

## Appendix 4 Conditions of hiring.

Information sheet to be given to all hirers. Each page to be signed and dated by the hirer and returned to the booking clerk.

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### **The Hirer must be over the age of 21.**

#### **The hirer is responsible for ensuring that:-**

1. the hall is only used for the purpose stated on the hiring agreement..
2. the premises are left in the condition in which they were found.
3. all users/guests are familiar with the Ringshall Village Hall:
  - a) Fire regulations, the location of fire exits, the operation of the fire evacuation doors and fire safety plan, a copy of which is posted on the notice board in the entrance hall.
  - b) Health and Safety Policy and for reporting, to the letting agent, any accidents, incidents, and broken or defective equipment. A copy of the Health and Safety Policy is kept in the kitchen.
4. only the trolleys provided are used to move around chairs and tables. The chairs and tables must be returned to the store cupboard and stacked neatly, having been wiped down at the end of the hiring.
5. good order and decent behaviour is maintained on the premises at all times. They shall not allow lewd, obscene, indecent, discriminatory or abusive behaviour to occur on the premises. They shall not allow any material of an obscene, indecent, discriminatory or abusive nature to be brought onto, distributed or promoted on the premises in any form.
6. waste is segregated into the correct bin. The Hirer is responsible for ensuring the kitchen bins are emptied at the end of the hire period.

#### **Opening and Closing the village hall**

The village hall keys are kept in a keysafe to the right hand side of the front door. Please contact the booking clerk two days before your event to obtain the PIN for the safe. After locking up, the keys must be returned there immediately.

Alternatively the village hall will be opened for your hiring and will be closed for you at the time you have indicated.

Please ensure that any outside caterers and contractors are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Please telephone 07788 623187 in case of difficulty.

Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period.(not later than 23:30 hours) After 23:45 hours (unless the event is New Year's Eve) only those helping to clear up the village hall should be on the premises. Failure to comply with this will result in forfeiture of your deposit.

#### **Safety**

Smoking, including electronic devices, is prohibited in the Village Hall.

In the event of a fire, the village hall should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999.

The exact location of the fire exits and fire extinguishers must be noted before the village hall is occupied and the manner of opening Fire Doors should be made known to your guests.

#### **Location and Use of Fire Equipment for Hirers**

Fire extinguishers are located prominently in the village hall.

Break Glass fire call points are situated in the entrance lobby, on both sides of the main hall and in the main store room adjacent to the external door. A smoke and heat detector is located in the kitchen.

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Two fire exits are located in the main hall, both adjacent to the kitchen hatch.

The fire assembly point is on the grassed area at the front of the hall, near the flagpole.

The village hall's health and safety file is kept in Kitchen

A first aid box is located in Kitchen

### **Power Circuits/Heating**

The heating controls for the lobby and toilets are pre-set and should not be altered. Do not turn off any heaters, even if these areas are too hot, it will not make any difference for your event but will leave the hall cold for the next user.

### **Car Parking**

Lower Farm Road and Stowmarket Road must not be obstructed. The village hall car park will accommodate approximately 40 cars if they are parked sensibly.

Cars are not allowed on the grassed area/hall garden/playing field.

### **Consideration for Others**

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents.

Please do not use drawing pins or sellotape on the walls or other surfaces, use blu-tack if you need to put up notices or decorations. Do not fix decorations near light fittings or heaters.

Please leave the village hall clean and tidy and leave waste in the bins outside or take it home. In particular we ask you to ensure table tops are wiped clean before being stacked in the cupboard.

Please do not deposit bottles in the bottle bank after 22:00hrs. The noise will disturb local residents. The empty bottles should be taken away with you.

### **Music**

Any music must be played from the north end of the building only, i.e. the end of the building adjacent to the playing field. (the end farthest from the bar).

Amplification equipment is to be plugged into the two sockets located at the north end of the hall, one on each side, only. No other sockets are to be used. The Hirer is responsible for ensuring that no music, live or recorded, is played outside the hall. The Hirer is responsible for ensuring the doors and windows remain closed whenever music is being played and that the emergency exits are not blocked. The Hirer is responsible for ensuring that the noise level emanating from the premises remains at a reasonable level at all times and does not constitute a public nuisance. This will be limited to 95db when measured by standing inside the building, at the front window. The Management Committee will monitor the levels during your hire and will advise you if the volume needs to be reduced.

The playing of music or other noisy activities must cease by not later than 23:00 hours. This requirement is not negotiable and the committee will take steps ensure your compliance.

### **Faults/ Damage/ Comments**

Please report any faults or damage to the booking clerk as soon as possible so that they can be rectified quickly. The Management Committee welcome constructive comments or observations that you may have about your hire of the village hall.

### **Smoking**

Smoking, including e-cigarettes, is strictly prohibited in Ringshall Village Hall. Under current legislation it is an offence to smoke in public places and contravention can result in prosecution and a fine.

Please do not litter the grounds of Ringshall Village Hall with discarded cigarette ends. Special receptacles are provided adjacent to the front door and the rear kitchen door.

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### **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 Hall 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.

### **Use of Premises**

The Hirer shall not use the premises 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 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.

### **Consumption of alcohol**

No person under the age of 18 may drink alcohol on the premises under any circumstances.

Only disposable tumblers may be taken outside the hall.

Ringshall Village Hall is licenced for the sale of alcohol. The Management Committee accepts that the Hirer may wish to provide their own drinks for toasts and to welcome their guests to their event. For other drinks the Management Committee would expect the Hirer to patronise the village hall bar. The Hirer and the Booking Clerk must discuss their requirements prior to agreeing the hire of the hall. The Management Committee reserves the right to charge a corkage fee should the Hirer or their guests abuse this policy.

### **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.

### **Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority 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 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. (Include diagram of location when handing over keys.)
  - 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.
  - Only disposable glasses are to be taken onto the playing field.
- (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.

### **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) Escape routes and exits will be marked by permanently illuminated signs.

### **Emergency Vehicles**

The entrance to the car park is to be kept clear to allow unobstructed access for emergency vehicles.

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### **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.

### **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.

### **Indemnity**

- (a) 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) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs 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 (c) all claims, losses, damages and costs suffered 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.
- (b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Secretary to rehire the premises to another hirer.

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

### **Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to a member of the Village Hall management committee as soon as possible and complete the relevant section in the Village Hall's accident book. 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 must be reported on a special form to the local authority. The 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).

### **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.
- (c) Candles, tea lights and similar having a live flame are not permitted.

### **Heating**

The only adjustable heating/cooling is by means of the controllers located adjacent to the hall and kitchen doors. Individual units MUST NOT be turned off.  
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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### **Compliance with The Children Act 2004**

The Hirer is responsible for ensuring that where any activity involves children and young people, the Hirer fully complies with the requirements of The Children Act, 2004, with regard to DBS checks and safeguarding requirements. The Hirer shall provide the Management Committee with a copy of their safeguarding policy on request.

### **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.

### **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.

### **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. The Village Hall 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 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
- (c) the premises becoming unfit for the use intended by the Hirer
- (d) 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.

### **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.

### **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, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

### **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, at its discretion in any of the following circumstances, namely-

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- (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable 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 purposes 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 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.

### **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 Hall Secretary. 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 hall or, if any damage caused to the premises by such removal.

### **No Rights**

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

### **Capacity of Hall**

The maximum numbers of people permitted in the hall are set out below. Note that these numbers are all inclusive. i.e. include catering staff, performers and the like.

Seated at tables	100	main hall
Mixed tables and dancing	80	main hall
Dancing	200	main hall
Closely seated	160	main hall
Any use	40	club room

### **Additional notes for hirers**

- 1) No music, live or recorded is allowed outside the village hall.
- 2) The doors are to be closed at all times when music is being played inside the hall.
- 3) Hirers must not allow any hall furniture to be used outside the hall.

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