

HIRE AGREEMENT for The Constable Memorial Hall

1. Between: Constable Memorial Hall Management Committee (CMHMC):
c/o The Constable Memorial Hall, Gandish Road, East Bergholt, CO7 6TP Tel: 07783682024
2. And **Hirer**
3. If you believe that your event will require a Temporary Events Notice(TEN) please ask the Booking Secretary.
4. Hire period to include set up and clear up time
5. Hiring fee includes lighting and heating, and use of tables, chairs and kitchen

An Indemnity deposit of £200 is required. The Committee will, within 28 days of the termination of the period of hire, repay such deposit to the Hirer less the sum of rectifying any damage or extra cleaning required to the hall/and or contents thereof, its car park or surrounding area caused as a result of the hiring. The decision of the CMHMC in all matters concerning the hall is final. If a key for the entrance doors is not returned or any internal key is lost, £10.00 per item will be deducted from the Indemnity.

Please ask the Booking Secretary if you would like to make use of the PA System/Projector.

The Constable Memorial Hall Management Committee (CMHMC) permits the Hirer [2] to use the areas of The Constable Memorial Hall for the purpose[s] and period[s] described on the booking form.

By booking The Constable Memorial Hall facilities you are making a legally binding contract that obliges you to abide by these conditions and to pay the hire and other charges as set out on the The Constable Memorial Hall website. These conditions are intended to balance and protect the interests of all users, the residents of East Bergholt and the Hall itself and to ensure so far as is possible that all activities are safe and within the law. Whilst the Constable Memorial Hall Management Committee will always endeavour to provide safe facilities and maintain reasonable standards of cleanliness it must be appreciated that the Hall premises are not subject to full-time supervision and cleaning and that all users have to rely upon mutual co-operation and consideration.

I confirm I am over 21 years of age.

The hirer must be present for the whole period of hire.

PLEASE PRINT OUT A COPY OF THIS AGREEMENT/TERMS AND CONDITIONS FOR YOUR FUTURE INFORMATION

CONDITIONS OF HIRE for The Constable Memorial Hall

*For the purposes of these conditions, the term **Hirer** shall mean an individual or, where the **Hirer** is an organisation, the authorised representative. The **Hirer must be 21 years or over**. The term Constable Memorial Hall Management Committee or its representative is abbreviated to CMHMC.*

1. RESPONSIBILITY

The **Hirer**, not being a person under 21 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, under this Agreement, relating to management and supervision of the premises are met. The **Hirer** will, during the Hiring, be responsible for the supervision of the Hired Premises, the fabric and contents, their care, safety from damage however slight or change of any sort and the behaviour of all persons using the Hall in connection with or arising from the Hiring whatever their capacity. Failure to comply with this condition may result in a charge being deducted from the Hirer's prepaid indemnity cover to cover additional costs plus a callout fee of not less than £30 (including setting off the fire alarm). **The Hirer** will be invoiced for any additional cost over and above the Indemnity charge advised on Page 1 of this agreement.

The **Hirer** is also responsible for proper supervision of car-parking arrangements and vehicle activity so as to avoid obstruction of all entrances and exits in Gandish Road, footpaths and the highway. **The Hirer** is responsible for ensuring that there is no parking in Gandish Road that prevents access for emergency services (e.g. fire engine). Parked vehicles **MUST NOT** prevent access to the Playing Fields.

Users are requested not to congregate at the front of the building to avoid disturbance to our neighbours. **The Hirer** shall ensure that the minimum of noise is made on arrival and departure and to ensure that any noise during the hire period is kept to a minimum out of respect for nearby residents. This is especially relevant to dances and parties.

Where a booking is made on behalf of a group or organisation which is not an Approved User, the **Hirer** will be personally liable under the Agreement.

The CMHMC accepts no responsibility for property brought onto Hall premises.

The CMHMC reserves the right to make further enquiries about the purpose of the hiring, and to request references and/or guarantors where the **Hirer** is not known to the Committee.

2. USE AND PURPOSE

The **Hirer** shall not use the Hired Premises for any purpose other than that described in the Agreement and shall not sub-hire or use the Hired Premises or allow the Hired Premises to be used for any unlawful, hazardous or dangerous purpose or in any unlawful, hazardous or dangerous way nor do anything or bring into or onto the Hall any flammable liquids or gases or anything which may endanger the same or prejudice cover under any insurance policy in respect thereof. **Where the Hiring is of only a part of the Hall, the Hirer shall neither use nor permit to be used any other part of the Hall other than the Common Parts nor shall the Hirer permit anything to be done or not done which interferes with the proper use of any other part of the Hall by another hirer.** Tables, chairs and other equipment the property of the Hall may not be removed from Hall premises or used outside without the permission of a member of the CMHMC or its representative. The **Hirer** shall not have any lighted candles or other naked flames in the building.

Social events of any nature and in respect of which a charge whether in money or other form is made for admission must be disclosed by the Hirer as such in the Agreement. Such hiring's are subject to review and may be declined without further reason or accepted by the Hall on such further conditions as the CMHMC may in its absolute discretion determine.

3. TEMPORARY EVENT NOTICES

Having read the premises licence for the hall, the **Hirer** will ask the permission of the Booking Secretary to apply for a TEN if required.. **The Hirer** will then be responsible for obtaining a Temporary Event Notice (TEN) from the Licensing authority for the licensed activity. A copy of the TEN must be given to the Bookings Secretary at least 14 days prior to the hire date. Failure to do so may result in cancellation of the hiring without compensation. There is a limited number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the CMHMC and local voluntary organizations.

4. CONSUMPTION OF ALCOHOL

No alcohol, whether to be sold or not may be brought onto the Hall premises without the prior approval of the CMHMC.

No alcohol is to be sold, delivered to, brought into the Hall or consumed by anyone under 18 years of age (a PASS proof-of-age card, photo driving licence or passport can be accepted as proof of age). The Hall operates a "Challenge 25" proof of age scheme. The Hirer will be committing a criminal offence if this occurs.

It is an offence to sell alcohol (or knowingly to allow a sale) to a person under 18 years of age or for them to purchase (or attempt to purchase) alcohol. Those attempting to purchase alcohol who are under 18, buying for someone under 18 or who are drunk or buying for a drunk person, are also guilty of an offence.

No alcohol is to be sold to anyone who appears to be drunk or who is buying for someone who appears drunk. Drunk and disorderly behaviour is not permitted inside the Hall or in the surrounding vicinity.

If a bar is required, the hirer should arrange this with the booking secretary.

Smuggled goods must not be sold or kept on the premises. Alcohol purchased duty-free or duty-paid and imported from mainland Europe is purchased for 'personal consumption' and must not be sold.

Sale of alcohol by a person aged under 18 is not permitted.

5. PARTIES FOR 21 YEAR OLDS AND UNDER

Requests for the above parties for which alcohol is required may not be permitted for **Hirers** living outside East Bergholt. For residents of East Bergholt, the booking will still not be permitted unless the potential **Hirer** is personally known to a Committee member or Trustee and good conduct can be guaranteed including assurance of supervision by a minimum of 4 adults (for up to 50 attendees) or 6 adults (for 50 to 100 attendees) who are over the age of 25 years, at all times and in agreement with all conditions of this Hire Agreement.

6. DRUGS

Drugs of any classification are not allowed on the hall premises or surrounding grounds. If you suspect that anyone is taking or supplying drugs inform the police.

7. SMOKING

Under existing legislation, no smoking is allowed in any part of the Hall. It is the **Hirers** responsibility to ensure that this is enforced. **The Hirer** will be the person named if any prosecution is made because this legislation was ignored. Anyone who smokes outside the building must dispose of all cigarette ends, matches etc. safely and without littering the ground outside..

8. LICENSES AND PERMISSIONS

The Village Hall has a Premises Licence from Babergh District Council. **Please see the terms of this licence annexed to these Ts and Cs.**

9. INSURANCE AND INDEMNITY

The **Hirer** shall be liable for:

- A. the cost of repair of any damage (including accidental and malicious damage) done to any part or contents of the hired area of the premises including the curtilage.
- B. all claims, losses, damages and costs made against or incurred by the CMHMC, their employees, volunteers, agents or invitees 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 all claims, losses, damages and costs made against or incurred by the CMHMC, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the **Hirer**.
- C. The **Hirer** shall be responsible for making arrangements to insure against any third-party claims which may lie against him or her (or the organization if acting as a representative) whilst using the hall. (The hall is insured against any claims arising out of its own negligence).

'Profit Making' groups and Commercial organizations are not covered under the The Constable Memorial Hall Employers or Public Liability insurance. It is the responsibility of **The Hirer** to ensure they have their own insurance which should cover not only Public Liability but cover for theft or damage of their own property as well as the property and buildings belonging to The Constable Memorial Hall.

10. COMPLIANCE WITH THE CHILDRENS ACT 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and any subsequent legislation passed after the above date and that only fit and proper persons have access to the children. It is the responsibility of the **Hirer** to ensure that adults hired to entertain children of any age have passed the appropriate legal and security checks.

11. LOCAL PERMISSIONS AND AUTHORITIES

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Borough Authority, and the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

12. CAPACITY

The maximum number of persons to be admitted to the hall including staff, hirers and invitees should not exceed:

- **HALL**
 - a. Disco or Dance 150 persons (NO tables)
 - b. Closely seated audience 100 persons
 - c. Functions utilizing seating at tables 90 persons
 - d. Functions combining both a. and c. 80 persons

- **COMMITTEE ROOM** Seated 6 persons

- **Benneworth Lounge** Seated 32 persons

If the hirer requires more attendees than indicated above, please contact the Bookings Secretary.

13. 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, and those responsible for functions held in the village hall must ensure that the requirements of the relevant legislation are strictly observed.

14. 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 approval of the Booking Secretary. The cost of repairing any damage caused by any of the above to the building will be deducted from the Indemnity pre-paid to the hall.

15. HEALTH AND SAFETY

The **Hirer** shall ensure that all activities are conducted in a safe and properly supervised manner with enough attendants and supervisors present at all times having regard to the age of those present and the activities being undertaken. The **Hirer** must ensure that throughout the Hiring a person competent to administer first aid is in attendance and that an adequate first aid kit is available.

A First Aid Kit is available in both kitchens. In the event of an accident, the Booking Secretary is personally advised as soon as possible, but in any case, within 24 hours of the incident taking place.

The Hirer must familiarize themselves with the Safety Procedures situated by the Fire Exits, the position of all fire extinguishers, fire blanket (in the kitchen), 1st Aid Box and all escape routes. **The Hirer** must not block any Fire Exits on the premises. The **Hirer** must be aware where all the fire exits and alarms are and how to operate the Fire Doors. **The Hirer** should advise the Booking Secretary immediately if any problems concerning Health and Safety are found, as well as any suggestions as to ways Health and Safety can be improved.

16. HEALTH AND HYGIENE – THE FOOD HYGIENE (ENGLAND) REGULATIONS

The **Hirer** shall, if preparing, serving or selling food, observe the most recent legislation. Dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator which must be emptied at the end of every hiring. Courts can impose penalties ranging from £120.00 to £450,000.00 (at the time of writing) depending on the seriousness of the offence and it is higher for individuals.

17. ELECTRICAL APPLIANCE SAFETY

The **Hirer** shall ensure that any electrical appliances brought by him/her to the premises and used there shall be safe, in good working order and used in a safe manner. All electrical appliances belonging to the hirer must be checked annually to ensure they meet current safety standards.

18. NOISE LEVELS

It is the responsibility of the **Hirer** to ensure that noise levels are kept to a minimum out of respect to local residents. The windows and doors to the south-west and south-east of the building must be kept closed whilst licensed activities are taking place. This is to limit the disturbance that such activities might cause to neighbouring properties.

19. TERMINATION BY CMHMC, TRUSTEES, ADMINISTRATOR

The CMHMC may cancel or terminate without notice and without refund or compensation any Hiring which in the opinion of the CMHMC, its representative or Trustees, is or may be in breach of all these conditions or in respect of which any information given by or on behalf of the **Hirer** is false in any material particular. In an emergency such notice may be given by any of the above named and may be by way of oral or written communication to the **Hirer** by written notice affixed to the Hired premises. This termination could take place within the period of hire if the conditions of this Hire Agreement are not being kept (for example, the bad behaviour of the attendees or damage to the hall or surrounding area).

20. TERMINATION BY COMMERCIAL HIRER ON LONG TERM CONTRACT

If the **Hirer** wishes to cancel their long-term contract, they must advise the Booking Secretary 4 weeks prior to the contract being cancelled. No hire fee will be returned for the remaining part of the contract unless the required 4 weeks notice is given.

No fee will be returned if the **Hirer** decides not to use the hired premises during the hire period provided the hall is 'fit for use'.

21. CANCELLATION OR CHANGE OF DATE

If the **Hirer** wishes to cancel the Hiring and the Booking Administrator is unable to conclude a replacement booking, the question of the payment or the refund of the Hire Charges shall be at the discretion of the Booking Secretary.

22. The CMHMC will accept no responsibility for the safety of any equipment, food or drink left in the hall either before or at the end of the period of the hire. This should be removed at the end of the hire period by the **Hirer**.

23. The **Hirer** should be aware that other areas of the Hall may also be in use at the time of your hire.

24. The **Hirer** shall ensure that **no** animals (except guide dogs) are brought into the hall other than for a special event agreed by the CMHMC. **No animals are to enter the kitchen at any time.**

25. The **Hirer** shall ensure that **no dry ice or smoke machines** are used without first asking the Booking Secretary.

26. The CMHMC reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary, European or Local Government election or by-election, in which case the **Hirer** shall be entitled to a refund of any monies already paid.

27. At the end of the hiring, the **Hirer** shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured, lights switched off, the alarm reset (not applicable as at the moment the alarm is managed by the committee) and any contents temporarily removed from their usual positions properly replaced, otherwise the committee shall be at liberty to make an additional charge. This will be deducted from the prepaid indemnity cover.

The Hirer is responsible for the removal of any bulk rubbish from the premises. No loose rubbish may be left outside. Failure to do so will also result in a charge being deducted from the prepaid indemnity cover. Empty bottles, cans and cardboard boxes must not be left in the Hall and should be taken away by the **Hirer** to be recycled.

28. In the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired, the Committee shall not be liable for the Hirer for any resulting loss or damage whatsoever. The hire fee will be returned if the hall cannot be used through no fault of the **Hirer**.

29. An assortment of crockery in the main kitchen is provided free of charge. However, if better quality crockery is required for wedding receptions and parties etc, this can be hired for an additional charge – please ask the Booking Secretary for further information.

30. All Hirers **MUST** advise the Hall Booking Secretary of any accidents that occur during their hire – regardless of how small the accident may be. Reporting by email/text or in writing is acceptable.

31. FIRE AND FIRE EVACUATION PROCEDURE

The **Hirer** must nominate a fire officer whose responsibilities are to include ensuring that the emergency lights are on, fire doors closed and fire exits clear. The fire officer must be aware of the location and use of fire equipment, the evacuation procedures and location of the nearest telephone. The fire warning control panel is in the committee room above the door leading into the hall. At the first sign of a fire or smell of smoke, immediately press the nearest fire alarm (a plan showing the position of fire alarms and fire extinguishers is appended to these Ts & Cs. If the Fire Alarm sounds, the whole building **MUST** be evacuated immediately to the muster area beyond the tree in the centre of the car park.

DO NOT TRY TO EXTINGUISH THE FIRE YOURSELF UNLESS IT IS A SMALL ISOLATED FIRE.

Supervise the evacuation of all people in your party/class keeping in mind all those with disabilities, including hearing and eyesight problems.

Before leaving the premises, try and check all areas including all 3 toilets, small committee room, boiler room and kitchens to ensure that everyone has been evacuated from the hall.

The Fire Meeting Point is at the far end of the car park, beyond the tree. Check off the names of all your party/class to ensure that everyone is present and accounted for.

Dial 999 and call the Fire Brigade. If you do not have a mobile phone, ask the residents in one of the neighbouring houses to do this for you.

PLEASE PRINT OUT A COPY OF THIS AGREEMENT/TERMS AND CONDITIONS FOR YOUR FUTURE INFORMATION



BABERGH DISTRICT COUNCIL
'The Licensing Authority'
Endeavour House
8 Russell Road
IPSWICH IP1 2BX
Website: www.babergh.gov.uk
Switchboard: 0300 123 4000

Licensing Act 2003
Premises Licence Summary

BPL0540

POSTAL ADDRESS OF PREMISES, OR IF NONE, ORDANCE SURVEY MAP REFERENCE OR DESCRIPTION

**The Constable Memorial Hall
Gandish Road
East Bergholt**

POST TOWN	Colchester	POST CODE	CO7 6TP
TELEPHONE NUMBER	07783 682024		

WHERE THE LICENCE IS TIME LIMITED THE DATES

N/A

LICENSABLE ACTIVITIES

- **Plays (Indoors and Outdoors)**
- **Films (Indoors)**
- **Indoor Sporting Events**
- **Live Music & Recorded Music, Performances of Dance (Indoors and Outdoors)**
- **Supply of Alcohol (ON the premises)**

THE TIMES THE LICENCE AUTHORISES THE CARRYING OUT OF LICENSABLE ACTIVITIES

STANDARD TIMINGS:

- (a) **Plays, Films, Indoor Sporting Events, Performances of Dance**
Hours authorised: 08:00Hrs to 23:00Hrs (Monday to Sunday)
- (b) **Live Music & Recorded Music**
Hours authorised: 08:00Hrs to 23:00Hrs (Mon, Tues, Weds, Thurs & Sun)
08:00Hrs to 23:45Hrs (Friday & Saturday)
- (c) **Sale and Supply of alcohol (ON the Premises)**
Hours authorised: 12:00Hrs to 23:00Hrs (Mon, Tues, Weds, Thurs & Sun)
12:00Hrs to 23:45Hrs (Friday & Saturday)

SEASONAL VARIATIONS / NON-STANDARD TIMINGS

Live music & Recorded Music
New Year's Eve, until 01:00hrs on New Year's Day
Sale of Alcohol
New Year's Eve, until 00:30hrs on New Year's Day

THE OPENING HOURS OF THE PREMISES

STANDARD TIMINGS:

Monday to Sunday 08:00Hrs to 23:59Hrs

SEASONAL VARIATIONS / NON-STANDARD TIMINGS

New Year's Eve until 01:00hrs on New Year's Day

WHERE THE LICENCE AUTHORISES SUPPLIES OF ALCOHOL WHETHER THESE ARE ON AND / OR OFF SUPPLIES

Sale and Supply of alcohol (ON the premises)

NAME, (REGISTERED) ADDRESS OF HOLDER OF PREMISES LICENCE

The Constable Memorial Hall Management Committee
The Red House, Gandish Road, East Bergholt, Colchester, Essex, CO7 6TP

REGISTERED NUMBER OF HOLDER, FOR EXAMPLE COMPANY NUMBER, CHARITY NUMBER (WHERE APPLICABLE)

1200327

NAME OF DESIGNATED PREMISES SUPERVISOR WHERE THE PREMISES LICENCE AUTHORISES THE SUPPLY OF ALCOHOL

[REDACTED]

STATE WHETHER ACCESS TO THE PREMISES BY CHILDREN IS RESTRICTED OR PROHIBITED

A: By virtue of section 145 of the Licensing Act 2003:

(i) Children under the age of 16, that are not accompanied by an individual aged 18 or over, are not allowed to be on the premises at a time whilst the premises is open and being used exclusively or primarily for the supply of alcohol for consumption on the premises.

(ii) Children under the age of 16, that are not accompanied by an individual aged 18 or over, are not allowed to be on the premises between the hours of midnight and 5am whilst the premises is open and being used for purposes including the supply of alcohol for consumption on the premises.



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BABERGH DISTRICT COUNCIL
'The Licensing Authority'
Endeavour House
8 Russell Road
IPSWICH IP1 2BX
Website: www.babergh.gov.uk
Switchboard: 0300 123 4000

Licensing Act 2003
Premises Licence

BPL0540

Part 1 - Premises Details

POSTAL ADDRESS OF PREMISES, OR IF NONE, ORDNANCE SURVEY MAP REFERENCE OR DESCRIPTION

**The Constable Memorial Hall
Gandish Road
East Bergholt**

POST TOWN	Colchester	POST CODE	CO7 6TP
TELEPHONE NUMBER	07783 682024		

WHERE THE LICENCE IS TIME LIMITED THE DATES

N/A

LICENSABLE ACTIVITIES AUTHORISED BY THE LICENCE

- **Plays (Indoors and Outdoors)**
- **Films (Indoors)**
- **Indoor Sporting Events**
- **Live Music & Recorded Music, Performances of Dance (Indoors and Outdoors)**
- **Supply of Alcohol (ON the premises)**

THE TIMES THE LICENCE AUTHORISES THE CARRYING OUT OF LICENSABLE ACTIVITIES

STANDARD TIMINGS:

- (a) **Plays, Films, Indoor Sporting Events, Performances of Dance**
Hours authorised: 08:00Hrs to 23:00Hrs (Monday to Sunday)
- (b) **Live Music & Recorded Music**
Hours authorised: 08:00Hrs to 23:00Hrs (Mon, Tues, Weds, Thurs & Sun)
08:00Hrs to 23:45Hrs (Friday & Saturday)
- (c) **Sale and Supply of alcohol (ON the Premises)**
Hours authorised: 12:00Hrs to 23:00Hrs (Mon, Tues, Weds, Thurs & Sun)
12:00Hrs to 23:45Hrs (Friday & Saturday)

SEASONAL VARIATIONS / NON-STANDARD TIMINGS

Live music & Recorded Music
New Year's Eve, until 01:00hrs on New Year's Day
Sale of Alcohol
New Year's Eve, until 00:30hrs on New Year's Day

Part 2

THE OPENING HOURS OF THE PREMISES

STANDARD TIMINGS:

Monday to Sunday 08:00Hrs to 23:59Hrs

SEASONAL VARIATIONS / NON-STANDARD TIMINGS

New Year's Eve until 01:00hrs on New Year's Day

WHERE THE LICENCE AUTHORISES SUPPLIES OF ALCOHOL WHETHER THESE ARE ON AND / OR OFF SUPPLIES

Sale and Supply of alcohol (ON the premises)

NAME, (REGISTERED) ADDRESS, TELEPHONE NUMBER AND E-MAIL (WHERE RELEVANT) OF HOLDER OF PREMISES LICENCE

The Constable Memorial Hall Management Committee

The Red House, Gandish Road, East Bergholt, Colchester, Essex, CO7 6TP

Telephone number: **07783 682024**

Email address: **bookings@constablehall.co.uk**

REGISTERED NUMBER OF HOLDER, FOR EXAMPLE COMPANY NUMBER, CHARITY NUMBER (WHERE APPLICABLE)

1200327

NAME, ADDRESS AND TELEPHONE NUMBER OF DESIGNATED PREMISES SUPERVISOR WHERE THE PREMISES LICENCE AUTHORISES THE SUPPLY OF ALCOHOL

[REDACTED]

[REDACTED]

PERSONAL LICENCE NUMBER AND ISSUING AUTHORITY OF PERSONAL LICENCE HELD BY DESIGNATED PREMISES SUPERVISOR WHERE THE PREMISES LICENCE AUTHORISES FOR THE SUPPLY OF ALCOHOL

Personal Licence number: [REDACTED]

Issued by: **BABERGH DISTRICT COUNCIL**



AUTHORISED

Last printed 25/03/2026





CONDITIONS ATTACHED TO THE ISSUE OF:
PREMISES LICENCE No: BPL0540 The Constable Memorial Hall

ANNEX 1 - MANDATORY CONDITIONS

The following conditions in Annex 1 are mandatory under the provisions of the Licensing Act 2003:

- .1 No supply of alcohol may be made under the premises licence:
 - (a) At any time when there is no designated premises supervisor in respect of the premises licence;
or
 - (b) At any time when the designated premises supervisor does not hold a personal licence or his/her personal licence is suspended.
- 1.2 Every sale or supply of alcohol under the premises licence must be made or authorised by a person who holds a personal licence.
- 1.3
 - (a) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.
 - (b) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.
 - (c) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either –
 - (i) a holographic mark, or
 - (ii) an ultraviolet feature.
- 1.4 The relevant person (“relevant person” means the holder of the premises licence, the designated premises supervisor (if any) in respect of such a licence, the personal licence holder who makes or authorises a supply of alcohol under such a licence, or any member or officer of a club present on the premises in a capacity which enables the member or officer to prevent the supply in question) shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

For the purposes of this condition “duty” is to be construed in accordance with the Alcoholic Liquor Duties Act 1979, “permitted price” is the price found by applying the formula -

$$P = D + (D \times V)$$

Where - (i) **P** is the permitted price; (ii) **D** is the rate of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol; and (iii) **V** is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol; [“value added tax” means value added tax charged in accordance with the Value Added Tax Act 1994]

Where the permitted price would not be a whole number of pennies, the permitted price shall be taken to be the price rounded up to the nearest penny.

Where the permitted price on a day (“the first day”) would be different from the permitted price on the next day (“the second day”) as a result of a change to the rate of duty or value added tax.

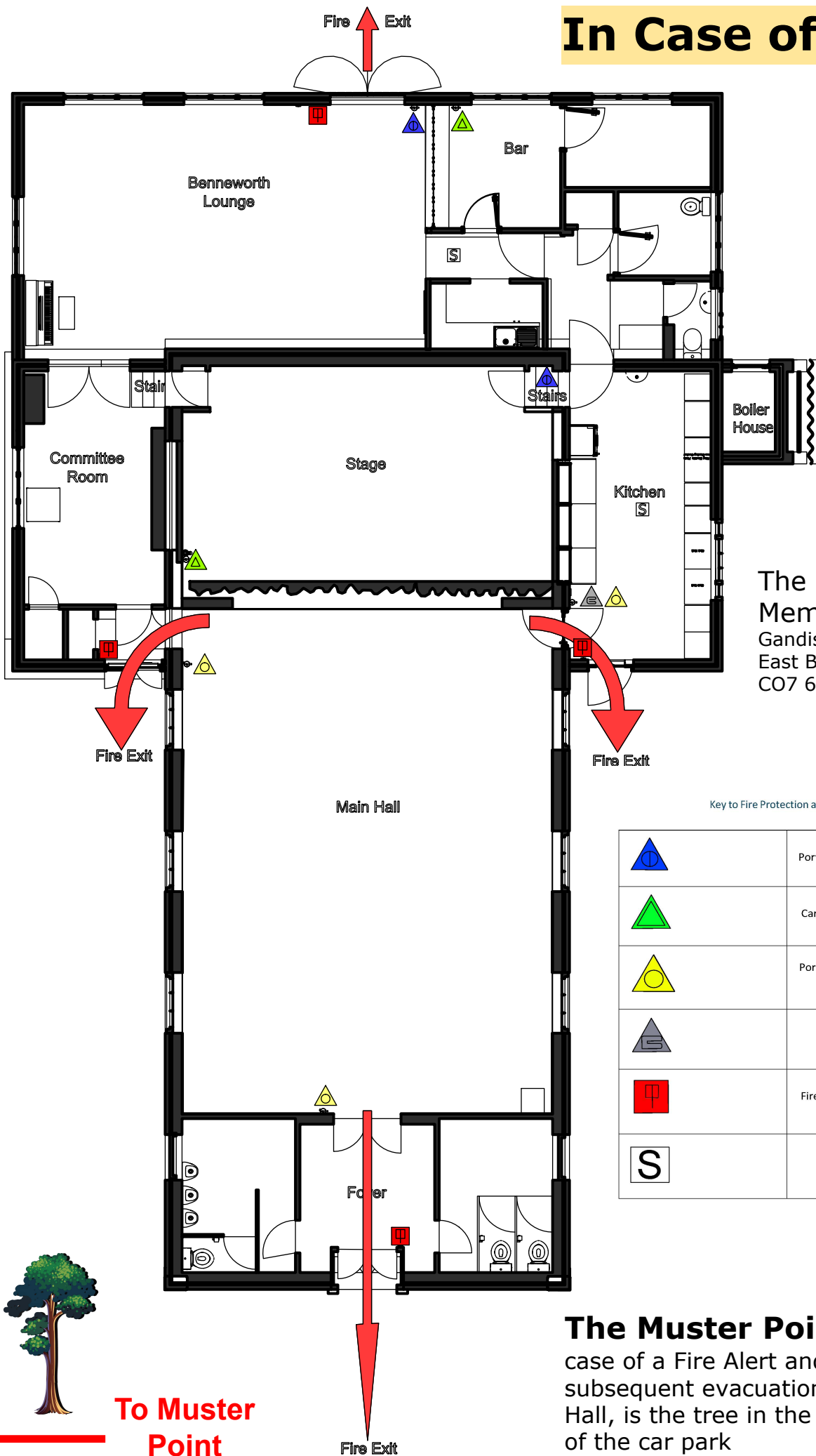
The permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

- 1.5 The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.
- 1.6 The responsible person must ensure that –
- (a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures -
 - (i) beer or cider: 1/2 pint;
 - (ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and
 - (iii) still wine in a glass: 125 ml;
 - (b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and
 - (c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available.
- 1.7 The responsible person must ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.

In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises -

- (a) games or other activities which require or encourage, or are designed to require or encourage, individuals to –
 - (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or
 - (ii) drink as much alcohol as possible (whether within a time limit or otherwise);
- (b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;
- (c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner which carries a significant risk of undermining a licensing objective;
- (d) selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner;
- (e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).

In Case of Fire



The Constable Memorial Hall,
Gandish Road,
East Bergholt,
CO7 6TP

Key to Fire Protection and Warning Devices

	Portable Free Standing Water Extinguisher
	Carbon Dioxide Extinguisher
	Portable Free Standing Foam Extinguisher
	Fire Blanket
	Fire Alarm Manual Call Point
	Smoke Detector

The Muster Point in case of a Fire Alert and the subsequent evacuation of the Hall, is the tree in the middle of the car park