
STANDARD CONDITIONS OF HIRE

These standard conditions apply to all hiring of The Victory Hall. These conditions form part of the Agreement for hire between the Victory Hall Management Committee (referred to as VHMC) and the person who has signed the Booking Form (referred to as the Hirer). The premises is the Victory Hall. If the Hirer is in any doubt as to the meaning of any of the following, the Booking Secretary should immediately be consulted.

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.

2. **Use of 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 VHMC holds 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 hold the relevant licence or that the VHMC holds it.

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 VHMC's Fire Risk Assessment and Health and Safety Policy. The Health and safety Policy is issued to Hirers on the first booking of the premises and a copy is also kept at the First Aid Point in the Kitchen.

(ii) The Hirer must read before using the hall 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 attached as Appendix 3 of the Health and Safety Policy.

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 battery and will automatically come into use if electricity supply fails. It illuminates the Emergency Exit routes.

8. Outbreak of fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the 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. The facilities for food preparation are limited at the hall and it is the Hirer's responsibility to ensure they are adequate for the purpose of hire. The premises are not provided with a refrigerator or thermometer.

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
- (ii) all claims, losses, damages and costs made against or incurred by the VHMC, 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 VHMC, 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 11(B), the Hirer shall indemnify and keep indemnified accordingly each member of the VHMC and the VHMC's employees, volunteers, agents and invitees against such liabilities.

B) (i) **The VHMC 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 VHMC shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the VHMC and its 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 operates on a commercial basis, then the Hirer must ensure the provider has their own public liability cover as the VHMC insurance does not insure their liabilities.

C) **In cases of commercial hire where the village 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 Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void.

The VHMC 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 the Secretary of the VHMC immediately and complete the relevant section in the VHMC's 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 Booking 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 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 Propane Gas (LPG) 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 VHMC. 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 VHMC has a child protection policy which Hirers for events and activities involving children will need to comply. This will be issued to Hirers where events include children.
- (iii) Hirers, other than those hiring for private functions such as parties, will need to satisfy the VHMC 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 VHMC has further guidance on use of the premises for children which will be made available for bookings for children's activities.

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 £5 per booked session within 7 days of confirmation of the booking. **The balance being payable 7 days before the event unless specifically agreed otherwise with the Booking Secretary.**

20. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the VHMC is unable to conclude a replacement booking, the question of the payment or the repayment of the hire fee shall be at the discretion of the VHMC. The VHMC does not normally refund deposits cancelled within 30 days of the booking. The VHMC reserves the right to cancel a booking by written notice to the Hirer in the event of:

- (a) the VHMC 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 VHMC 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. Any contents including furniture temporarily removed from their usual positions must be properly replaced, otherwise the VHMC shall be at liberty to make an additional charge. The key must be returned within 24 hours or as arranged with the Booking 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 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.

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 Booking 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 VHMC's Policy on Equal Opportunities which is included in the Management Handbook retained at the premises or on request from the Booking Secretary.

29. Computer Security

The Hirer must comply with the VHMC Computer Security Policy in connection with any use of I.T. equipment belonging to the VHMC. This is available from the Booking Secretary when relevant to a hiring or on request.

SPECIAL CONDITIONS

The VHMC 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.