

These standard conditions apply to all hiring of the New Victory Hall, Neatishead, NR12 8AD and they form part of the Agreement for hire between the Trustees of The 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 in this document, please consult the Bookings Secretary.

Definitions

In these conditions the following wording shall have the meaning next to it.

Booking Confirmation	the notification issued by the Bookings Secretary to confirm the booking
Booking Form	the form hiring the Premises to be signed by the Hirer
Bookings Secretary	the person appointed from time to time by the Trustees to deal with the hiring of the Premises
HSP	the Health and Safety Policy dated March 2010 and any amendments or updates laid down by the Trustees in respect of the use of the Premises
Hire Fee	the cost laid down from time to time by the Trustees for hiring the Premises
Hirer	the person or organisation who is hiring the Premises and any person purporting to act with his or her authority and under his or her control (and in the case of an organisation, the person who signs the Booking Form on its behalf is deemed to have the authority of such organisation to do so)
Premises	The New Victory Hall at Neatishead which shall where the context permits include the Buildings, fixtures, fittings and the contents belonging to the Trustees and the grounds, car park and entrance access or any part thereof
Trustees	The Trustees appointed in accordance with the Constitution of The New Victory Hall at Neatishead
Website	www.victoryhall.info

1. Supervision

The Hirer shall, during the period of the hiring, be responsible for the supervision of and behaviour of all persons using the Premises and all activities carried out thereon.

2. Use of the premises

The Hirer shall not

- i. use the Premises at any one time for any number of persons (including staff, volunteers and performers) greater than that stated in the Booking Confirmation
- ii. use the Premises for any purpose other than that described in the Booking Form
- iii. sub-hire the Premises, share the use with any person or organisation who is not named as the Hirer

- iv. use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- v. do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof
- vi. allow the consumption of alcohol thereon without the proper written permissions.

3. Deposits and payment of Hire Fee

- a) The Hirer of regular or block bookings shall make payment within 14 days of receipt of a monthly/quarterly invoice. Hirers for regular or block bookings may not, at the Trustees' discretion, have to pay a deposit.
- b) Payment for all other bookings shall be made in advance. The Hirer shall pay a booking deposit of 25% of the Hire Fee per single booking to secure the date. Payment of the balance shall be paid no later than 14 days prior to the date of the hiring. Payment in full shall be due at the time of confirmation for any bookings made within 14 days of the event.
- c) A damage and breakage deposit of £100 shall be paid for all functions, parties and weddings and shall be paid with the balance of the Hire Fee. This will be returned within 7 days after the hiring provided the Premises have been left clean, tidy and in good order and there has been no damage or breakage in the event of which the cost (in the reasonable opinion of the Bookings Secretary) of rectifying or replacing such matters shall be deducted. If the cost of any damage or breakage is greater than the deposit, the additional cost will be charged to the Hirer (see clause 5). If any repairs are necessary these shall only be carried out by the Trustees' own contractor.

4. Cancellation

- a) If the Hirer cancels a booking (including a single booking within a block booking) and the Trustees are unable to secure a comparable replacement booking, the payment of the Hire Fee shall be as follows:-
 - i. Cancellation within 14 days of the date of booking – 100% of charges owed.
 - ii. Cancellation between 15 and 30 days of date of booking – 25% of charges owed.
 - iii. Cancellation with more than 30 days notice – no fee charged and booking deposit refunded.
 - iv. A hirer with a regular or block booking shall give 60 days notice to terminate the block booking during which time the Hire Fee will be due .
- b) In the event of cancellation due to bad weather, the payment of the Hire Fee shall be at the discretion of the Trustees.
- c) 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 Premises as a result of this hiring
 - ii. the Premises being required for use as Polling Station.
 - iii. the Premises becoming unfit for the use intended by the Hirer
 - iv. 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.

5. Insurance and indemnity

a) **The Hirer** shall be liable for and indemnify and keep indemnified each member of the **Trustees** (which expression for the purpose of this clause shall where appropriate include its volunteers, employees, agents and invitees) against:

- i. the cost of repair of any damage howsoever arising to any part of the Premises to a maximum of £250
- ii. all claims, losses, damages and costs in respect of any damage loss or injury to any person or property or as a result of any nuisance caused to a third party

arising out of the use of the Premises by the Hirer and the Hirer shall maintain insurance covering the liabilities in (ii) in such sum as the Trustees shall from time to time prescribe and shall if required produce evidence of valid cover to the Bookings Secretary PROVIDED THAT the Trustees may, at their discretion waive this requirement in respect of all or some of the above liabilities.

b) Trustees may (and in the event of exercising the waiver in accordance with the proviso above, shall) maintain its own insurance (details of which are available from the Bookings Secretary) in respect of the liabilities in clause 5 a) and in the event of any risks occurring shall claim on such insurance PROVIDED THAT the Hirer shall be liable for, and pay on demand, any:

- i. excess (in case of Premises over £250) imposed by the insurance company.
- ii. difference between the amount of claim and the monies received under the insurance policy

c) Details of the Trustees insurances' referred to in the clause 5 can be obtained from the Bookings Secretary and the Hirer is deemed to have full knowledge of them when hiring the Premises.

6. Gaming, betting and lotteries

The Hirer shall do nothing, on or in relation to the Premises, which contravenes the laws relating to gaming, betting and lotteries.

7. Performing Rights Licence

The Premises have 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 shall obtain the relevant licence. The Premises also have a TV licence.

8. Licences for sale or consumption of alcohol.

Applications to sell alcohol on the Premises must prior to application to North Norfolk District Council be agreed in writing with the Bookings Secretary at the time of booking as only a limited number of licensed events are permitted in each calendar year. If approved, it is the responsibility of the Hirer to apply to North Norfolk District Council and pay for a 'temporary events notice' (TEN). The Hirer is responsible for observing the conditions of the TEN.

9. Public safety compliance

The Hirer

- i. 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 HSP. The HSP with its

appendices is available to Hirers on the Website or on request from the Bookings Secretary. A copy is displayed in the premises.

- ii. shall, before using the Premises, be deemed to have read and agrees to comply with the terms of the HSP.
- iii. has legal duties with regard to the safety of those persons assisting and/or attending the event. Guidance outlining these duties is provided as Appendix 3 of the HSP and is also displayed in the Premises.
- iv. The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Bookings Secretary.

10. 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.

11. Smoking

The hirer shall ensure that no smoking is allowed within the hall buildings.

12. 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 for the Hirer to satisfy him or herself the facilities are adequate for the purpose of hire.

13. 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 and/or any other appropriate regulations or legislation.

14. Explosives and flammable substances

The hirer shall not :

- i. bring or use flammable substances and naked flames inside the Premises with the exception of tea lights in suitable containers.
- ii. erect internal decorations without the consent of the Bookings Secretary. No decorations are to be put up near light fittings or other sources of heat.
- iii. use BBQs on the Premises except outside of the building and then only with the prior written agreement from the Bookings Secretary.

15. Heating

The Hirer shall not bring on to, or use additional heating, on the Premises without the prior written consent of the Bookings Secretary. Portable Liquefied Propane Gas (LPG) or similar heating appliances must not be used inside.

16. Noise

The Hirer shall use reasonable endeavours to ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

17. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall use reasonable endeavours to avoid excessive consumption of alcohol. Drunk and disorderly behaviour is not 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 shall be brought on to the Premises.

18. Animals

The Hirer shall not bring or allow to be brought animals (including birds) except guide dogs onto the Premises other than for a special event agreed by the Bookings Secretary. No animals whatsoever are to enter the kitchen at any time.

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.

20. Stored equipment

The Hirer may only store equipment or other property at the Premises with prior written agreement of the Trustees. The Trustees accept no responsibility for any stored equipment or other property belonging to a Hirer brought on to or left at the Premises, and all liability for loss or damage is hereby excluded.

21. Alterations, decorations and dry ice/smoke machines

- i. No alterations or additions may be made to the Premises nor may any fixtures be installed or notices, placards, decorations, balloons or other articles be attached in any way to any part of the Premises without the **prior written** approval of the Bookings Secretary. Sellotape and drawing pins must not be used as they will cause damage.
- ii. Dry ice or smoke machines cannot be used in premises as they set off the smoke detectors.

22. Dangerous and unsuitable performances

The Hirer shall not stage or allow to be staged any performances involving danger to the public or of a sexually explicit nature.

23. Activities for children and vulnerable adults

- a) The Hirer shall comply with the provisions of The Children Act 1989 (as amended) or any other relevant legislation applicable to activities relating to or involving children.
- b) The Hirer shall comply with the provisions of The Children and Vulnerable Adults Protection policy set down by the Trustees for events and activities involving children. This is available on request from the Bookings Secretary or on the Website and the Hirer shall be deemed to have full knowledge of its details.
- c) 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.

24. Equal Opportunities

The Hirer shall comply with the Trustees' Policy on Equal Opportunities which is available on request from the Bookings Secretary and on the Website.

25. Computer Security

The Hirer shall 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 and on the Website.

26. End of hire

The Hirer shall leave the Premises and surrounding area in a clean and tidy condition, all refuse removed to external bins, all electrical appliances turned off unless directed otherwise and, if a key holder, securely closed. If not a key holder, the Hirer must remain at the premises until the Trustees' representative arrives to secure the building. Any damage and breakages will be charged to the Hirer (see clause 3c). Any contents including furniture temporarily removed from their usual positions must be returned to the location in which they were found at the start of the hire, otherwise the Trustees shall be at liberty to make an additional charge. The key (if one is issued) must be returned within 24 hours to 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.

27. No rights

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

28. Special Conditions

A. The following clause, is a Special Condition of Hire for all regular Hirers (weekly / fortnightly / monthly / seasonal or term time) or block bookings.

The Hirer shall when requested to do so by the Bookings Secretary and subject to the sub-clauses below make way for other Hirers on an occasional basis.

- i. The request to accommodate a special booking will be given to the Hirer by the Bookings Secretary. Such request shall normally only be made if it is considered by the Bookings Secretary to be in the wider interest of the community and/or hall. *The Bookings Secretary shall consult with the Chairman or other Trustees if guidance is needed. The situation will be monitored by Trustees as a standing item in the Bookings Secretary's report.*
- ii. Notice of not less than 60 days shall be given for any such request.
- iii. The Bookings Secretary shall endeavour to ensure that requests to give up bookings are not made on consecutive booking dates. *(A minimum of 60 days (weekly bookings) or 90 days (monthly bookings) is suggested between any dates so as not to be detrimental to The Hirer in the long term).*
- iv. The Hirer shall not be required to give up a booking for more than 10% (rounded up to the nearest whole number) of the bookings made in a calendar year.
- v. The Bookings Secretary shall take into account the effect of a Public Holiday on such requests.
- vi. Where the Hirer can identify commitments (e.g. booked speakers, published league fixtures, performance dates, competition rehearsal dates, etc) it is accepted that these will be amongst the dates the Hirer will not be able to meet any 'special' request to give up their booking.
- vii. The Parish Council is exempt from these arrangements due to the statutory need to publish their meeting dates with other agencies.

- viii. When the Hirer gives up a booking, the booking fee shall not be charged and if an alternative date can be found within 30 days of the released booking, this will be at 50% of normal hire rate.
- ix. Trustees shall reimburse a displaced Hirer with any reasonable costs incurred by them as a consequence of the cancellation.
- x. The Hirer signing the current booking form has the final decision on whether to agree to any particular request. However, in the booking year as a whole, the Hirer must contribute to meeting the requirements for 'special' requests if they arise within the parameters of these proposals.

B) The Trustees or their representative, 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.

GUIDANCE FOR THE HIRER/PERSON RESPONSIBLE.

A Caretaker is not present on the Premises. As the Hirer and responsible person for the event/function, you have legal duties with regard to the safety of those persons assisting or attending the event. A contact list for assistance is displayed on the main door. There is no telephone in the building.

Before the event you should be aware of:-

- What fire protection systems are available.
- How a fire will be detected.
- How people will be warned if there is a fire.
- How evacuation of the building should be carried out including arrangements for those identified as being especially at risk such as those with disabilities or children.
- Where people should assemble after they have left the building and procedures for checking everybody has evacuated the building.
- Arrangements for fighting a fire.
- How fire and rescue services and any other services will be called.
- Procedures for meeting the fire and rescue services on their arrival.
- Limitation on numbers of people.
- Checking all fire escape routes are clear of obstruction.

At the start of an event you should notify all present about :-

- The smoking policy.
- The Fire alarm sounds as a continuous bell.
- Location of exits and escape routes.
- Taking only valuables immediately to hand and not to go to collect other belongings.
- Not leaving items on the floor that could cause obstruction e.g. handbags.
- The location of the Assembly Point.
- What will happen after an evacuation.

During an event, you should ensure that:-

- Escape routes and exits do not become obstructed.
- The No Smoking policy is adhered to.
- No naked flames are started (unless authorised).
- Rooms do not become overcrowded.
- Permitted numbers are not exceeded.
- Noise levels cannot drown out the need for emergency announcements.
- You are aware of the disabled call alarm in the disabled toilet.

AT THE END OF THE HIRING, YOU SHOULD ENSURE THAT:-

- The Premises are left clean and tidy and equipment is returned to its correct position / storage area.
- All rubbish and items brought onto the Premises are taken away.
- All heaters including water heaters and cookers are turned off.
- All electrical appliances are turned off and unplugged.
- All lights not required for security reasons are turned out.
- All internal doors are closed.
- All exits to the Premises are locked/secured and the key (if issued) is returned as arranged with the Bookings Secretary.
- Regular users should keep their key and alarm code secure.

The information to assist in the above is contained in the leaflet "Procedures for Evacuation in an Emergency" within the Hall's Health and Safety Policy, which is available at www.victoryhall.info and is also displayed in the Hall.