

## **LAMBERHURST WAR MEMORIAL HALL HIRING AGREEMENT**

The Hirer agrees with the Hall Managers to accept the following conditions:

1. To pay the hiring charge and any deposit fixed by the Hall Managers in advance on the signing of this agreement. The hiring charge includes the cost of electricity during the hiring. An additional licence charge of £12 will apply if alcohol is to be sold.
2. To use the Hall only for the purpose for which it is hired set out below and to observe the restrictions on hours exhibited in the Premises Licence Summary displayed in the Hall
3. To use the Hall in a reasonable manner and in accordance with any directions given by the Hall Managers or their agents. The right of entry to the Hall is reserved to the Hall Managers and their authorised representatives at all times.
4. **TO OBSERVE THE FIRE INSTRUCTIONS POSTED IN THE HALL and to keep all gangways, passages, fire exits and fire extinguishers entirely free from any temporary or permanent obstruction of any nature or sort. CURTAINS ACROSS FIRE EXITS MUST BE OPEN WHEN THE HALL IS IN USE & ALL SIGNS CLEARLY VISIBLE. THIS AGREEMENT MUST BE SIGNED BY HIRER TO COMPLY WITH FIRE REGULATIONS.**
5. Not to cause any damage to the Hall or any fixtures, fittings or equipment in it and to pay the cost of repairing any damage done or replacing anything broken. Not to bring any electrical equipment into the Hall unless it has current PAT certificate and complies with the current Electricity at Work Regulations and in the event of any electrical equipment requiring repair ensure it is carried out only by a qualified electrician. No large item of scenery or props may be brought onto the premises and/or into the Hall without the written permission of the Hall Managers, and in the event that such permission is given, the Hirer will be responsible for all damage occasioned to the Hall.
6. Not to fix anything to the walls or doors which may cause damage to the paintwork, and not to pin or otherwise fasten anything to the curtains.
7. Not to use the stage without the express permission of the Hall Managers.
8. To replace any furniture to the position in which it was found prior to the hiring  
**CHAIRS ON STAGE MUST BE STACKED SIDEWAYS FACING RIGHT TOWARDS THE LADIES TOILETS: BLUE CHAIRS 5 HIGH (MAX), RED CHAIRS STACKED ON THE RIGHT SIDE OF THE STAGE.**  
and to leave the hall and surrounding area in a clean and tidy condition, including the removal of all rubbish for which the Hirer is responsible. The Hirer agrees to reimburse the Hall Managers for any additional expense for cleaning or repairs if this condition is not complied with.
9. To terminate the use for which the Hall is being hired by midnight and to vacate the Hall by 12.30 am or such earlier times as maybe required by Tunbridge Wells Borough Council.
10. To ensure that when the Hall is vacated all electric light and heaters are turned off and that all windows and doors are properly fastened and locked or bolted. Ensure that the velux windows are closed. **ENSURE THAT ALL LOCKABLE WINDOWS ARE LOCKED ON DEPARTURE.**
11. To return any key loaned to the Hirer within 24 hours after the hiring.
12. To indemnify the Hall Managers against all losses and expenses which shall result from any failure by the Hirer to comply with their obligations under this agreement.

13. The Hall Managers shall not be responsible for any loss or damage to anything brought onto the premises by the Hirer or any persons coming onto the premises at the request of the Hirer.
14. The Hirer will be responsible for all loss or damage to the property at the Hall and for any injury to persons, animals and things caused by or in consequence of any act or omission on the part of the Hirer its agents or servants and shall keep the Hall Managers indemnified in respect of any such loss, damage or injury.
15. If the Hall Managers find that the Hiring is or is likely to be of an objectionable or undesirable nature or not in accordance with the purpose of the hiring or that the Hirer is otherwise in breach of any condition of this Agreement, this Agreement may be cancelled immediately by the Hall Managers without payment of compensation to the Hirer.
16. In the unlikely event that the hall has to close any hire fee or deposit paid in advance will be reimbursed but the hall will not be liable for consequential losses.
17. The Hirer agrees to pay a cash deposit of £200, if required by the Hall Managers, on the understanding that the Hall Managers have the right to retain all or part of the deposit if any of the above conditions are breached.
18. The Hirer confirms that he/she has read the Public Entertainment Licence including attached schedules which is displayed in the Hall and understands his/her responsibility to comply with the Licence conditions.
19. The Hirer shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations. Any person who breaches this provision shall be asked to leave the premises
20. If the Hirer is a Company, Partnership, Charity or any other organisation, it and the individual signing this Agreement on its behalf shall be jointly and severally liable for all the Hirer's obligations hereunder.

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**Purpose of Hiring .....**

**Part of hall ..... Use of stage?.....Yes/No**

**Date of hire .....**

**Between the hours of .....**

**Alcohol to be sold? .....Yes/ No**

**If yes, I have read and agree to abide by the Mandatory Conditions**

**Signature of Hirer (or person authorised to sign on Hirer's behalf)**

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**Name and Address of Hirer or person authorised to sign on  
Hirer's behalf)**

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**Date of Agreement .....**

**Signed on behalf of the Hall Managers .....**

(A copy signed by the Hirer to be retained by Hall Managers a copy signed on behalf of the Hall Managers to be given to the Hirer)

May 2017

## **Mandatory Conditions**

### **Mandatory Conditions in force from 06 April 2010**

1. (1) The responsible person must ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.
  - (2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises -
    - (a) games or other activities which require or encourage, or are designed to require or encourage, individuals to -
      - (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or
      - (ii) drink as much alcohol as possible (whether within a time limit or otherwise);
    - (b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;
    - (c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner which carries a significant risk of undermining a licensing objective;
    - (d) selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise antisocial behaviour or to refer to the effects of drunkenness in any favourable manner;
    - (e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability)
- The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.
3. (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale of alcohol.
- (2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.
- (3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either -
  - (a) a holographic mark, or
  - (b) an ultraviolet feature.
4. The responsible person must ensure that -
  - (a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures -
    - (i) beer or cider: ½ Pint;
    - (ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and
    - (iii) still wine in a glass: 125 ml; and
  - (b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and
  - (c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available.

### **Mandatory conditions in force from 28 May 2014**

1. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.
2. For the purposes of the condition set out in paragraph 1-

- (a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979
- (b) "permitted price" is the price found by applying the formula-  $P = D + (D \times V)$   
where –
- (i) P is the permitted price,
- (ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and
- (iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;
- (c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence –
- (i) the holder of the premises licence,
- (ii) the designated premises supervisor (if any) in respect of such a licence, or
- (iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;
- (d) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and
- (e) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.
3. Where the permitted price given by Paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.
- 4.- (1) Sub-paragraph (2) applies where the permitted price given by Paragraph (b) of paragraph 2 on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax.
- (2) The permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.
- Every supply of alcohol under the Premises Licence must be made or authorised by the management committee.

#### Exhibition of films

- Where the film classification body is specified in the licence, unless subsection (3) (b) applies, admission of children must be restricted in accordance with any recommendation made by that body.
- Where –

- (a) the film classification body is not specified in the licence, or
  - (b) the relevant licensing authority has notified the holder of the licence that this subsection applies to the film in question,
- admission of children must be restricted in accordance with any recommendation made by that licensing authority.

In this section –

"children" means person aged under 18; and

"film classification body" means the person or persons designated as the authority under section 4 of the Video Recordings Act 1984 (c.39) (authority to determine suitability of video works for classification).

#### The supply of alcohol

Every supply of alcohol under the Premises Licence must be made or authorised by the management committee.

Licence Number: 76/O2261/IAPRE

Issue Date: 08/09/2016

Licence issued by:

The Licensing Partnership P.O. Box 182 Sevenoaks Kent TN13 1GP

Telephone number: 01732 227 004