

**MORRELL ROOM, STREATLEY
CONDITIONS OF HIRE
Registered Charity No. 300209**

If the Hirer has any doubt as to the meaning of any of the following the Hall Caretaker or one of the Management Committee should be consulted before signing:

The Hall Caretaker	Andy Taylor	01491 873855
The Chairman	Keith Jackson	01491 872866
The Treasurer	Ian Judd	01491 872642

These Conditions apply to all hiring of the Morrell Room.

The Hirer should print and carry a copy of these conditions during the event so that they can check any condition should the need arise.

1. Supervision

(a) Safeguarding Children – If the Morrell Room is hired for an activity where children under the age of 18 will attend (other than for hire for private parties arranged for invited friends and family) the hirer must provide the Management Committee with a copy of their child protection policy so that the Committee can check that it is adequate.

(b) The Hirer shall be responsible for the supervision of the premises, the fabric and contents and for their care and safety from damage.

(c) The Hirer shall be responsible for the behavior of all persons attending the hire function, including helpers.

(d) The Hirer should be fully prepared for an emergency.

(e) The Hirer must ensure proper supervision of car-parking by attendees so as to avoid obstruction of Church Lane to the Emergency Services and other users and the blocking of the 3 Hall Emergency Exits.

2. No Smoking

The Morrell Room is a NO SMOKING AREA

3. Capacity of the premises

The Hirer shall ensure that the number of persons present on the premises shall not exceed the following (Plus kitchen staff, attendants, helpers and supervisory staff):

Closely seated Audience:	130
Audience seated at tables in restaurant-style use	106
Dancing or other functions without formal seating	180

4. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor bring into the premises anything which might endanger it or render invalid any insurance policies relating to it.

5. Dangerous Performances

Performances involving danger to the public are prohibited.

6. Evening-Time Restriction

The Hirer shall ensure that any evening function or event shall terminate not later than midnight and that the Hall is fully vacated not later than one hour after midnight.

7. 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.

8. Licenses

The Hirer shall be responsible for obtaining such licenses as are required for the sale or supply of alcoholic liquor in the premises. A Temporary Event Notice is required for all events at which alcohol is bought or supplied.

LICENSING ARRANGEMENTS FOR EVENTS IN THE MORRELL ROOM INVOLVING THE SUPPLY OR PURCHASE OF ALCOHOL

The Licensing Act 2003 came into force on November 24th 2005 and dictates how applications to run events at which alcohol will be supplied have to be made. Any event at which alcohol is bought or supplied is subject to this legislation. The key points are summarised below and a copy of the Temporary Event Notice (TEN) application form and guidance notes can be found on this site. Further copies of these can be obtained from the Department of Culture, Media and Sport whose website is at www.culture.gov.uk/alcohol_and_entertainment.

- A single event can last for up to ninety six hours

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- The fee will be £21, payable to West Berkshire Council
- The event applicant must apply direct to West Berkshire Council using the form available on this site. Two copies should be sent to the Public Protection Service, West Berkshire Council, Faraday Road, Newbury, RG14 2AF. One copy should be sent to the Chief Police Officer, Thames Valley Police, Newbury Police Station, Mill Lane, Newbury, RG14 5QU
- West Berkshire Council requires ten working days notice in which to process the application. Shorter notice will result in the rejection of the application.
- Whilst The Morrell Room Committee is not involved in the application process they are, however, required to maintain a record of all Temporary Event Notices issued. This record has to be available for inspection by West Berkshire Council at any time.

9. Public Safety Compliance

The Hirer shall comply with all Conditions and Regulations made in respect of the premises by the Fire Authority, Local Authority and/or the Licensing Authority , particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

10. Fire Safety

The Hirer acknowledges that they fully understand the following matters:

- The location and use of fire equipment. (See "Morrell Room Layout Plan", copy on the website)
- Escape routes and the need to keep them clear.
- Method of operation of escape - door fastenings.
- Appreciation of the importance of closing all fire doors immediately should a fire break out.
- The action to be taken in event of fire:
 - Sound the fire alarm.
 - Dial 999 & Call the Fire Brigade.
 - Ensure that everyone vacates the building by the nearest fire exit.
 - Close all doors after ensuring all room users have exited the room.
 - Report to the Fire Assembly Point.

In advance of an entertainment or play the Hirer shall:

- Make all Room users aware of the position of Fire Exits & the Fire Assembly Point.
- Ensure that all fire exits are unlocked and panic bolts in good working order.
- Ensure that all escape routes are free of obstruction and can be safely used.
- Ensure that no fire doors are wedged open.
- Ensure exit signs are illuminated & clearly visible.
- Ensure that there are no obvious fire hazards on the premises.

11. Means of Escape

(a) All means of escape from the premises must be kept free from obstruction and immediately available for instant free public exit.

(b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

WHEELCHAIRS, DISABLED PERSONS ATTENDING:

A ramp is available for the centre door.

The Hirer is responsible for ensuring that adequate measures are taken to be able to evacuate disabled persons safely, without delay and without obstructing others.

12. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator.

13. Use of Electrical Appliances

(a) No appliance with a rating in excess of 3 kilowatts and requiring more than 240 volts shall be connected to the supply.

(b) All appliances connected to the installation shall be properly earthed.

(c) The Morrell Room electrical installation shall not be tampered with or modified in any way.

(d) Extension leads shall be properly insulated throughout their length and shall have additional effective protection when crossing gangways.

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- (e) **TO TURN OFF MAINS:** Open balcony door and, on your right, press the button on the white trip box inside the cupboard.
- (f) **TO TURN BACK ON:** Turn the adjoining switch to the right (also in the cupboard).
- (g) **SAFETY TRIP SWITCHES:** If a bulb blows, the lights on that circuit may “trip”. You have to reset the trip switch, which will have moved downwards.

The Main Hall trip is in the far corner on the right hand wall facing the balcony . It affects everywhere except:

- the kitchen and lobby (trip switch is up the balcony stairs)
- the toilet area (trip switch is above the large make-up mirror)
- the emergency lights should come on if the trip switch activates

14. Indemnity & Insurance

The Hirer must:

- (a) Indemnify and keep indemnified each member of the Morrell Room Management Committee and Morrell Room employees, volunteers, agents and invitees against:
- (i) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises
 - (ii) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment)
 - (iii) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused by a third party as a result of the use of the premises by the Hirer
- (b) Take out adequate insurance cover to insure the Hirer and members of the Hirers organisation and invitees against the Hirer’s liability under paragraph 14(a) and all claims arising as a result of the hire. On demand the Hirer shall produce the policy and current receipt or other evidence of cover to the Morrell Room Caretaker.

Morrell Room Insurance

The Morrell Room are insured against any claims arising out of its own negligence.

(VILLAGE HALL INSURANCE -Allianz Cornhill Policy AV52574)

The Committee and all “non-profit-making” hirers are covered comprehensively. If the Hirer is “commercial” (selling things for profit) separate insurance is needed. Allianz Cornhill has a right to pursue recovery of any claims if it believes that the Committee or any Hirer has been blatantly negligent or caused willful damage.

15. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Morrell Room Management Committee as soon as possible and complete the relevant section in the Morrell Room Accident Book. Any failure of equipment belonging to the Morrell Room 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 Hall Caretaker will give assistance in completing the form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)

16. Explosives and Flammable Substances

The hirer shall ensure that:

- (a) Strictly no smoke machines are used.
- (b) Highly flammable substances are not brought into, or used in any part of the premises.
- (c) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Management Committee .
- (d) No decorations are to be put near light fittings or heaters.

17. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

18. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the Morrell Room 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 nor 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.

19. Animals

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The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed by the Morrell Room Caretaker. No animals whatsoever are to enter the kitchen at any time.

20. Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children under the age of 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 Criminal Records Bureau 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 Morrell Room Caretaker with a copy of their Child Protection Policy on request.

21. 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, and shall indemnify and keep indemnified each member of the Morrell Room Management Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

22. 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 Manufacturer's Recommended Retail Prices.

23a. Cancellation by The Hirer

The Hirer shall notify the Committee in writing of an intention to cancel the agreement to hire. On receipt of such notice and, if the Committee is unable to make a replacement booking, the Committee reserves the right to make the following charges:

- a) If notification is received 28 days or less before the date of hire the charge will be 50% of the hire fee.
- b) If notification is received 7 days or less before the date of hire the charge will be 75% of the hire fee.

No charge shall be made for cancellations resulting from:

- (c) the premises becoming unfit for the use intended by the Hirer.
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any amount already paid, but the Morrell Room Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

23b. Cancellation by Morrell Rooms Committee

The Morrell Room Committee reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- (b) the Morrell Rooms committee reasonably considering that (i) such hiring will lead to a breach of licensing Conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- (c) the premises becoming unfit for the use intended by the Hirer.
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any amount already paid, but the Morrell Room shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

24. End of Hire

The Hirer shall, at the end of the period of hire, remove from the premises all goods, articles, equipment and rubbish belonging to the Hirer.

The Hirer shall be responsible for leaving the premises clean and tidy and free from litter, and shall ensure that the lights are turned off, windows closed and the 3 outer doors properly secured. The Morrell Room Committee reserves the right to charge for cleaning if necessary.

25. Noise & Good Neighbour Policy

The Hirer shall ensure that minimum noise is made on arrival and departure,

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particularly late at night and early in the morning.

The Morrell Room Committee has a good neighbour policy and the Hirer is required to act in a considerate manner towards the Morrell Room's neighbours and to ensure that all people for whom they are responsible under this agreement do the same.

In particular any noise arising out of the Hirer's hiring of the Morrell Room must not cause a nuisance to the Morrell Room's neighbours.

With this in mind it is the policy of the Morrell Room Committee that amplification of music is not allowed after 6 p.m.

26. Stored Equipment

The Morrell Room Committee 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 stored equipment) must be removed at the end of each hiring. Failure to do this will result in charges being levied against the hirer, at the discretion of the Morrell Room Committee, for each day or part of a day until the same is removed.

The Morrell Room Committee may 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, at its discretion under any of the following circumstances, namely:

(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 onto the premises for the purposes of the Hiring - failure by the Hirer to remove the same within 7 days after the hiring.

27. No Alterations

No alterations or additions may be made to the premises. Articles must not be attached to walls doors or curtains without the written permission of the Morrell Room Caretaker.

28. No Rights

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

INFORMATION FOR HIRERS

Keys

The Morrell Room keys will be available from the Caretaker, immediately prior to the agreed hire date and time. After locking up, the keys must immediately be returned to the Caretaker.

Safety

In the event of a fire, the Morrell Room is to be evacuated in an orderly manner, using the appropriate exits. The Fire and Rescue Services must be called by dialling 999.

You are advised to have a mobile phone available for emergency use.

The exact location of the fire exits and fire extinguishers (see Morrell Layout Plan on the website) must be noted before the Morrell Room is occupied.

The hirer is responsible for unlocking any Fire Exit doors.

The location of, and the manner of opening the Fire Doors, should be made known to guests.

Please use the special trolleys provided to move stacks of chairs in order to avoid injury and prevent damage to floors.

The Hirer must ensure that tables and chairs are stacked where found after use, unless the Hirer has paid the Morrell Room Committee for this to be done by the Hall Caretaker.

The Morrell Room Health & Safety Risk Assessment is available on the website.

The First Aid box is located in the Kitchen.

Respect for other users

Hirers must leave the Morrell Room clean and tidy, and take waste items home for disposal.

Table tops must be wiped clean before being stacked and stored.

Faults / Damage / Comments

Faults or damage must be reported to the Morrell Room Caretaker as soon as possible so that corrective action can be taken as soon as possible.

Used crockery and cutlery should be washed up, dried and put away before leaving the premises. Breakages must be reported to the Caretaker and paid for.

The Morrell Room Committee welcomes comments and observations in order that they can consider any improvements for the facilities offered .