

## AGREEMENT TO HIRE THE MORRELL ROOM AT STREATLEY

(Registered Charity number 300209)

This Hiring Agreement is made on:	<b>Date:</b>
Between the Morrell Room Management Committee (hereinafter referred to as "The Committee") and the person wishing to hire the Morrell Room (hereinafter referred to as the "Hirer")	<b>Name:</b>
The Committee agrees to permit the Hirer to use the Morrell Room for the purpose of:	<b>Purpose:</b>
<b>1.DETAILS OF HIRE OF THE MORRELL ROOM</b>	
<b>Date</b>	<b>(dd/mm/yr)</b>
<b>Time</b>	<b>am/pm until am/pm</b>
<b>Hourly Rate (Hall)</b>	(£7) Mon – Fri <b>x</b> <b>Hours = £</b>
	(£8.50) Sat – Sun <b>x</b> <b>Hours = £</b> (Minimum of 5 hours on Saturday evening)
<b>Total hourly cost (Hall)</b>	<b>£</b>
<b>Hire of kitchen (incl use of crockery)</b>	<b>£10</b>
<b>TOTAL HIRE COST</b>	<b>£</b>
<b>Less deposit</b>	<b>£</b>
<b>BALANCE TO PAY</b>	<b>£</b>
<b>2.DETAILS OF HIRE OF EQUIPMENT</b>	
<b>Hire of crockery &amp; cutlery</b>	<b>Price on application</b>
<b>Hire of tables</b>	<b>Price on application</b>
<b>Hire of staging</b>	<b>£5 per square meter per day</b>
<b>3.CHARGES FOR BREAKAGES/ LOSSES</b>	<b>£2 per crockery item; £1 per cutlery item</b>

**Please complete, sign and date pages 1&3 and return one copy to the caretaker to confirm the booking (plus page 4 if you are responsible for a public entertainment function)**

<b>HIRER'S SIGNATURE</b>	
<b>PRINT FULL NAME</b>	
<b>ADDRESS AND POSTCODE</b>	
<b>Authorised representative on behalf of (which organisation if appropriate)</b>	
<b>Telephone number</b>	
<b>Date</b>	

**Please return to:** The Caretaker, Morrell Room Cottage, Church Lane, Streatley, Reading, RG8 9HT.  
Telephone: 01491 873855

**Settlement of the account.** This agreement serves as the invoice for the hire of the Morrell Room as detailed above. **Please pay the amount due to the Caretaker (Andy Taylor) at the above address. Cheques payable please to "The Morrell Room Management Committee".**

## STANDARD CONDITIONS OF HIRE OF THE MORRELL ROOM

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

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

### 1. BEING PRESENT

The Hirer agrees to be present during the hiring

### 2. USE OF PREMISES

The Hirer shall not use the premises for any purpose other than that described in this agreement and shall not allow the premises to be used for any unlawful purpose nor allow any actions that would endanger the premises in any way

### 3. NO SMOKING

The Morrell Room is a **NO SMOKING AREA**

### 4. SUPERVISION

a) The Hirer shall be responsible for the supervision of the premises, the fabric and the contents and for their care and safety from damage. The Hirer is also responsible for the behaviour of all persons attending the function, including helpers

b) The Hirer should be fully prepared for an emergency

c) There must be 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

### 5. CAPACITY OF 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

### 6. EVENING – TIME RESTRICTION

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

### 7. GAMING LAWS

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the Laws pertaining to Gaming, Betting and Lotteries

### 8. SUB-LETTING

The Hirer shall not sub-let the premises or any part thereof nor assign his/her rights as user

### 9. FOOD

The Hirer shall, if preparing, serving or selling food, observe all relevant Health and Hygiene legislation and regulations

### 10. DOGS

The Hirer shall ensure that no dogs except Guide Dogs are brought into the Hall

### 11. GOOD NEIGHBOUR POLICY

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 for under Clauses 4 and 5 of 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 Management Committee that amplification of music is not allowed

### 12. FIRE FIGHTING APPLIANCES, EMERGENCY EXITS & MEANS OF ESCAPE

The Hirer shall during the period of hire ensure that the Emergency Exits are clear at all times and the EXIT signs turned on in case of emergency. The Hirer shall also acquaint themselves with the location and operation of fire fighting appliances (one at the Fire Door by the cloakrooms, one at each end of the main hall, one in the kitchen and one in the main lobby).

### 13. 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

### 14. 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 wilful damage.

### 15. CLEAN CONDITION

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 Committee reserves the right to charge for cleaning if necessary

16. COMPULSORY CANCELLATION OF HIRE

The Committee reserves the right to cancel this hiring agreement in the event of the Morrell Room being required for use as a Polling Station for a Parliamentary or Local Government election or by-election. In this case the Hirer would be entitled to a full refund of any monies paid

17. FORCE MAJEURE

If, for any period of hire, the premises are not capable of being used due to any cause beyond the reasonable control of the Committee then any monies paid will be refunded and the Committee will be under no further liability whatsoever

18. BOOKING AND NOT USING THE PREMISES

If any individual or group books the Morrell Room for 3 or more dates during the 12 month period between 1 January to 31 December in any one year and does not use any one of these bookings, the Committee reserves the right to refuse any further bookings during that period

19. 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

20. LIABILITY FOR LOSS OF PROPERTY

The Committee, its servants, agents and employees shall not be liable for loss, damage or theft of any equipment or personal effects, however caused, bought on or left on the premises by the Hirer or any person acting on their behalf

21. LICENSES

The Hirer shall be responsible for obtaining such Licenses required for the sale or supply of alcoholic liquor on the premises. **A Temporary Event Notice is required for all events at which alcohol is bought or supplied.** Details are on page 5 of this document

22. 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) No external electrical installations may be brought into the Hall and used without an "appliance tested/passed (PAT)" sticker or card, dated within 12 months of use, and authorised by a qualified electrician
- c) All appliances connected to the installation shall be properly earthed
- d) The Morrell Room electrical installation shall not be tampered with or modified in any way
- e) Extension leads shall be properly insulated throughout their length and shall have additional effective protection when crossing gangways
- f) TO TURN OFF MAINS: Open balcony door and, on your right, press the button on the white trip box inside the cupboard
- g) TO TURN BACK ON: Turn the adjoining switch to the right (also in the cupboard)
- h) 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
- i) The Main Hall trip is on the left as you enter by the main door/lobby. It affects everywhere except:
  - i) The kitchen and entrance lobby (trip is up the balcony stairs)
  - ii) The toilet area (trip is above the large make-up mirror)
- j) The emergency lights should come on if the trip activates

23. CHILDREN

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

24. PAYMENT OF HIRING CHARGES

All organisations or persons shall pay the balance of any hiring charges within 7 days of use, unless alternative arrangements have been made

25. MANAGEMENT RIGHT OF ENTRY/AVAILABILITY

- a) Members of the Management Committee reserve the right to enter the premises without notice at any time during the hire period
- b) The name of the person "on duty" from the Management is shown in the kitchen. It will be the Caretaker unless shown as a member of the Management Committee with details of name, address and telephone number

**SIGNED**

**FULL NAME**

**ON BEHALF OF**

## **SPECIAL CONDITIONS OF HIRE FOR THE MORRELL ROOM (for those running public entertainment functions – in addition to the standard conditions)**

(Issued under the Local Government <Miscellaneous Provisions> Act 1982 / Stage Play Licence issued under the Theatres Act 1968. Please read the current Licence on the noticeboard)

For the purposes of these conditions the term Hirer shall mean an individual hirer or, where the hirer is an organisation, the authorised representative

1. The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions of the Public Entertainment Licence relating to management and supervision of the premises are met
2. The Hirer acknowledges that he/she has received instruction in the following matters:
  - a) The action to be taken in the event of Fire
  - b) The location and use of Fire Equipment
  - c) Escape Routes and the need to keep them clear
  - d) Method of operation of Escape Door Fastening
3. In advance of the entertainment or play the Hirer shall check the following items:
  - a) That all Exit Push Bars are in good working order
  - b) That all Escape Routes are free of obstruction and can be safely used
  - c) That the Exit Signs are turned on with the key (hanging by the switch box)
  - d) That there are no obvious Fire Hazards on the premises
4. There shall, in addition to the Hirer, be a minimum of:
  - a) 2 Competent Attendants nominated for up to 100 persons
  - b) 3 Competent Attendants nominated for over 100 personsThese Competent Attendants will not be less than 18 years of age, and will be on duty on the premises to assist people entering and leaving  
If the majority of the audience/attendees is under 16 years of age and/or there are many disabled persons, then the number of Attendants shall not be less than:
  - a) 3 Competent Attendants nominated for up to 100 persons
  - b) 4 Competent Attendants nominated for over 100 personsAll persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of fire fighting equipment, how to call the Fire Brigade and evacuation procedures
5. CAPACITY  
The number of people on the premises shall not exceed the numbers permitted as shown in para 5 of the Standard Conditions
6. MEANS OF ESCAPE  
See Para 12 of the Standard Conditions of Hire
7. OUTBREAK OF FIRE  
The Fire Brigade shall be called to any outbreak of fire, however slight, and details reported to the Management Committee and West Berkshire Council
8. DANGEROUS PERFORMANCES  
Performances involving danger to the public shall not be given
9. EXPLOSIVES AND FLAMMABLE SUBSTANCES
  - a) Flammable substances shall not be brought into or used in any portion of the premises
  - b) No internal decorations or stage/show material of a combustible nature shall be used
10. HEATING  
No heating appliances shall be used
11. HOURS OF OPENING  
The premises shall not be used for public entertainment except between the hours of 9 am and midnight unless special permission has been issued by West Berkshire Council and by the Management Committee
12. TESTING AND CERTIFICATION PRIOR TO PERFORMANCE  
The following are to be tested prior to performance and the action recorded in the Log Book by the main entrance door
  - a) Bars on Emergency Exits should move freely and doors be clear of obstruction
  - b) Emergency Lighting should function correctly – turn off the main switch in the Hall to check that the back-up batteries are all working
  - c) Turn on the Emergency Lights permanently with the key hanging by the main switch box

**SIGNED**

**AUTHORISED REPRESENTATIVE ON BEHALF OF**

**DATE**

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

The Licensing Act 2003 came into force on November 24<sup>th</sup> 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 attached is a copy of the Temporary Event Notice (TEN) application form and guidance notes. 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](http://www.culture.gov.uk/alcohol_and_entertainment).

- The Morrell Room licence permits a maximum of twelve events (TENs) in any one calendar year
- A single event can last for up to ninety six hours
- The fee will be £21, payable to West Berkshire Council
- The event applicant must apply direct to West Berkshire Council using the form attached. 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. Any less notice will result in the rejection of the application.
- The Morrell Room Committee is not involved in the application process. We 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.

**(Attach application form and guidance notes)**