

GREAT MISSENDEN MEMORIAL CENTRE STANDARD 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:** Your contract, for the provision of venue and facilities, will be with **GMMC**. A contract is only formed between us upon receipt of cleared funds in respect of payment of the full hire fee and deposit, if applicable.
2. **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.
3. **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.
4. **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 appropriate fee has been paid.
5. **Compliance:** The **HIRER** will ensure compliance with:
 - 4.1. The law relating to gaming, betting or lotteries.
 - 4.2. All conditions and regulations made in respect of the premises by the fire authority, local authority, and the local magistrates court or otherwise.
 - 4.3. Relevant food health and hygiene legislation and regulations.
 - 4.4. The law that states that all public buildings or places shall be designated as no-smoking areas.
 - 4.5. The safety and good working order of any electrical appliances brought on to the premises and used in a safe manner.
 - 4.6. The provision of the Children Act 1989, and that fit and proper persons have access to children.
 - 4.7. An appropriate PPL and PRS agreement if they play recorded music in any form. A PPL and PRS licence is included in our booking fees.
6. **Indemnity:** The **HIRER** shall indemnify **GMMC** against:
 - 5.1. Any fines or claims made due to the failure in compliance as outlined in paragraph 5, and failure to comply with any other legal obligation.
 - 5.2. Breakage, injury or loss of / from the use of any equipment or article brought onto the premises by the **HIRER**.
 - 5.3. Costs relating to damage, breakage, extra cleaning or disposal of extra rubbish caused by the **HIRER**. Excess charges are not limited to any deposit amount.
7. **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 after the incident. Accidents involving injury should be written up in the incident book, which is kept in the kitchen with the First Aid box. Any failure of

equipment, either that belonging to the **GMMC** or brought by the **HIRER**, must be reported to the Booking Secretary as soon as possible.

8. **Insurance:** **GMMC** holds public liability insurance. This is extended to non-commercial **HIRERS**. This insurance is void whilst the **HIRER** is not on the premises.
9. **Animals:** The **HIRER** shall ensure that no animals, except assistance dogs, are brought on to the premises, other than for a special event that has been approved by **GMMC**.
10. **Cancellation by the HIRER:** In the event of a cancellation within 6 weeks of the date scheduled for the hire, the full hire fee will be charged.
11. **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**.
12. **Events outside our control:**
 - 12.1. In the event of **GMMC** closing the Memorial Centre due to adverse weather conditions, or the failure of provisions such as electricity or heating, the **HIRER** will be fully reimbursed for any monies already paid.
 - 12.2. In the event of cancellation by the **HIRER** due to adverse weather conditions, **GMMC** will accept no liability for loss of earnings, and the full hire fee will be payable.
13. **Unfit for use:** In the event of the Memorial Centre, or any part thereof, being rendered unfit for the purpose for which it has been hired, **GMMC** shall not be liable to the **HIRER** for any loss or damage whatsoever.
14. **Refusal of a booking:** **GMMC** reserves the right to refuse a booking without notice, or to cancel a hiring at any time. The **HIRER** shall be entitled to the reimbursement of all monies already paid. **GMMC** shall not be liable to make any further payment to the **HIRER**.
15. **End of the hire:** The **HIRER** shall be responsible for leaving the premises and surroundings in a clean and tidy condition; all doors, windows and fire exits securely closed and all internal lights switched off, unless directed otherwise. Any contents temporarily removed from their usual positions shall be properly replaced. The **HIRER** must remove all rubbish resulting from a party or any other function.
16. **Noise:** The **HIRER** shall ensure that the minimum of noise is made on arrival or departure. Amplified music shall not be played at a level that causes nuisance to neighbours of the Centre.
17. **Excess charge:** **GMMC** shall be at liberty to make an additional charge over and above the hire charge and deposits, for any costs incurred by failure to comply with the above conditions.