

**RULES for the premises of the Charitable Trust known as
PURLEY MEMORIAL HALL.**

(in the District of West Berkshire).

1. The Charity known as Purley Memorial Hall is constituted by the conveyance and Trust Deed dated 15th October 1947.
2. It is hereby recorded that the property including the land to the west of the Hall is vested in the Official Custodian for Charities (for the Charity Commissioners). The deeds are held by the Secretary.
3. The Charity shall be controlled and managed by a Committee of Management (hereinafter called "the Committee") elected at the Annual General Meeting. The Committee shall consist of:
 - (a) up to seven nominated members and elected at the AGM. See 7(c).
 - (b) up to four members nominated by organisations that use the Hall on a regular basis. See 7(a)
 - (c) a Parish Council representative if one exists.
 - (d) at the Committee's discretion, up to four members to represent interests in the Purley on Thames not represented by any organisation.
4. All members of the Committee shall retire annually at the Annual General Meeting.
5. The Committee shall convene an Annual General Meeting in the month of October of each year by attaching a public notice to the Memorial Hall or other conspicuous places in Purley on Thames, giving at least two weeks notice of the Annual General Meeting. See also 7c and 7d for additional items to be included in the public notice. If in any year, for reasons beyond the control of the Committee, the Annual General Meeting cannot be convened and held in the month of October the Annual General Meeting for that year shall be held as soon as practicable after the month of October.
6. Residents of Purley on Thames of the age of eighteen years and upwards may vote at the Annual General Meeting.
7. In preparation for the Annual General Meeting the Secretary shall
 - (a) review whether the co-opted members detailed in Schedule II represent organisations:
 - that are still in existence
 - appropriate to be co-optedAlso, the Secretary will review whether any additional organisations should be considered for co-option and report, if any changes are required, at the Annual General Meeting. Any person co-opted must be a member of the organisation or council appointing them. The maximum number of co-opted members is four.
 - (b) confirm whether retiring Committee members wish to be included in the list of people seeking election to the Committee. Retiring Committee members can be nominated without the need of a proposer or seconder.
 - (c) seek nominations for the Committee from residents of Purley on Thames by attaching a notice in a prominent position on the Memorial Hall, or other conspicuous places in Purley on Thames, at least fourteen days before the date of the Annual General

- Meeting. Nominations must contain the name of the nominee, proposer and seconder and sent to the Secretary seven days before the date of the Annual General Meeting.
- (d) the same public notices shall seek for written notice of resolutions, with name of proposer and seconder, to be considered at the AGM. Such resolutions to be sent to the Secretary seven days before the date fixed for the Annual General Meeting.
 - (e) nominations and resolutions shall be considered by the Committee in framing the agenda before the Annual General Meeting.
8. A casual vacancy arising from the death or resignation or removal of a member of the Committee shall be filled by the organisation by which such member shall have been appointed and the person appointed shall retire at the time when the vacating member would have retired. In the event of a vacancy arising through the death resignation or removal of member of the Committee elected by the Annual General Meeting the Committee shall have the power to fill such vacancy until the next Annual General Meeting.
 9. Should a Committee member fail to attend three consecutive Committee meetings without prior apology for absence, such Committee member may be held to have retired and a vacancy created which may be filled as described in this rule.
 10. The Committee may appoint a President for a stipulated period of time and may fill a vacancy occurring in such office. A President if appointed, shall not be a member of the Committee.
 11. The Committee may appoint one or more Vice Presidents for a stipulated period of time and may fill a vacancy occurring in such office. Vice Presidents so appointed are not members of the Committee as constituted under the Deed, or not, as the case may be.
 12. The President and Vice Presidents shall be invited by the Secretary to attend the Annual General Meeting.
 13. Meetings of the Committee shall be summoned by the Secretary, orally, by email or by letter.
 14. A quorum for conducting business at a Committee shall never be less than a third of the total number of members of the Committee.
 15. An honorary Auditor shall be appointed at the Annual General Meeting to audit the accounts.
 16. The Committee may from time to time make and alter the Rules for the management of its business and for the summoning, conduct, and recording in the minutes of its meetings with particular with reference to:
 - (a) The terms and conditions upon which the Memorial Hall may be used for entertainments meetings social gatherings and other purposes and the sum (if any) to be paid for such use.
 - (b) The engagement and dismissal of such paid officers, employees and contractors for the Memorial Hall as it may consider necessary.
 17. The Committee shall appoint a Chairman, Vice Chairman, Secretary, Hall Manager and Treasurer annually after the Annual General Meeting. The Chairman, Vice Chairman, Secretary and Treasurer should be members of the Committee. The Hall Manager also can be a member of the Committee. Other than the roles of Chairman and Vice Chairman, any of these positions on the Committee can be combined.

The Chairman, Vice Chairman, Secretary and Treasurer may resign on giving not less than one calendar month's notice to the Committee. The Hall Manager can resign after giving three calendar months' notice.

The Hall Manager position can be filled by either a member of the Committee or a person specifically employed or contracted for that role. Any vacancy may be filled by the Committee.

18. Each year the committee will review, at the first Committee meeting following the AGM, whether it wishes to offer an honorarium to the Secretary, Treasurer and Hall Manager for any additional time, contribution and effort rendered to allow the successful running of the Memorial Hall over the previous financial year. Any such offers will be at the total discretion of the Committee. Approval may need to be sought from the Charity Commission depending on the gross amount paid as honorariums.
19. By a vote of two-thirds of the total number of the full Committee, the period of office of a particular officer may be terminated at any time. The Officer concerned shall have the right within 7 days of the termination of his office to call upon the Chairman to convene a Committee meeting within 28 days thereafter. Two-thirds of the total number of members of the Committee shall form a quorum. After hearing any explanation or remarks either oral or in writing which such officer may desire to make or in default of such explanation or remarks, the Committee may pass a resolution confirming the said vote. If no such resolution is passed, the officer concerned will be reinstated in his office, such re-instatement to date for all purposes from the specially convened meeting of the Committee.
20. The Secretary shall keep minutes of Committee meetings and the Annual General Meetings.
21. The Treasurer shall keep books of account and comply with clause 10 of the Conveyance document for audit.
22. Cheques must be signed by two persons so authorised by the Committee. The Chairman, Vice Chairman, Secretary and Treasurer shall be the persons authorised to jointly sign cheques unless the Committee shall decide otherwise.
23. The Committee shall have power to appoint and co-opt sub-committees for the various needs and purposes of the Memorial Hall. Persons who are not Committee members may be co-opted onto sub-committees.
24. The Committee may invite persons who are not Committee members to attend and speak at Committee meetings, so long as they do not vote.
25. The Committee shall publish Standard Conditions of Hire. The Committee may by resolution add to, amend or rescind any of the Standard Conditions of Hire. See Appendix A.
26. A licensed club may not be established in the premises, but occasional licences may be obtained with permission of the Committee. The licence must be submitted to the Secretary for inspection before the function commences.
27. The Charges for hire of hall are fixed by the Committee.

These rules have been revised by the Purley Memorial Hall Committee.

October 2020

THE SECOND SCHEDULE

Amended list of Members Appointed by Outside Bodies

Column I	Column II
CLlr Martin Bishop	Purley on Thames Parish Council
Ms Marilyn Hoare	Purley on Thames Women's Institute
Ms Joan Killick	Thames Vale Singers
Mr Paul Humphreys	Purley Horticultural Society

Organisations No Longer Represented

Organisation	Reason
Purley Pre-School	Organisation no longer hires the Hall
Berkshire District Council	Organisation no longer exists
Purley Park Plottolders Association	Organisation no longer exists
Purley Girls Club	Organisation no longer exists



Purley Memorial Hall

Appendix A

Glebe Road
Purley on Thames
RG8 8DP
Registered Charity No.
300191

Standard Conditions of Hire

These standard conditions apply to all hiring of the Memorial Hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Manager should immediately be consulted.

1. Supervision

The Hirer shall, during the period of the hiring, 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. As directed by the Hall Manager, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

2. Application for Hiring

Applications for hiring shall be made to the Hall Manager using the prescribed booking form fully completed.

3. Use of Premises

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 alcohol thereon without written permission.

The Hirer may refuse admission to any person and may require any person, other than Trustees of the Hall or their agents, to leave the premises without giving any reason therefor.

4. Keys

Keys can be collect as advised by the Hall Manager and must be returned the same day or by arrangement with the Hall Manager.

5. 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.

6. Licences

The Hall holds a Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Hall the Hirer should ensure that they hold the relevant licence.

7. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are illuminated.

- That there are no obvious fire hazards on the premises.

8. Means of Escape

- All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- The emergency lighting supply illuminating all exit signs and routes is turned on during the whole of the time the premises are occupied

9. Safety

The Hall has a No Smoking Policy.

In the event of a fire, the Hall should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999. The hall now also has a gas monitor alarm if this should sound please vacate the hall immediately.

The exact location of the fire exits and fire extinguishers must be noted before the Hall is occupied and the manner of opening Fire Doors should be made known to your guests. (A sketch plan showing these is shown on the notice board in the Main Hall).

Please use the trolleys provided for moving chairs and tables in order to avoid injury. Please stack chairs and tables after use.

A first aid box is located in the Main hall by the doors leading to the Nicholls Room. Please record any accidents or injuries in the Accident Book in the marked Kitchen drawer.

10. Health and Hygiene

The Hirer shall, 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. The premises is provided with a refrigerator but there is no temperature measurement device.

11. Electrical Appliance Safety

The Hirer shall ensure that any portable electrical appliances brought by them to the premises have a valid PAT test certificate, in good working order, and used in a safe manner in accordance with the manufacturer's instructions. Where mains powered electrical equipment is used outside it must be protected with a residual circuit breaker.

12. Insurance

The Hall has adequate public liability insurance to cover any defects in the fabric of the hall. Hirers should ensure that they have adequate insurance to cover the activities they are organising.

13. Indemnity

- The Hirer shall indemnify and keep indemnified each member of the Hall management committee and the Hall's Management committee employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 13(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Manager. Failure to produce such policy and evidence of cover may render the hiring void and enable the Hall Manager to rehire the premises to another hirer.

14. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Hall management committee **as soon as possible** and complete the relevant section in the Hall's accident book. Any failure of equipment belonging to the Hall or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Manager will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

15. Explosives and Flammable Substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected within or outside the hall, without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

16. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

17. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

18. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Hall. No animals whatsoever are to enter the kitchen at any time.

19. Compliance with The Children Act 2004

The Hirer shall ensure that any activities for children and/or vulnerable adults comply with the provisions of The Children Act 2004 and Safeguarding Vulnerable Groups Act 2006 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks have access to the children, without appropriate supervision. The Hall's Safeguarding Children and Vulnerable Adults Policy can be found on our website at <https://www.purleyonthames.org.uk/MemHall>. The Hirer shall provide the Hall Management Committee with a copy of their Safeguarding Policy.

20. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Hall's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

21. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading 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, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

22. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Hall. The Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the Hall management committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- (c) the premises becoming unfit for the use intended by the Hirer
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion, or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

23. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area 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 Hall shall be at liberty to make an additional charge.

24. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

25. Stored Equipment

The Hall accepts no responsibility for any stored equipment or other property brought on to or left at the Hall. This includes all storage facilities and the Horticultural trading store. All liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Hall may use its discretion in any of the following circumstances:

- (a) in respect of stored equipment; failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) in respect of any other property brought on to the premises for the purposes of the hiring; failure by the Hirer to remove the same within 7 days after the hiring, dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

26. No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Hall Manager.

27. No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

28. Faults/ Damage/ Comments

Please report any faults or damage to the Hall Manager as soon as possible so that they can be rectified quickly. The Management Committee welcome comments or observations that you may have about your hire of the Hall.

29. Lost and Found

Any found articles should be handed to the Hall Manager who may sell or dispose of same if not claimed within three months.

30. Complaints

Any complaints should be made in writing to the Secretary.

The Hall Manager will investigate each complaint, obtaining further information as necessary from you and/or from others as deemed necessary.

If the complaint is about the Hall Manager then the Chairman of the Hall Committee will personally investigate the complaint, obtaining further information from you and/or from others as deemed necessary.

The Hall Manager or the Chairman of the Hall Committee will notify you within 20 working days of the outcome of your complaint and of what action (if any) the Hall proposes to take as a result of your complaint. (In exceptional cases the twenty working days timescale may have to be extended. If it is, you will be kept informed.)

If you are dissatisfied with the response to your complaint, you may ask for your complaint to be referred to the full Committee and (usually within eight weeks) you will be notified in writing of the outcome of the review of your original complaint. The decision of the full Committee is final.