**ERPINGHAM WITH CALTHORPE VILLAGE HALL**

**TERMS AND CONDITIONS OF HIRE OF THE VILLAGE HALL**

1. **Definitions**
2. Management Committee: Erpingham with Calthorpe Village Hall Management Committee
3. Premises/The Hall: Erpingham with Calthorpe Village Hall, Car Park and Grounds
4. Hirer: Responsible Hirer named on the Booking Form
5. Bookings Manager: The person responsible for bookings at Erpingham with Calthorpe Village Hall
6. **Age**

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge, both off 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.

1. **Conditions of Hire**

* All applications for the hire of the building must be sent to the Bookings Manager.
* The person named on the booking form shall be considered the Hirer.
* Where an organisation is named, the person signing the Booking Form hereby confirms that they do so with full authority of the organisation.
* The hiring charges shall be those shown on the booking form and determined by the Management Committee.
* The hirer shall pay a deposit of at least one-third of the cost of their booking. and must be paid at the time of application and no engagement will be booked until this has been received.
* Regular hirers to pay the invoice in full within 21 days from the date of the invoice.
* In the event of cancellation less than 14 days before the engagement, the Management Committee will retain the deposit.
* The Management Committee may refuse any application for the hire of the building without stating a reason.
* The hire of the building is for the specific agreed times shown on the booking form and does not entitle the Hirer to use or enter the premises at any other time.
* The building shall only be used for lawful activities. The Management Committee does not represent that the building is suitable for any particular purpose and the Hirer must satisfy themselves in this respect.
* The Hirer shall not sublet the building or any part thereof.
* The maximum number of persons allowed in the building at any one time is 100.
* The Management Committee reserve the right to cancel any booking, by giving ten days’ notice in writing, and will refund any monies that have been paid. The Committee will not be liable or responsible for any other costs incurred by the Hirer.
* Any breakages or damage to the interior or exterior of the hall are the responsibility of the Hirer during the period of the hire and during any set-up or clear up. An invoice for any such damage will be billed to the hirer.
* The Hirer must not put up and decorations in a way that would damage the structure or décor of the hall, inside or outside. An invoice for any such damage will be billed to the hirer.

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;
* 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.

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As directed by the Bookings 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.

1. **Use of premises**

The Hirer shall not use the premises (including the car park) 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 or unsuitable 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.

No Ball Games, roller skating, skate boarding, cycling or scooter riding is permitted inside the hall.

1. **Licences and Legislation**

(a) The Hall does not have a [licence](http://licensing.breckland.gov.uk/PAforLalpacLIVE/1/LicensingActPremises/Search/2611/Detail?LIC_ID=9333) for the sale of alcohol.  The Hirer, with the prior agreement of the Trustees must apply for and pay for an alcohol licence and shall be responsible for the sale, supply or consumption of alcohol in accordance with that licence and with any restrictions imposed by the Trustees.

(b) Without such agreement, the Hirer must not sell or supply alcohol in a manner which would require a licence.

1. ​**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 part of the premises including the curtilage thereof or the contents of the premises

(ii) all claims, losses, damages and costs made against or incurred by the village hall management committee, 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

(iii) all claims, losses, damages and costs made against or incurred by the village hall management committee, 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, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the village hall management committee and the Village Hall’s employees, volunteers, agents and invitees against such liabilities.

(b) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The village hall shall claim on its insurance for any liability of the Hirer here-under but the Hirer shall indemnify and keep indemnified each member of the village hall Management Committee and the village hall’s 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.

(c) Where the Village Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) 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 Village Hall booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Village Hall booking Secretary to rehire the premises to another Hirer.

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The Village Hall is insured against any claims arising out of its own negligence.

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**6. 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.

**7. Film and Music**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film. This Agreement confers the required permission on you.

These Premises are licensed with the Performing Rights Society for the performance of copyright music, controlled by that society.

These premises are licensed with Phonographic Performance Ltd (PPL) and performing Right Society (PRS) now known as PPL PRS for the use of recorded music controlled by these organisations including recorded music, live music, CDs, DVDs or other media.

**8. Safeguarding children, young people and vulnerable adults**

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. When requested, The Hirer shall provide the village hall management committee with a copy of their Safeguarding Policy and evidence that they have carried out relevant checks through the Disclosure and Barring Service (DBS).

**9. Public safety compliance**

The Hirer should be aware of the Fire Instructions for the Hall which are on display on the internal noticeboard. Hirers are responsible for informing event attendees of health and safety issues and providing information about safety procedures, Fire Exits etc. Any accident must be recorded in the Hall Accident Book to be found in the kitchen beside the first aid kit.

No Fire Exits may be blocked. Chairs or other obstructions must not be placed in corridors or fire appliances removed or tampered with, and fire doors must not be propped open.

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the hall’s Fire Risk Assessment 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.

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The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Management Committee.

**10. 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, ensure this is set at an acceptable level.

**11. Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall take all necessary steps to avoid

* violent or criminal behaviour
* excessive consumption of alcohol.
* illegal drugs being brought onto the premises.
* drunk and disorderly behaviour on the premises and its immediate vicinity.

by persons visiting the village hall during their period of hire.

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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 in accordance with the Licensing Act 2003.

**12. 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 are provided with a refrigerator.

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**13. Electrical appliance safety**

The Hirer shall ensure that all electrical appliances brought by them or their invitees to the premises and used there should have undergone and have a current Portable Appliance Test. Evidence of a PAT test to be visible and or available if requested by the Management Committee.

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Any damage caused to the Village Hall as the result of electrical appliances brought into the Village Hall shall be the responsibility of the HIRER. All trailing leads and extensions should be covered in a safety trunking, covered with a safety mat, or securely taped down.

**14. Stored equipment**

The Village Hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than equipment stored in agreement with the Management Committee) 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.

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

(a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.

(b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the village hall management committee disposing 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.

**15. Smoking**

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 premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire

**16. Accidents and dangerous occurrences**

Any failure of equipment belonging to the village hall or brought in by the Hirer must be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member of the village hall manager as soon as possible and complete the relevant section in the village hall’s accident book.

Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Management Committee will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

**17. Explosives and flammable substances**

The hirer shall ensure that:

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

**18. 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.

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**19. Animals**

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

**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 village 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**

The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

* the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
* the Village Hall management committee reasonably considering that:

1. such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
2. unlawful or unsuitable activities will take place at the premises as a result of this hiring
3. the premises becoming unfit for the use intended by the Hirer
4. 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.

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In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Village 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 village hall shall be at liberty to make an additional charge.

**24. No alterations**

No alterations or additions may be made to the premises. No fixtures may 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 Management Committee. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Village Hall any damage caused to the premises by such removal.

**25. No Rights**

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

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