



Kidmore End War Memorial Hall

CONDITIONS OF HIRE

These Conditions of Hire shall apply to all bookings and use of the Premises, as detailed below, and by hiring these Premises, the HIRER agrees to the terms and conditions herein.

Kidmore End War Memorial Hall (KEMH) is a charity (No: 242685) managed by its Trustees.

Contact Details on behalf of the KEMH Trustees:

Phil Snowden	phil.kemh@gmail.com	Tel: 07767 260173
Ian McGowan	ian.kemh@gmail.com	Tel: 07710 041194

Summary of Key Bookings & Payment Terms (as contained in this agreement):

- Prices quoted to the HIRER are those currently in force until 1st April each year. KEMH Trustees review pricing on a regular basis.
- The HIRER shall be required to make full payment for a booking at least 14 days in advance of the booking date.
- If the HIRER wishes to cancel their booking up to 14 days before the booking, a full refund will be offered. If within 14 days, a refund is at the discretion of the Trustees.
- For any party/event bookings, a full deposit is required to be paid for any booking to be confirmed. This deposit will be refunded once the Premises have been inspected for any damage or further cleaning requirements.
- The HIRER shall be responsible for ensuring that there is adequate insurance cover for the use of any equipment in the Premises (e.g. a Bouncy Castle), and that the supplier's insurance includes a minimum of £5 million Public Liability Cover.
- All HIRERS shall be responsible for making arrangements to insure against any third-party claims against the HIRER (or the organisation if acting as a representative) whilst using the Premises.

Premises

The Premises referred to in these Conditions of Hire are the Kidmore End War Memorial Hall (KEMH) building, the car park to the west of the building, the area surrounding the building within the fencing including all grassed areas, the gates and the perimeter fencing.

Hirer

The HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative of the HIRER who is named on the booking. If the HIRER is in any doubt as to the meaning of the following, please contact the named contacts above, immediately.

Conditions of Hire:

1. Prices quoted to the HIRER are those currently in force until 1st April each year. KEMH Trustees shall review pricing on a regular basis. The HIRER shall agree to pay according to the agreed hourly rate, or any part hour. Any changes in the price for future bookings will be informed to HIRERS in advance of the booking.
2. The Hirer shall be required to make full payment for a booking at least 14 days in advance of the booking date.
3. If the HIRER wishes to cancel their booking up to 14 days before the booking, a full refund will be offered. If within 14 days, a refund is at the discretion of the Trustees.
4. For any party/event bookings, a full deposit will be taken and only refunded once the Hall has been inspected for any damage or further cleaning requirements.
5. KEMH Trustees reserve the right to refuse a booking without notice or to cancel the hiring agreement, where they consider it necessary to do so, at any time before or during the Event, by giving seven days' notice in writing to the HIRER, where possible. The HIRER shall be entitled, upon such notice, to reimbursement of such monies, as have been paid by the HIRER to the KEMH account and shall not be liable for any further payments. KEMH Trustees shall not be liable to make any further payment to the HIRER.
6. In the event of the Premises or any part thereof being rendered unfit for use for which it has been hired, the Trustees shall inform the HIRER as soon as possible and provide a full refund. The Trustees shall not be liable to the HIRER or any third party for any resulting loss or damage whatsoever.
7. The HIRER shall have access to the internet via KEMH's password protected Wi-Fi network without charge, in accordance with the Trustee's Internet Use and Wi-Fi Policy which is on the KEMH website.
8. The HIRER shall be responsible for ensuring that there is adequate insurance cover for the use of any equipment in the Premises (e.g. a Bouncy Castle), and that the supplier's insurance includes a minimum of £5 million Public Liability Cover. A copy of the supplier's insurance certificate should be sent in advance of any booking.
9. The HIRER shall indemnify the Kidmore End Memorial Hall Charity (charity number 242685) for the cost of repair of any damage done to any part of the Premises including the curtailment of use thereof, or the contents of the building which may occur during the period of the hiring as a result of the hiring.
10. All HIRERS shall be responsible for making arrangements to insure against any third-party claims against the HIRER (or the organisation if acting as a representative) whilst using the Premises. (The Premises is insured only against any claim arising out of the negligence of the Charity's Trustees).
11. The HIRER shall be responsible for obtaining licences from the Performing Rights Society, or otherwise, and for the observance of the same and of all other regulations appertaining to the Premises stipulated by the Fire Authority, the Local Authority, the local Magistrates' Court or otherwise.
12. The HIRER shall ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. If requested, the HIRER must provide KEMH Trustees with copies of their Safeguarding Policies and evidence that the HIRER has carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported to the HIRER's appointed Safeguarding Representative. The Trustees' Safeguarding Policy, can be viewed on the KEMH Website, and must be complied with.
If you have an urgent concern for a child or vulnerable adult call 999 or 101.
13. The HIRER shall, during the period of the hiring, be responsible for the supervision of all persons on the Premises, the fabric and the contents of the Premises, their care, safety from damage or change of any sort, and the behaviour of all persons using the Premises whatever their capacity.

14. The HIRER shall ensure that:
 - (a) The number of people on the Premises shall not exceed 120 standing or 75 seated;
 - (b) Two attendees present (in addition to the HIRER) must be aware of the Fire and Evacuation Procedure which is on the notice board in the kitchen and on the KEMH website. If the majority of the attendees are under 18 years of age, a minimum of four attendees present (in addition to the HIRER) must be aware of these procedures.
15. The HIRER shall not use the Premises for any purpose other than that described in the booking confirmation 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. The HIRER shall not do anything or bring on to the Premises anything which may endanger the Premises or attendees or render invalid any insurance policies of the Premises.
16. The HIRER will not allow the selling of alcohol on the Premises, except with the pre-application of a Temporary Event Notice (TENS) a copy of which should be provided to the Trustees no later than 14 days prior to the event.
17. No flammable substances or decorations of a combustible nature can be used on the Premises.
18. The HIRER shall advise the Trustees named above of any equipment being brought onto the Premises or into the building. The HIRER shall ensure that any equipment is safe, in good working order, and used in a safe manner. All electrical equipment must be used in a safe manner in accordance with the Electricity at Work Regulations 1989 and equipment shall be PAT tested. Trustees may ask for copies of these certificates. Where a residual circuit breaker is provided, the HIRER must make use of it in the interest of public safety.
19. The HIRER shall ensure that no animals (including birds) except guide dogs, hearing dogs and assistance dogs are brought into the Premises other than for a special event agreed to by the KEMH Trustees.
20. The HIRER must report all accidents involving injury to the public to the above contacts as soon as possible and enter them immediately in the Accident Incident Book kept in the First Aid box in the main hall. Any failure of equipment, either that belonging to the Premises or brought in by the HIRER, must also be reported as soon as possible. Certain types of work-related deaths, accidents and injuries must also be reported to the Health and Safety Executive. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 2013.
21. The HIRER shall, if selling goods on the premises, comply with Fair Trading Laws, Consumer Rights Laws and any code of practice used in connection with such sales. In particular, the HIRER shall ensure that the total prices of all goods and services are prominently displayed, together with the organiser's/HIRER's name and address, and that any claims to have discounted or reduced prices must comply with Consumer Protection Legislation. The HIRER must ensure that nothing is done on the premises in contravention of the law relating to gaming, betting and lotteries.
22. The HIRER must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. A summary of requirements is posted on the notice board in the kitchen.
23. The HIRER shall not, without prior permission from the KEMH Trustees, carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Premises, and shall indemnify KEMH Trustees accordingly against all action, claims and proceedings arising from any breach of this condition.
24. The HIRER shall be responsible for leaving the Premises (including the toilets) and the surrounding areas in a clean and tidy condition, properly locked and secured, unless directed otherwise, and any contents temporarily removed from their usual positions - including the stacking tables and chairs - properly replaced. The HIRER is responsible for removing all rubbish it has generated from the Premises. The KEMH Trustees retain the right not to return any deposit paid and/or to make an

additional charge to the HIRER for cleaning/tidying/waste removal for example. The Trustees' Environmental Policy can be viewed on the KEMH Website.

25. The HIRER must ensure that all doors and windows are secure before leaving the Premises, all external gates are closed and the gate to the car park is shut and locked with the padlock.
26. The HIRER shall ensure that the minimum of noise is made on arrival and departure from the Premises.
27. The HIRER shall take note and adhere to all of the KEMH Policy Documents which can be viewed on the KEMH Website.

General Data Protection Regulations Consent to hold Contact Information

KEMH Trustees use personal data for the purposes of managing the Premises, bookings, finances and marketing. The HIRER agrees as follows:

- To have read and understood the KEMH Privacy Policy Document, which is on the KEMH Website.
- That KEMH Trustees may process HIRER personal information to provide information and correspond with the HIRER and keep HIRER's contact details on its database
- To ensure that any changes to HIRER contact details are provided to KEMH Trustees
- That HIRER may request removal of the HIRER from KEMH Trustee's database at any time by email to the contact details given above
- That KEMH Trustees may keep HIRER contact information data for an undisclosed time or until the HIRER requests its removal
- To confirm in writing to the KEMH Trustees if HIRER event details and contact details may be published on KEMH booking calendars, website etc. Otherwise, such information will not be published.

All KEMH Policy Documents may be viewed on the website: kemh.org.uk

Updated: August 2026
Date for next Review: October 2027