

INGHAM VILLAGE HALL

Registered Charity No 303988

STANDARD CONDITIONS OF HIRE

These standard conditions apply to all hiring Ingham Village Hall (referred to as 'the Village Hall') and they form part of the Agreement for hire between the Trustees of Ingham Village Hall (referred to as 'the Trustees' and the person who has signed the Booking Form (referred to as 'the Hirer'). If you are in doubt as to the meaning of any of the following conditions please consult the Bookings Secretary.

1. Supervision

The Hirer shall, during the period of the hiring, be responsible for the supervision of the Village Hall, 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 Village Hall whatever their capacity, including proper supervision of car-parking arrangements so as to avoid obstruction and hazardous situations.

2. Use of the Village Hall

The Hirer shall not use the Village Hall at any one time for any number of persons (including staff and performers) greater than that stated in the booking confirmation letter. The Hirer shall not use the Village Hall for any purpose other than that described in the Booking Form and shall not sub-hire or use the Village Hall or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything to 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 without written permission.

3. Gaming, betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to the Village Hall in contravention of the law relating to gaming, betting and lotteries.

4. Performing Rights Licence

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

5. Licences for sale or consumption of alcohol

The Hirer shall be responsible for arranging such licences as may be needed whether for the sale or supply of intoxicating liquor and for the observance of same. Information is available from the Licensing Department of North Norfolk District Council.

6. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the Village Hall by the Local Authority, the Licensing Authority, Ingham Village Hall's Health and Safety Policy & Fire Risk Assessment. The Health and Safety Policy is available to Hirers on request from the Bookings Secretary. A copy is displayed in the Village Hall

- i. Before using the hall, the Hirer must read and comply with the information and requirements contained in the leaflet 'Emergency Evacuation Procedures in the event of a Fire or other Emergency' attached as Appendix 2 of the Health and Safety Policy and is also displayed at the Village Hall.
- ii. The Hirer has legal duties with regard to the safety of those persons assisting and/or attending the event. A typical Emergency Plan outlining these duties for the Hirer to use is provided as Appendix 3 of the Health and Safety Policy and also displayed at the Village Hall

7. Means of escape

- i. All means of exit from the village hall must be kept free from obstruction and immediately available for instant free public exit.
- ii. The emergency lighting supply operates from a backup battery supply and will automatically come into use if electricity supply fails. It illuminates the Emergency Exit routes.

8. Outbreak of fire

The Fire & Rescue Service shall be called to an outbreak of fire, however slight, and details thereof shall be given to the Bookings Secretary.

9. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. There are facilities for food service at the Village Hall and it is the Hirer's responsibility to ensure they are adequate for the purpose of hire.

10. Electrical appliances safety

The hirer shall ensure that any electrical appliances brought into the premises and used there shall be in a safe and good working order and used in a safe manner.

11. Insurance and indemnity

A. The Hirer shall be liable for:

- i the cost of repair of any damage (including accidental and malicious damage) done to any of the property including the curtilage thereof or the contents of the Village Hall.
- ii all claims, losses, damages and costs made against or incurred by the Village Hall, its Trustees, 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 Village Hall (including the storage of equipment) by the Hirer and
- iii all claims, losses, damages and costs made against or incurred by the Village Hall, its Trustees, employees, volunteers, agents or invitees as a result of any nuisance caused by a third party as a result of the use of the Village Hall by the Hirer and, subject to sub-clause 11(B), the Hirer shall indemnify and keep indemnified accordingly the Village Hall, its Trustees, employees, volunteers, agents and invitees against such liabilities.

The Village Hall has insurance to insure the liabilities described in sub-clause 11(A)(1) above and may, at its discretion, in the case of non-commercial hirers, insure the liabilities described in sub-clauses 11(A) (2.) and (3.) above. The Village Hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified the Village Hall, its Trustees, employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

If the Hirer of a non-commercial event engages the services of a person or persons who operate on a commercial basis, then the Hirer must ensure the provider has their own public liability cover as the Village Hall insurance does not insure their liabilities.

B. In cases of commercial hire where Ingham Village Hall does not insure the liabilities described in sub-clauses 11(A) (2.) and (3.) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Bookings Secretary. Failure to produce such policy and evidence of cover will render the hiring void.

The Trustees of the Village Hall are insured against any claims arising out of their own negligence.

12. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the Bookings Secretary immediately and complete the relevant section in the accident book which is kept at the First Aid point in the Kitchen. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury may need to be reported in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Bookings Secretary will advise.

13. Explosive and flammable substances

The Hirer shall ensure that:

- i Highly flammable substances are not brought into, or used, in any part of the Village Hall.

- ii No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Bookings secretary. No decorations are to be put up near light fittings or other source of heat.
- iii No pyrotechnic device (including fireworks and Chinese lanterns) is ignited or used at the Village Hall or on the recreation ground.

14. Heating

The Village Hall is heated by LPG and the meter takes £1.00 coins and is situated in the lobby next to the toilets. Instructions on how to use the heaters are given.

The Hirer shall ensure that no unauthorised heating appliances shall be used in the Village Hall without the consent of the Bookings Secretary. Portable Liquefied Propane Gas (LPG) or similar heating appliances must not be used.

15. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that care is taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either in the Village Hall or its immediate vicinity. Care should be taken to avoid disturbance to neighbours of the Village Hall. No illegal drugs may be brought into the Village Hall.

16. Animals

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

17. Activities for children and vulnerable adults

The Hirer shall ensure that any activities for children comply with the provisions of The Children Act 1989 (as amended) or any other relevant legislation applicable to their particular hire.

The Trustees have a Children and Vulnerable Adults Protection Policy with which Hirers for events and activities involving children will need to comply. This is available on request from the Bookings Secretary.

Hirers, other than those hiring for private functions such as parties, will need to satisfy the Bookings Secretary of their policies with regard to the protection of children and vulnerable adults and to undertake or supply copies of Criminal Record Bureau checks as appropriate. The Trustees can offer further guidance on use of the Village Hall for children. This is available on request from the Bookings Secretary.

18. Sales of goods

The Hirer shall, if selling goods at the Village Hall, comply with Fair Trading Laws and any code of practice used in connection with such sales.

19. Payment of hire fees

The Hirer shall pay a deposit as stated by the Bookings Secretary within 7 days of confirmation of the booking. The balance is payable 14 days before the event.

20. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and a replacement booking cannot be secured then the question of payment or the repayment of the hire fee shall be at the discretion of the Bookings Secretary. Deposits are not normally refunded when bookings are cancelled within 30 days of the event. The Trustees reserve the right to cancel a booking by written notice to the Hirer in the event of:

- i the Trustees 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 Village Hall as a result of this hiring;
- ii the Village Hall becoming unfit for the use intended by the Hirer;
- iii an emergency requiring the use of the Village Hall for the community such as an emergency shelter;
- iv when the Village Hall is required for use as a Polling Station.

21. End of hire

The HIRER shall be responsible for leaving the Village Hall and surrounding area in a clean and tidy condition, securely locked unless directed otherwise. All damage and breakages will be charged to the Hirer. Any contents temporarily removed from their usual positions should be replaced otherwise the Trustees shall be at liberty to make an additional charge. The key should be returned to the Bookings Secretary as arranged. All equipment, appliances and any other items brought into the Village Hall shall be removed at the end of the hiring unless agreed with regular hirers.

22. 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. Amplified music is only allowed within the hall and must cease at a time determined by the licensing authority (check with the Bookings Secretary for details).

23. Stored equipment

Ingham Village Hall and its Trustees accept no responsibility for any stored equipment or other property brought into or left at the Village Hall and all liability for loss or damage is hereby excluded.

24. No alterations

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

25. No rights

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

26. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

27. Smoking

No smoking is allowed in the Village Hall. The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the Village Hall.

28. Location of furniture and equipment

The Hirer must return all furniture and equipment (including that provided in the kitchen) to the location in which it was found at the start of the hire period. The Trustees organise the Village Hall (including the stores and the kitchen) for the convenience and safety of all users and whilst the Hirer may make use of the facilities and equipment as reasonably required it is essential that everything is securely and safely re-instated to its original location before leaving the Village Hall, otherwise a charge to cover the cost of re-instatement could be incurred.

29. Footwear

The Hirer shall ensure that no dark soled rubber footwear shall be worn for sporting activities in the Village Hall. No studded boots to be worn in the hall.

30. Power supply

The Hirer should note that the electricity supply to the Hall is fitted with a Multi Residual Current Device (safety switch) In the event of a power failure a check should be made to see which of the RCD's has been activated. If one has, switch off all electrical appliances as one has probably developed a fault. The Multi RCD can then be re-activated and the power restored.

31. Special Conditions

WHEN THE HALL IS USED FOR A FUNCTION WHERE ALCOHOL IS SERVED A REFUNDABLE CASH DEPOSIT OF £50.00 IS REQUIRED. FOLLOWING THE EVENT THIS DEPOSIT IS RETURNABLE IN FULL OR PART THEREOF AFTER INSPECTION OF THE HALL BY A VILLAGE HALL REPRESENTATIVE IN THE PRESENCE OF THE HIRER.

HIRERS PLEASE NOTE THAT BOUNCY CASTLES MAY BE USED FOR CHILDRENS' ENTERTAINMENT BUT NOT INSIDE THE VILLAGE HALL AND THERE WILL BE AN EXTRA CHARGE OF £10. FOR ELECTRICITY.

THE VILLAGE HALL COMMITTEE WILL PROVIDE THE HIRER WITH ONE RUBBISH SACK FREE OF CHARGE. BAGS IN EXCESS OF THIS NUMBER WILL COST £3.00 EACH. PLEASE TAKE AWAY BOTTLES, CANS AND CARDBOARD FOR RECYCLING.

THE BOOKINGS SECRETARY MAY, AS A CONDITION OF HIRE, SPECIFY ADDITIONAL CONDITIONS WHICH WILL BE NOTIFIED TO THE HIRER IN WRITING AND AGREED BEFORE THE BOOKING IS CONFIRMED.