

BREDFIELD VILLAGE HALL HIRING AGREEMENT

STANDARD TERMS AND CONDITIONS FOR HIRE

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

1. Age

The Hirer, not being a person under 18 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.

2. 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 Booking Secretary, 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.

3. Use of premises

The Hirer shall not use the premises for any purpose other than that declared at the time of hiring 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.

4. 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.

5. Licensable activities

The Hall holds a Performing Right Society Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. The Hall does not hold a Television Licence to permit watching or recording programmes as they are being shown on TV on any channel, live on an online TV service, downloading or watching BBC programmes on iPlayer. Some devices can be powered solely by their own internal batteries and a home TV Licence will usually cover use of these devices away from home. It is the responsibility of the Hirer to ensure that they comply with the regulations on watching television programmes away from a user's home.

The Hall holds a Premises Licence PREM 2120 that covers the sale or supply of alcohol provided that one of the Hall's Management Committee is present and acting as the Licensee. Otherwise the hirer will need to apply for a Temporary Event Notice (TEN) to be able to sell alcohol. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence.

6. Public safety compliance

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.

(a) The Hirer acknowledges that they have received advice or 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.
- 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.

(c) Competent attendants or stewards shall be on designated to ensure that safe conditions are maintained in the premises. These attendants or stewards shall be specifically instructed as to their responsibilities in the event of fire and other emergency. The minimum number of stewards present when members of the public are present shall be:

Up to 100 persons	2 stewards
For each addition 50 persons	1 steward

Stewards are to be responsible for taking action on discovering a fire, by:

- i. raising the alarm and calling the Fire Brigade
- ii. operation of fire-fighting equipment
- iii. evacuation of the public

7. Means of escape

(a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

(b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

8. Outbreaks of fire

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

9. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular any dairy products, vegetables and meat on

the premises must be refrigerated, handled and stored in compliance with the Food Safety and Hygiene Regulations (England) 2013 and EC Regulation 852/2004. The premises are provided with a refrigerator and freezer.

10. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

11. Insurance and indemnity

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 in respect of damage or loss of property 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 as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- (iv) the cost of cleaning due to the failure of the Hirer to adequately clean and restore the Hall to an acceptable condition

The Village Hall takes out adequate insurance to insure the liabilities for damages to the Premises or its Contents to £1,000,000 for any one claim described in sub-clauses (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (ii) and (iii) above. The Village Hall shall claim on its insurance for any liability of the Hirer hereunder 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. There is no cover for the Hirer's liabilities arising from bouncy castles, inflatables or contact sports.

Where the Village Hall does not insure the liabilities described in sub-clauses (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall provide a copy of their insurance policy 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.

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

12. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of the Village Hall Management Committee via the Secretary as soon as possible and complete an Accident Report Form to be found in the rack in the foyer.. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported in the Hall's Accident Report Form. Certain types of accident or injury must be reported on a special form to the local authority. The Village Hall Secretary will give assistance in completing this

form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

13. 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 without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

14. 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 Petroleum Gas (LPG) heating appliances shall not be used.

15. 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. The Hall supports the Challenge 25 Scheme and there is a Challenge 25 Record of Refusals sheet available in the bar.

16. Animals

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

17. Compliance with the Children Act and Vulnerable Persons Act

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 Safeguarding Vulnerable Groups Act 2006 that only fit and proper persons who have passed the appropriate Disclosure and Barring Service Checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Village Hall committee with a copy of their DBS check and Child Protection Policy on request.

18, 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 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.

19. 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. Further detail can be obtained from the Village Hall Secretary on application.

20. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Village 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 Village Hall Management Committee. The Management Committee 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 premises being required by a resident of Bredfield or its environs for use after a funeral.
- (c) the Village 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
- (d) the premises becoming unfit for the use intended by the Hirer
- (e) 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 Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

21. 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.

The Hirer may request contact details for the Hall's Cleaner and arrange with them direct for cleaning after an event. Payment should be made direct to the Cleaner with a minimum charge for 2 hours work.

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.

The Hirer should consider the noise level from playing loud live or disco music in the Hall in nearby homes to avoid nuisance to them. The statutory permitted noise levels reduce after 11 p.m. at night.

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

- (a) In respect of any stored equipment, failure by the Hirer either to pay any storage charge due 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 purpose 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 terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

24. Play Area and Tennis Courts

The Play Area equipment is available for use by Hirers without charge. The Hirer should respect its use by other members of the public and the need to minimise disturbance to the residents of the adjoining houses.

The Tennis Courts may only be used by payment of an annual household fee or hourly charge to the Village Hall. Details for using them are displayed on the notice board by the courts. The charges for 2018/19 are £30 for the use of one court from April to March and £5/hour for the use of one court. The use of one court is reserved on Tuesday mornings and Thursday afternoons.

25. 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 Booking Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall Management Committee 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 Hall or, if any damage caused to the premises by such removal.

26. No rights

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

27. 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.

28. Maximum numbers

The number of people that can be accommodated on the premises is:

Seated at tables	110
Dancing and tables	100
Standing / Dancing only	240
Closely seated	120

29. Permitted Hours

The Village Hall has a Premises Licence for Licensable Activities of the indoors performance of a play, live music, recorded music, dance or a holding an indoors sporting event from:

Monday to Friday	10.00am until 12.00 midnight
Saturdays	10.00am until 11.45pm
Sundays	12.00 noon until 10.30pm
New Year's Eve	10.00am until 00.30 am

Alcohol may be supplied for consumption on the premises on Monday to Sunday from 12.00 noon to 12.00 midnight and until 00.30am on New Year's Eve