

LAWTON MEMORIAL HALL

Liverpool Road West, Church Lawton, Stoke-on-Trent, ST7 3DA
Tel: 07432 739 313 Email: lawtonmemorialhall@gmail.com



TERMS AND CONDITIONS OF HIRE

These conditions together with the application for hiring and confirmation of hiring comprise the hiring agreement and the completion and signing of the application form by the hirer constitutes acceptance of these conditions.

1. **LAWTON MEMORIAL HALL**, Liverpool Road West, Church Lawton, Stoke-on-Trent, ST7 3DA is owned and run by a Management Committee and is a Charitable Trust dependent on income from bookings and fund raising activities to pay for the upkeep of the Hall. In this document "the Trust" means Lawton Memorial Hall, "the Hirer" means the person(s) or body on whose behalf the application form is signed, "the Premises" means Lawton Memorial Hall, the car park and surrounding woodland, "the Function" means the purpose for which the hiring has been made, including the proposed limits to hours, numbers and activities.

2. Bookings:

Applications shall be made to the Administration & Finance Officer. Once a provisional reservation has been made, an option on the date will be reserved for 14 days after which time the reservation will be released automatically if a deposit has not been received.

An indication of numbers attending the function will be required at the time of booking, the maximum number of guests permitted is 150.

To secure your function, the Trust requires a signed application for hiring form and non-refundable deposit. Written Confirmation of Hire and receipt will be issued to the Hirer.

3. Prices:

Bookings taken for the following year may be subject to a price increase from those stated. Changes in duty on alcoholic beverages may occur between the time of booking and the date of the event. We

reserve the right to pass on duty increases as they occur.

4. Deposit Requests/Payments:

Charges will be notified to the Hirer when the booking is made.

A £150 deposit will be required to secure your booking. This sum is refundable if the Trust does not incur any costs due to damage to the property, furnishings or equipment caused by the Hirer or their guests. The outstanding balance detailed in the confirmation of hiring agreement must also be paid no later than 14 days prior to your function.

5. Cancellation/Postponement:

5.1 Cancellation by the Trust

The Trust may cancel the booking at any time without obligation to the hirer and keep any charges paid in any of the following circumstance:

- The Hall or any part of the Hall is closed due to circumstance beyond its control
- If it becomes apparent the function is not being/conducted in accordance with the hiring agreement
- If the Hirer fails to meet the deposit requirements
- If the Trust believes in its sole discretion the function or the hirer may prejudice the reputation of the Trust or the Hall
- Any disputed item or price contained in an invoice or confirmation of hiring, which will be dealt with separately from the remainder of the monies due, which must still be payable when due.
- The Hall is required for the purpose of a Parliamentary or Local Authority election or referendum. In such cases the Trust will notify the Hirer as soon

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as possible and refund any charges paid.

5.2 Cancellation by the Hirer

The Hirer may cancel a booking at any time in writing to the Finance & Administration Officer. If notice is given 60 days prior to the function, the Trust will return all charges paid. The Trust reserves the right to make such charges it considers appropriate, considering the circumstances, timing and possibility of re-letting (subject to a minimum 50% administration charge of the deposit).

The cancellation date will be the date the written notification of cancellation is received. In every case, the Trust will try to re-let the Hall and if successful, any income received from the re-let will be fully deducted from the cancellation charge. If re-letting does not fully cover the cancellation charge, an account for the remaining amount will be sent immediately after the scheduled day of the function.

6. Use of the Hall:

The Trust cannot accept responsibility for loss of, or damage to, guests property, or vehicles or property in such vehicles, however caused. Nor can we be held responsible for any gifts handed over to the Hirer or guests at the function. The Hirer is advised to ensure it has adequate insurance cover for its liabilities under the terms of the hiring agreement.

Please ensure that all gifts, accessories, decorations, equipment, personal possessions are collected at the end of your function, otherwise they may be disposed of, unless alternative arrangements have been made and agreed with the Finance & Administration Officer.

Prior consent must be obtained from the Trust for any externally arranged entertainment, services or decorations. Any outside companies providing entertainment must supply the Secretary with a copy of liability insurance and PAT testing certificates.

Our entertainment license allows your evening function (music, singing and

dancing) to finish at midnight. It is the responsibility of the Hirer to ensure that no copyright is infringed.

The Hirer is responsible for ensuring that there are no complaints arising from noise or disturbance to the local residents.

Please remember that the hirer, and your guests as well as the Trust, are subject to statutory controls including those related to fire, licensing and entertainment, which must be strictly observed.

7. General:

Only food and drink supplied by the Hall may be consumed on the premises. Hirers may only supply such goods with prior agreement, except for drinks supplied free to guests, when a corkage charge maybe payable at the licensee's discretion.

Hirers are reminded that an 'Occasional Justices' Licence is required for the sale of alcohol including situations when alcoholic drinks are included in the ticket price e.g. cheese and wine functions.

The Trust is responsible for ensuring the building is fit for purpose of the function, for normal and reasonable post function cleaning and general maintenance.

The Hirer shall be held responsible for ensuring the Premises is left tidy at the end of the function and all loose rubbish is disposed of in plastic sacks provided and placed in the rubbish containers outside of the Hall.

The Hirer shall report any damage to the building or its contents to the Finance & Administration Officer or Caretaker as soon as possible.

In the event of the Trust having to make a claim on its insurance policy the Trust's insurers reserves the right to seek the cost of settling any claim from the Hirer and involve the Police where appropriate.

8. Legal Rights:

The Trustees reserve the right of free and unimpeded entry at any time. The Police and other Statutory Agencies also have a

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legal right to enter the premises at any time. None of the above excludes the legal rights of a person involved with a function.