THE AUTHORISED REPRESENTATIVE.

1. **Contract:** Your contract, for the provision of venue and facilities, will be with **GMMC**. A contract is only formed between us upon receipt of cleared funds in respect of payment of the full hire fee and deposit, if applicable.
2. **Supervision:** The **HIRER** will, during the hire period, be responsible for supervision of the premises, fabric and contents and the prevention of damage or change, however slight. No amendments shall be made to the premises without the prior consent of **GMMC**. The **HIRER** is responsible for the behaviour of all persons using the premises and the proper supervision of car parking arrangements.
3. **Use of premises:** The **HIRER** shall not use the premises for any purpose not disclosed during booking, and shall not sublet. The premises must not be used for any unlawful purpose or in any unlawful way. Nothing may be brought onto the premises which may endanger the same or render invalid any insurance policies. The premises must be vacated by 23:45.
4. **Liquor licence:** The sale of alcohol, whether by cash, tokens, lump sum, included in admission fees, or free of charge, is only permitted if the Committee have been advised in advance.
5. **Compliance:** The **HIRER** will ensure compliance with:
 - 4.1. The law relating to gaming, betting or lotteries.
 - 4.2. All conditions and regulations made in respect of the premises by the fire authority, local authority, and the local magistrates court or otherwise.
 - 4.3. Relevant food health and hygiene legislation and regulations.
 - 4.4. The law that states that all public buildings or places shall be designated as no-smoking areas.
 - 4.5. The safety and good working order of any electrical appliances brought on to the premises and used in a safe manner.
 - 4.6. The provision of the Children Act 1989, and that fit and proper persons have access to children.
 - 4.7. An appropriate PPL and PRS agreement if they play recorded music in any form. A PPL and PRS licence is included in our booking fees.
6. **Indemnity:** The **HIRER** shall indemnify **GMMC** against:
 - 5.1. Any fines or claims made due to the failure in compliance as outlined in paragraph 5, and failure to comply with any other legal obligation.
 - 5.2. Breakage, injury or loss of / from the use of any equipment or article brought onto the premises by the **HIRER**.
 - 5.3. Costs relating to damage, breakage, extra cleaning or disposal of extra rubbish caused by the **HIRER**. Excess charges are not limited to any deposit amount.
7. **Accidents and dangerous occurrences:** The **HIRER** must report all accidents involving injury to a member of the public to the Booking Secretary as soon as possible after the incident. Accidents involving injury should be written up in the

incident book, which is kept in the kitchen with the First Aid box. Any failure of equipment, either that belonging to the **GMMC** or brought by the **HIRER**, must be reported to the Booking Secretary as soon as possible.

8. **Insurance:** **GMMC** holds public liability insurance. This is extended to non-commercial **HIRERS**. This insurance is void whilst the **HIRER** is not on the premises.
9. **Animals:** The **HIRER** shall ensure that no animals, except assistance dogs, are brought on to the premises, other than for a special event that has been approved by **GMMC**.
10. **Cancellation by the HIRER:** In the event of a cancellation the following charges will apply:-
 - Less than 1 week's notice = 100% charge
 - Less than 2 weeks notice = 75% charge
 - Less than 3 weeks notice = 50% charge
 - Less than 4 weeks notice = 25% charge
11. **Cancellation by GMMC:** **GMMC** reserves the right to cancel a hiring in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election. The **HIRER** shall receive a refund of any monies already paid. No compensation will be made for other expenditure or loss of income incurred by the **HIRER**.
12. **Events outside our control:**
 - 12.1. In the event of **GMMC** closing the Memorial Centre due to adverse weather conditions, or the failure of provisions such as electricity or heating, the **HIRER** will be fully reimbursed for any monies already paid.
 - 12.2. In the event of cancellation by the **HIRER** due to adverse weather conditions, **GMMC** will accept no liability for loss of earnings, and the full hire fee will be payable.
13. **Unfit for use:** In the event of the Memorial Centre, or any part thereof, being rendered unfit for the purpose for which it has been hired, **GMMC** shall not be liable to the **HIRER** for any loss or damage whatsoever.
14. **Refusal of a booking:** **GMMC** reserves the right to refuse a booking without notice, or to cancel a hiring at any time. The **HIRER** shall be entitled to the reimbursement of all monies already paid. **GMMC** shall not be liable to make any further payment to the **HIRER**.
15. **End of the hire:** The **HIRER** shall be responsible for leaving the premises and surroundings in a clean and tidy condition; all doors, windows and fire exits securely closed and all internal lights switched off, unless directed otherwise. Any contents temporarily removed from their usual positions shall be properly replaced. The **HIRER** must remove all rubbish resulting from a party or any other function.
16. **Noise:** The **HIRER** shall ensure that the minimum of noise is made on arrival or departure. Amplified music shall not be played at a level that causes nuisance to neighbours of the Centre.
17. **Walls** – do not stick anything to the main hall painted walls, as this can cause damage when removed.
18. **Furniture** – the tables, chairs, stage, etc are not to be removed from the hall and are strictly for indoor use.
19. **Storage Area** – the downstairs storage area should be left with chairs stacked neatly and not obscuring the fire exit door. Access to the upstairs storage area is not permitted, unless previous permission is granted in writing.

20. **Excess charge:** **GMMC** shall be at liberty to make an additional charge over and above the hire charge and deposits, for any costs incurred by failure to comply with the above conditions.

Supplemental Terms & Conditions

These conditions are additional to, not a replacement for the hall's ordinary conditions of hire.

The purpose of these measures is to ensure that the Memorial Hall can operate safely and in a manner that will reduce the risk of exposure and of transmission of any virus. The Memorial Hall has cleaning services two hours a day, five days a week. Hirers will be responsible for all cleaning before and after their booking.

1. You, the hirer, will be responsible for ensuring those attending your activity or event comply with **government regulations** while entering and occupying the hall, in particular whether face masks are required, and the use of hand sanitiser when entering the hall and after using tissues (please supply your own).
2. You undertake to comply with the actions identified in the hall's risk assessment.
3. The hirer will be responsible for cleaning of surfaces likely to be used during your period of hire before other members of your group or organisation arrive, to keep regularly used surfaces clean during your hire, and to clean them again on leaving. Please pay particular attention to wash hand basins and kitchen sinks (if used). The hirer will be required to use their own domestic cleaning products. Please take care cleaning any electrical equipment. Use cloths – do not spray!
4. The hirer will make sure that everyone likely to attend your activity or event understands that they **MUST NOT DO SO** if they or anyone in their household is unwell in the last 48 hours, and that if they develop symptoms within 10 days of visiting the premises they **MUST** seek an appropriate test.
5. You will keep the premises well ventilated throughout your hire, with windows and doors open as far as convenient. You will be responsible for ensuring they are all securely closed on leaving.
6. You will ensure that the following capacity is observed in order that social distancing can be maintained:-
 - Main Hall – 150 people maximum
 - Committee Room – 30 people maximum

You will encourage people to avoid close contact with those they do not regularly see as far as possible and as far as possible observe measures such as face coverings when using more confined areas. You will ask people to make sure that no more than two people use each suite of toilets at a time.

7. You will take particular care to avoid any persons likely to be clinically extremely vulnerable coming into close contact with other people they do not know, ensuring they can access the toilets or other confined areas without compromising social distancing, and that face coverings are used in their proximity.
8. You are asked to arrange the room as far as possible so as to avoid close contact between people who do not regularly see each other, such as: seating side by side rather than face-to-face, an empty chair between each person or household group, requiring face coverings, good ventilation. If tables are being used for a meeting a wide U-shape is advisable.
9. You must keep a record of the date and time the activity started and the name and contact telephone number or email of all those who attend your event.
10. You will be responsible for the disposal of all rubbish created during your hire, including tissues and cleaning cloths, before you leave the hall, in the bin provided, or if this is full please take your rubbish away with you.

11. Users are encouraged to bring their own drinks and food. If food or drink is being served or made on a DIY basis (as distinct to a water bottle used during exercise) it should if possible be consumed while seated.
12. We will have the right to close the hall if there are safety concerns, for example, if someone who has attended the hall develops symptoms and thorough cleansing is required or if it is reported that the Special Hiring Conditions above are not being complied with, whether by you or by other hirers, or in the event that public buildings are asked or required to close again. If this is necessary, we will do our best to inform you promptly and you will not be charged for this hire.
13. In the event of someone becoming unwell while at the hall you should remove them to a designated safe area. Provide tissues and a bin or plastic bag, and a bowl of warm soapy water for handwashing. Ask others in your group to provide contact details if you do not have them and then leave the premises, observing the usual hand sanitising precautions, and advise them to launder their clothes when they arrive home. Inform Great Missenden Parish Council.
16. Other special points as appropriate.
E.g., Where a sports, exercise or performing arts activity takes place:
You will organise your activity in accordance with guidance issued by the relevant governing body for your sport or activity
E.g., Where a group uses their own equipment:
You will ask those attending to bring their own equipment and not share it with other members or you will avoid using equipment, which is difficult to clean, as far as possible.
You will ensure that any equipment you provide is cleaned before use and before being stored in the hall.
17. You will encourage all those attending your activity to wear a face covering when using confined areas such as toilets and corridors, for the safety of others.

Please could you supply a risk assessment for your intended activity/event. This must be supplied before your first booking.