

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

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 and hazardous situations.

2. Use of the premises

The Hirer shall not use the premises 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 premises for any purpose other than that described in the Booking Form 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 the proper written permissions.

3. 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.

4. Performing Rights Licence

The premises 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 premises, 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 observance of the same. Information is available from the Licensing Department of North Norfolk District Council.

6. Public safety compliance

- (i) The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the New Victory Hall's Fire Risk Assessment and Health and Safety Policy. The Health and Safety Policy is available to Hirers on the web site www.victoryhall.info or on request from the Bookings Secretary. A copy is displayed in the premises.
- (ii) Before using the hall the Hirer must read and comply with the information and requirements contained in the leaflet "Evacuation Procedures in the Event of an Emergency" attached as Appendix 2 of the Health and Safety Policy and also displayed in the premises.
- (iii) 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 in the premises.

7. Means of escape

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

8. Outbreak of fire

The Fire Service shall be called to any 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 hall and it is the Hirer's responsibility to ensure they are adequate for the purpose of hire.

10. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used therein shall be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

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 part of the premises including the curtilage thereof or the contents of the premises. The replacement cost of many of the smaller items of crockery provided in the kitchen facility are displayed on the website www.victoryhall.info
- (ii) all claims, losses, damages and costs made against or incurred by the New Victory 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 premises (including the storage of equipment) by the Hirer, and
- (iii) all claims, losses, damages and costs made against or incurred by the New Victory Hall, its Trustees, 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 11(B), the Hirer shall indemnify and keep indemnified accordingly the New Victory Hall, its Trustees, employees, volunteers, agents and invitees against such liabilities.

B)

- (i) **The New Victory Hall has insurance to insure the liabilities described in sub-clauses 11(A)(i) above and may, at its discretion, in the case of non commercial hirers, insure the liabilities described in sub-clauses 11(A) (ii) and (iii) above.** The New Victory Hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified the New Victory 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.

- (ii) 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 New Victory Hall insurance does not insure their liabilities.
- C) **In cases of commercial hire where the New Victory Hall does not insure the liabilities described in sub-clauses 11(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 Bookings Secretary. Failure to produce such policy and evidence of cover will render the hiring void.

The Trustees of the New Victory 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 premises 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. Explosives and flammable substances

The hirer shall ensure that:

- (i) Highly flammable substances are not brought into, or used, in any part of the premises.
- (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 sources of heat.

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 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 on the premises or in its immediate vicinity. Care should be taken to avoid disturbance to neighbours of the hall. No illegal drugs may be brought onto the premises.

16. 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 by the Bookings Secretary. No animals whatsoever are to enter the kitchen at any time.

17. Activities for children and vulnerable adults

- (i) 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.

- (ii) 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 or at www.victory.hall.info.
- (iii) 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.
- (iv) The Trustees can offer further guidance on use of the premises for children. This is available on request from the Bookings Secretary or at www.victory.hall.info.

18. 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.

19. Payment of hire fee

The Hirer shall pay as deposit £25 per single or block booking or in case of functions and weddings £50 within 7 days of confirmation of the booking. **This deposit will be refunded on satisfactory completion of the booking. The balance is payable 7 days before the event unless specifically agreed otherwise with the Bookings Secretary.**

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 the 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 reserves the right to cancel a booking by written notice to the Hirer in the event of:

- (a) 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 premises as a result of this hiring
- (b) the premises becoming unfit for the use intended by the Hirer
- (c) an emergency requiring use of the premises for the community such as emergency shelter.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Trustees 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, securely locked unless directed otherwise. All damage and breakages will be charged to the Hirer. Any contents including furniture temporarily removed from their usual positions must be properly replaced, otherwise the Trustees shall be at liberty to make an additional charge. The key must be returned within 24 hours or as arranged with the Bookings Secretary. All equipment, appliances and any other items brought into the premises shall be removed at the end of the hiring.

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.

23. Stored equipment

The New Victory Hall and its Trustees accept 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.

24. No alterations

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

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.

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 on the hall premises. 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. Equal Opportunities

The Hirer shall comply with the Trustees' Policy on Equal Opportunities which is available on request from the Bookings Secretary or at www.victory hall.info

29. Computer Security

The Hirer must comply with the Trustees' Computer Security Policy in connection with any use of I.T. equipment belonging to the premises. This is available on request from the Bookings Secretary or at www.victory hall.info

30. 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 premises (including the stores and 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 premises, otherwise a charge to cover the cost of re-instatement could be incurred.

SPECIAL CONDITIONS

The Bookings Secretary may as a condition of hire specify additional conditions. These (if any) will be notified to the Hirer in writing and agreed before the booking is confirmed.