

Standard Terms & Conditions of Hire

Charles Morris Hall, Tyttenhanger Green

1. General Information

1.1 The Charles Morris Hall

If the Hirer is in any doubt as to the meaning of any part of these Standard Terms & Conditions of Hire, the Hirer should consult the Booking Officer info@charlesmorrishall.org.uk

For the purpose of these terms and conditions, the term “Hirer” shall mean an individual Hirer or, where the Hirer is an organisation, its authorised representative and the term “Committee” shall mean the Charles Morris Hall Management Committee or its authorised representative.

The Charles Morris Hall (the “Hall”) comprises:

1. Main hall (including all furniture)
2. Bar Room (including all furniture and appliances)
3. Kitchen (including all furniture and appliances)
4. Conservatory (including all furniture)
5. Separate toilets for male, female, and disabled guests (including all fittings and amenities)
6. Off-street parking for approximately 25 cars

1.2 Viewing the Charles Morris Hall

Viewing of the Hall can be arranged by contacting the Booking Officer.

1.3 Public Open Spaces Adjacent to the Charles Morris Hall

The area of grass to the front and to the rear of the Hall, including the children's play area and its equipment, is public open space and is the property of and managed by Colney Heath Parish Council. These facilities are not covered by a Hiring Agreement with the Committee. The Hirer may enquire about these facilities by contacting the Clerk of Colney Heath Parish Council clerk@colneyheathparishcouncil.gov.uk.

1.4 Licensing of Public Entertainment

The Hall is licensed by St Albans City and District Council under the provisions of the Local Government (Miscellaneous Provisions) Act 1982 for Public Music and Dancing and Public Entertainment of the Like Kind on weekdays (Mondays to Saturdays inclusive) between 12:00 and 23:59 and for Musical Entertainment only on Sundays between 16:30 and 22:00.

A copy of this licence is on display in the Hall.

Under the terms of this licence the number of persons (excluding staff and attendants) to be allowed at any one time in the Hall shall not exceed one hundred and twenty (120).

2 RIGHTS AND OBLIGATIONS OF THE HIRER

2.1 Hiring the Hall

The Hall may be booked for a one-off or repeat bookings at rates above

2.2 Payment of a Hiring Fee

For each booking of the Hall the Hirer shall pay a Hiring Fee for the entire time the Hirer occupies the Hall including the time needed to set up before and tidy up after. The amount of the Hiring Fee shall be as stated on the Booking Form.

2.3 Cancellation of a Booking by the Hirer

The Hirer may cancel a booking at the Hall by giving written notice to the Booking Officer. The date of cancellation of a booking at the Hall shall be the date on which written notification of the cancellation is received by the Booking Officer. If the Hirer wishes to cancel a confirmed booking at the Hall for which a Hiring Fee has been paid, the Committee shall pay to the Hirer a percentage of the monies received by the Committee according to the following schedule:

Written Notice of Cancellation Received by Booking Officer

Percentage of Hiring Fee Paid by the Hirer to be Reimbursed by the Committee to Hirer

At least three (3) months - One hundred percent (100%)

At least two (2) months - Seventy-five percent (75%)

At least one (1) month - Twenty-five percent (25%)

Less than one (1) month - Zero percent (0%)

2.4 Hirer's Responsibilities

The Hirer will, during the period of their booking at the Hall, be responsible for supervision of the premises, the fabric, and the contents, their care, safety from damage however slight or change of any sort and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car-parking arrangements so as to avoid obstruction of the highway.

2.5 Use of Premises and Safety

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 do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcoholic liquor thereon without written permission.

The Hirer is responsible for ensuring all persons attending their function at the Hall to be made aware of safety notices and safety procedures for evacuation. Under no circumstances should the Hirer or anyone using the premises during the booking remain in the Hall and attempt to fight the fire.

2.6 Licences for the Sale of Alcohol and Other Licences

The Hall is not licensed for the sale of alcohol. If alcohol is to be sold during a booking at the Hall a Temporary Event Notice (TEN) must be given to:

- Licensing, St Albans City & District Council (SADC) (with payment);
- Licensing Officer, Community Safety Unit, St Albans Police; and
- Environmental Health Authority, Regulatory Services, SADC

Contact information for the above and further information on TENs can be found at St Albans District Council [website](#).

The Hirer shall ensure that any TEN given to SADC by the Hirer or someone with a personal licence in connection with a booking at the Hall shall be valid no later than 23:00 on the date of the hire.

One copy of the TEN acknowledged by SADC and returned to the Hirer or someone with a personal licence in connection with a booking at the Hall shall be sent to the Booking Officer to arrive no later than one (1) week before the date of the booking at the Hall.

The Hirer shall be responsible for obtaining such permission as may be needed whether, from the Performing Right Society, from Phonographic Performance Ltd, or otherwise and for the observance of the same.

2.7 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.

2.8 Compliance with Local Regulations

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrate's Court, or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

2.9 Food, Crockery, and Cutlery

The kitchen cannot be used for the handling of ingredients in the preparation of meals, however, the Hirer may use the facilities to arrange pre-cooked or prepared food brought in for presentation to guests or to keep such food warm.

The Hirer shall, if, serving food, observe all relevant hygiene legislation and regulations.

In the interests of hygiene the Hirer shall use the Hirer's own hand-towels and tea-towels.

The Hirer may bring onto the premises the Hirer's own crockery and cutlery.

2.10 Equipment Brought into the Hall

The Hirer shall ensure that any electrical appliances and other equipment brought by the Hirer into the Hall and used therein shall be safe and in good working order, and used in a safe manner.

Equipment brought into the Hall by the Hirer or the Hirer's agent, for example disco equipment, is not covered under any insurance policy of the Committee for the Hall and the Committee shall accept no liability for loss or damage to such equipment however caused.

2.11 Keys

The Hirer shall, for the duration of the booking, be responsible for the safekeeping and use of all keys issued to the Hirer by the Committee.

At the end of a booking the Hirer shall return all keys issued.

If the key(s) issued to the Hirer by the Committee are lost while in the possession of the Hirer, the Hirer shall indemnify the Committee for the cost of replacing the lock(s) and purchase of sets of replacement keys.

2.12 Repair of Loss or Damage

Hirer shall indemnify the Committee for the cost of repair of any loss or damage done to any part of the property including curtilage thereof or the contents of the buildings (including keys) which may occur during the period of the Hirer's booking of the Hall or as a result of the Hirer's booking of the Hall (e.g. subsequent loss of Hall keys).

2.13 Children

The Hirer shall ensure that any activities for children under eight (8) years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to the children.

2.14 Noise and Use of Children's Play Equipment outside the Hall

The Hirer shall respect the privacy and rights of the residents of Tyttenhanger Green and shall ensure that the minimum of noise is made on arrival, during the booking, and at departure.

The Hirer shall ensure the children's play area and its equipment to the side of the Hall is used only by children under the age of fifteen (15) and that any persons using the same shall do so without causing damage to the children's play area and its equipment or causing unnecessary disturbance to the residents.

The Hirer shall ensure the children's play area and its equipment shall not be used after 20:00.

2.15 Dogs

The Hirer shall ensure that no dogs except guide dogs are brought into the Hall without the permission of the Committee.

2.16 TV Licensing

The Hall does not have a TV Licence. Hirers wishing to watch or broadcast any media must ensure they have the appropriate licences and permissions.

2.17 At the end of a Booking

At the end of the booking the Hirer shall be responsible for leaving the Hall and surroundings in a clean and tidy condition, properly locked and secured unless directed otherwise, and any contents temporarily removed from their usual positions properly replaced, otherwise the Committee shall be at liberty to make an additional charge.

The Hirer shall ensure the following before leaving the Hall:

1. Floors are swept clean and tables and chairs are wiped clean;
2. Tables and chairs are stacked in a safe manner where indicated by notices in the Hall
3. For an evening booking of the Hall the Hirer shall ensure the Hall is cleared of all Hirer's and Hirer's agent's equipment and belongings by 23:59 on the same day.
4. All rubbish is placed inside the 4-wheeled 1,100-litre rubbish bin outside the Hall
NB: rubbish which will not fit INTO the 4-wheeled 1,100-litre rubbish bin (excess rubbish) should be taken home by the Hirer for proper disposal; please DO NOT place any excess rubbish either on top of or on the ground next to the 4-wheeled 1,100-litre rubbish bin; and
5. Only mixed glass is put into the 2-wheeled 240-litre recycling bin at the Hall; Please do not put anything other than mixed glass in the 2-wheeled 240-litre recycling bin at the Hall otherwise this facility will be withdrawn.
6. The Hirer shall return all keys issued to the designated collection/return location.

3 RIGHTS AND OBLIGATIONS OF THE COMMITTEE

3.1 Hiring Agreement and Payment

Receipt by the Booking Officer of a completed Booking Form and payment shall constitute a confirmed booking, subject to these Terms and Conditions.

3.2 Cancellation of Booking by the Committee

The Committee reserves the right to cancel a booking at the Hall in the event of the Hall being required for use as a Polling Station. In which case the Hirer shall be entitled to a refund of any fee already paid. The Committee reserves the right to refuse a booking or to cancel a Booking at any time either before or during the term of the Booking upon giving seven days notice in writing to the Hirer.

The Hirer shall be entitled upon such notice to reimbursement of such monies including the hiring fee or proportion of the same as has been paid by the Hirer to the Committee but the Committee shall not be liable to make any further payment to the Hirer.