

Gaskell Memorial Hall  
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Charity No. 225842

## **CONDITIONS OF HIRE**

By hiring The Gaskell Memorial Hall you are agreeing to abide by these conditions. If there is any doubt as to the meaning of any of these Conditions, the Secretary should be consulted.

All applications for hire of any facilities of The Gaskell Memorial Hall, hereafter referred to as the Hall, must be made on the official booking form which the hirer must sign to declare that the hirer has read and fully understands and accepts the terms of these Conditions of Hire and that the hirer fully accepts legal responsibility for any damage/loss incurred to the Hall or its contents during the period of hire.

This agreement constitutes permission only to use the Hall and confers no tenancy or other right of occupation on you.

### **1. Overview/Definitions**

The 'Committee' and 'we/us/our' refer to the Gaskell Memorial Hall trustees or their representatives,

For the purposes of these conditions, the terms 'hirer' or 'you/your', shall refer to an individual hirer or, where the hirer is an organisation, to the authorised representative.

The person named in the booking form will be regarded as the legally responsible person for these purposes, unless the Bookings Secretary is informed otherwise. If the responsible person cannot be in the Hall at all times during the hire period you should appoint a suitable deputy. Responsible persons must be over 21, or over 25 if alcohol is to be sold.

### **2. Cost of Hire and Payment terms**

The price of letting is reviewed annually and prices charged will be those in force at the time of the let regardless of when the booking was made.

Payment is due on receipt of our invoice.

If we have asked for a deposit, we will return this if no extra charges are incurred by us following the event e.g. no additional cleaning or repairs were required.

If a person other than the hirer has been named as the person responsible for the payment of the hire charge, then, if that person has not paid in full within one month of the invoice date, the hirer will assume full responsibility for the payment.

### **3. Cancellation of a Booking**

We reserve the right to cancel this Agreement by giving you written notice in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, or the premises becomes unfit for hire, or 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.

If a booking is no longer required you must notify the Booking Secretary without delay, so that the date may be offered to another applicant. It is not open to individuals or organisations to offer the date to another applicant on their own initiative. Bookings transferred without the agreement of the Booking Secretary will not be valid.

If a Coffee Morning or one-off booking is cancelled less than 4 weeks before the date of the booking, then the full fee will be payable. If a regular booking is cancelled less than 1 week before the date of the booking, then the full fee for that booking will be payable.

### **4. General responsibilities**

#### Our Responsibilities

- We will endeavour to provide the facilities booked to the hirer.
- We shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or Act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled
- We do not accept any responsibility whatsoever attributable to any damage or loss by fire, theft or from any other cause, to any articles or other belongings brought into the building or in the car park.

#### Your Responsibilities

- You will be given either an electronic fob or a pin number to enable entry to the Hall. You must not share these with others and must return the fob when asked.
- You are responsible for any damage or loss to the Hall and grounds during the hire period, and for the Hall and grounds being left in a clean condition ready for the next hirer. If the Hall and grounds are left in an unsatisfactory state, or if there is loss or damage additional charges may be levied on you.
- You take responsibility for all persons using the premises in whatever capacity.
- You agree to occupy the premises only for the time hired.
- You must ensure that no animals, other than guide and assistance dogs, are allowed on the premises.
- You must ensure that the number of people in the Hall does not exceed the following limits.
  - The maximum for the whole Hall (including the Green Room) is 199.
  - The maximum for the Main Hall is 199 standing, or 140 seated in rows or 120 seated cabaret style i.e. tables and chairs.
  - The maximum for the Green Room on its own is 40 standing or seated.
- You must inform the police and liaise with them over traffic control if it is anticipated that your event will attract an excessive number of cars to the village.
- You must report all accidents involving injury to any person to the Committee as soon as possible and record the details in the Hall's accident book kept in the lower kitchen.
- You must inspect all equipment before use and any items considered unsafe should be marked and taken out of use.

- You must report any evidence of damage or faults to equipment or to the building's facilities in the 'Anything we should know/log book' in the lower Kitchen.
- You must clean up any spillages immediately, to avoid a fall risk. Place the 'wet floor' sign if necessary to warn other users.
- You must not allow children under 16 in the kitchen. Avoid overcrowding in the kitchen and do not allow running.
- Decorations such as balloons and streamers may only be attached by string to the hooks above the windows.
- Do not use pins or adhesive tape on the walls or paintwork.
- No electrical goods or knives may be sold (this is to satisfy Lancaster City licensing regulations).
- If you choose to use a ladder, it must be used in accordance with HSE guidance note, a copy of which can be found in the foyer.
- You must leave all parts of the Hall in a clean state fit for the next hirer.
- You must leave all kitchen apparatus in a clean state and put away all glasses and crockery.
- You must ensure Floors to all areas are in a clean state. Equipment is provided for this.
- You must put away equipment such as chairs and tables unless you have paid to have this done. A poster in the Hall shows where things belong. Note all Coffee Morning hire includes set up and take down. Trolleys are available to move the small tables round the hall, they must not be used for any other purpose. A chair trolley is available to move chairs around the hall and into the store room. The maximum stack for chairs is 11.
- You must remove all rubbish including the kitchen and toilet bins. If excess litter is left, you will be required to reimburse the Committee's costs for its removal.
- On leaving, you must switch off all the lights and any electrical equipment which has been used, excluding the fridges. If used, the drinks cooler must be turned up to the maximum setting of 10degC.
- You must close all doors and kitchen roller shutters as you leave the Hall.
- You must leave all window blinds and curtains open.
- After checking there is no one left in the building, the last person to leave must exit through the Green Room door, locking it behind them. The fire doors in the main hall must not be used as final exit doors.
- In respect for those who live in the proximity of the Hall, please be as quiet as possible when leaving the Hall, especially if it is late at night.

## **5. Safeguarding**

Copies of our Safeguarding policy and Lone Worker policy can be viewed on the noticeboard and website.

You must ensure that any activities for children, young people and other vulnerable adults are only provided by proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation.

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

If you are alone in the Hall, you must ensure that there is a system in place to enable you to urgently make contact, should you require help and you should ensure that a third party is aware of your lone presence at the Hall so that if you fail to make contact or return home at an expected time then your absence can be promptly investigated.

## **Insurance and Indemnity**

A copy of our insurance policy can be viewed on the noticeboard and website.

All organisations using the premises should, in their own interest, take out insurance cover on behalf of their property and members.

- Non-commercial hirers can be provided with public liability insurance at no cost to the hirer. 'Non-commercial' is defined as not taking money for their activities and nor having a written constitution, nor a formal membership, nor a management committee. Hirers wishing to take advantage of this should download the Hirers' Public Liability Insurance form (on our website) and notify the Booking Secretary.
- For all other hirers, where the general public is admitted, public liability cover should be obtained, and the trustees accept no responsibility for any accident or damage while the Hall is being used by a hirer.

The Hirer shall indemnify and keep indemnified each member of the Village Hall management committee (The Trustees) and the Village Hall's employees, volunteers, agents and invitees against;

- (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises;
- (b) 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) by the Hirer; and
- (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

We accept 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.

## **6. Legislation including Licences**

We have a Premises licence issued by Lancaster City Council which covers; plays, films, live and recorded music, dancing etc between 09:00 and 02:00. This licence also allows the sale of Alcohol between 11:00 and 23:00. A copy of this licence is in the foyer.

We have a licence with the Performing Rights Society for the performance of copyright music.

You must ensure that you have the appropriate copyright licence for anything that requires this e.g. films shown or scripts/plays performed.

You must not do or allow anything in contravention of the laws relating to gaming, betting and lotteries.

Food Safety: - If preparing, serving or selling food, you must observe all relevant food health and hygiene legislation and regulations covered in the Food Safety Act 1990 and any subsequent legislation.

### **Alcohol conditions**

- If you are planning to supply/sell alcohol (apart from the provision of raffle or tombola prizes or similar in sealed bottles or cans, not to be opened on the premises) you will need to seek written permission from the Committee. We will ask you to appoint a responsible person over the age of 25 to take full control and ensure that the conditions of the Licensing Act 2003 and any subsequent legislation are complied with. A charge is levied for this.

- We have a premises licence to allow the sale of alcohol to be consumed on the premises only, on any day between the hours of 11AM-11PM. You must ensure Alcohol is not be sold after 11PM and that all alcohol purchased on the premises is consumed by 11.30PM. If rather than selling alcohol you are providing it free, e.g. at a Birthday party these time limits do not apply.
- Alcohol shall not be served under any circumstances to any person suspected of being under 18 years of age. The Challenge 25 Policy requires that anyone who appears to be under the age of 25 needs to be asked for identification to prove that they are over the age of 18.
- Alcohol must not be supplied as a raffle or tombola prize or similar to a person aged under 18: they must be asked to nominate an adult to accept the prize on their behalf, or must accept an alternative non-alcoholic prize. You must display prominent signage at the point of sale indicating that the Challenge 25 scheme is in operation, with acceptable ID that includes the persons photograph, date of birth and a holographic.
- Alcohol must not be served to any person suspected of being drunk. Any person who is suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way should be asked to leave the premises. After the Period of Hire, the Hirer must report to the us details of any refusals of alcohol sales to under-age or drunken people, as well as any incidents of anti-social behaviour.

## **7. WIFI Services**

Although we aim to offer a good WIFI service, we make no promise that the WIFI service will meet your requirements. We cannot guarantee that our WIFI service will be fault free or accessible at all times.

You agree at all times to be bound by the following provisions;

- Not to use the WIFI for disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws.
- Not to transmit material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in liability or otherwise breaches any applicable laws, regulations or code of practice.
- Not to Interfere with any other persons use or enjoyment of the WIFI service.
- Not to transmit or store electronic copies of material protected by copyright without permission of the owner.

## **8. Fire Safety**

You have been provided with The Gaskell Hall Fire Emergency Plan and the additional Fire Safety Information and by accepting the booking you have agreed to abide by this. Copies of these documents are in the Foyer and on our website.

You must also ensure that:

- The lower Kitchen external door is unobstructed (although this is not a Fire Exit).
- No unauthorised heating appliances are used on the premises.
- No Portable Liquefied Propane Gas (LPG), oil, other flammable liquids or gases or anything considered at risk of spontaneous combustion are used in the Hall or car park, except for domestic helium cylinders for party balloons or personal oxygen cylinders or small amounts of cooking oil.
- No naked flames are permitted inside the hall.
- No smoking or vaping is permitted anywhere within the building. Matches, lighters and vapes must not be kept on the premises.
- No fireworks or flares should be brought into the Hall or the car park.
- Combustible materials must be kept away from heat sources before, during and after use and flammable materials must not be stored near the cooker.

- All display stands, theatrical scenery, play equipment or similar items that are not fire retardant brought into the Hall must be risk assessed.
- Any electrical appliance brought into the premises must be safe, in good working order and have an up-to-date PAT testing certificate / sticker. The person/s using this equipment is/are responsible for using it in a safe manner. The power requirement must not exceed the maximum supply from a 13 Amp socket.
- The use of extension leads is avoided or minimised; if used, the maximum current rating must be clearly marked on the plug.
- Users are aware of the correct use of kitchen equipment; instructions are provided in the main hall kitchen for the dishwasher, water boiler, milk-frother and drinks cooler.

Improper operation of the Fire Alarm or extinguishers will result in a compensation fee being charged.

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