

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 Formation and Booking Confirmation

A legally binding contract is formed between Great Missenden Memorial Centre (GMMC) and the Hirer when GMMC confirms the booking following receipt of a booking request and acceptance of these Terms and Conditions by the Hirer.

The Hirer's acceptance of these Terms and Conditions is made at the time of submitting the online booking request (via the required tick-box confirmation on the online calendar).

A confirmation email issued by GMMC confirms acceptance of the booking and forms the final agreement.

Payment is not required for the formation of the contract but must be made in accordance with Clause 2 (Payment Terms).

2. Payment Terms

Unless otherwise agreed in writing, payment of the hire fee (and deposit) must be made within the period specified on the invoice.

GMMC reserves the right to cancel any booking where payment is not received by the due date.

3. 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.

4. 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.

5. 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 Memorial Hall Committee have been advised in advance.

6. Compliance

The HIRER will ensure compliance with:

- 6.1 The law relating to gaming, betting or lotteries.
- 6.2 All conditions and regulations made in respect of the premises by the fire authority, local authority, and any other relevant authority.
- 6.3 Relevant food hygiene and health legislation.
- 6.4 The law that states that all public buildings or places shall be designated as non-smoking areas.
- 6.5 The safety and good working order of any electrical appliances brought onto the premises and used in a safe manner.

- 6.6 The provisions of the Children Act 1989, ensuring that fit and proper persons have access to children.
- 6.7 Any appropriate PPL and PRS requirements if recorded music is played. A PRS licence is included in hire fees.

7. Indemnity

The HIRER shall indemnify GMMC against:

- 7.1 Any fines or claims arising from failure to comply with Clause 6 or any other legal obligation.
- 7.2 Breakage, injury, loss of, or damage caused by equipment or articles brought onto the premises by the HIRER.
- 7.3 Costs relating to damage, breakage, extra cleaning or disposal of excess rubbish caused by the HIRER. Excess charges are not limited to any deposit amount.

8. 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. Accidents must be recorded in the incident book located in the kitchen. Any failure of equipment, whether belonging to GMMC or brought by the HIRER, must be reported as soon as possible.

9. Insurance

GMMC holds public liability insurance, which extends to non-commercial HIRERS only. This insurance is void whilst the HIRER is not on the premises.

10. Animals

No animals, except assistance dogs, are permitted on the premises unless prior written approval has been given by GMMC.

11. Cancellation by the Hirer

Once a booking has been confirmed by GMMC, the Hirer remains responsible for the hire fee in the event of cancellation.

Cancellation charges will apply as follows:

- Less than 1 week's notice: 100% of hire fee
- Less than 2 weeks' notice: 75% of hire fee
- Less than 3 weeks' notice: 50% of hire fee
- Less than 4 weeks' notice: 25% of hire fee

Cancellation must be made in writing (including email to bookingsgmmc@gmail.com). The date of receipt by GMMC will be used to calculate notice periods.

12. 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.

13. Events Outside Our Control

- 13.1 In the event of GMMC closing the Memorial Centre due to adverse weather conditions or failure of utilities, the Hirer will be fully reimbursed for any monies already paid.
- 13.2 In the event of cancellation by the Hirer due to adverse weather conditions, GMMC accepts no liability for loss of earnings, and the full hire fee remains payable.

14. Unfit for Use

In the event of the Memorial Centre, or any part thereof, being rendered unfit for use, GMMC shall not be liable for any loss or damage whatsoever.

15. Refusal of Booking

GMMC reserves the right to refuse a booking without notice, or cancel a hiring at any time. In such cases, the Hirer shall be entitled to reimbursement of all monies already paid. GMMC shall not be liable for any further payment.

16. End of Hire

The Hirer shall be responsible for leaving the premises clean and tidy, ensuring all doors, windows and fire exits are secured, and all internal lights switched off. All rubbish must be removed. Brooms & mops are provided for cleaning and the toilets should be checked and left clean and tidy.

17. Noise

The Hirer shall ensure that minimal noise is made on arrival and departure. Amplified music must not cause nuisance to neighbours.

18. Walls

Nothing may be stuck to the main hall painted walls as this may cause damage.

19. Furniture

Tables, chairs, stage equipment etc. must not be removed from the hall and are strictly for indoor use only.

20. Bouncy Castles and Inflatables

Inflatables, including bouncy castles are only permitted with prior written approval and valid insurance, risk assessment and PAT testing certificates.

21. Storage Areas

The downstairs storage area must be left tidy with chairs stacked neatly and fire exits unobstructed. Access to upstairs storage is not permitted without prior written permission.

22. Excess Charges

GMMC reserves the right to make additional charges over and above hire fees and deposits for any costs incurred due to failure to comply with these Terms and Conditions.

April 2026

SUPPLEMENTAL TERMS – PUBLIC HEALTH AND COMMUNICABLE DISEASES

These conditions are additional to the Hall's standard Terms and Conditions of Hire and apply in relation to any outbreak or risk of communicable disease (including but not limited to influenza, COVID-19, norovirus, or any future public health emergency).

1. Hirer responsibility

The Hirer is responsible for ensuring that their activity is conducted in a manner consistent with any applicable government guidance and reasonable public health precautions in force at the time of the hire.

2. Symptoms and illness

The Hirer must take reasonable steps to ensure that no person attends the premises if they are knowingly unwell with a communicable illness that could reasonably be transmitted to others.

3. Hygiene and cleaning

The Hirer is responsible for maintaining appropriate hygiene during their hire, including:

- cleaning of frequently touched surfaces where appropriate, and
- ensuring the premises are left in a clean and tidy condition at the end of the hire.

The Hall provides cleaning once a day (5 days a week) but does not provide enhanced cleaning during hire periods.

4. Ventilation

The Hirer should ensure, where reasonably practicable, that the premises are adequately ventilated during use.

5. Capacity and safe use

The Hirer must ensure that the premises are not overcrowded and are used in a manner appropriate to the nature of the activity and any prevailing public health guidance.

6. Health protection measures

Where government or public health guidance recommends protective measures (such as hand hygiene, distancing, or use of face coverings), the Hirer is responsible for implementing such measures as they consider appropriate for their event.

7. Record keeping (if required)

The Hirer must comply with any legal requirement in force at the time relating to attendee records or contact tracing.

8. Closure of premises

The Management Committee reserves the right to close the premises at short notice where necessary for health and safety reasons, including suspected or confirmed communicable disease risks or compliance with official guidance. In such cases, hire fees already paid will be refunded for affected bookings, but no further liability will be accepted.

9. Risk assessment

Where required for higher-risk activities, the Hirer may be asked to provide a risk assessment prior to the event.