

Old Buckenham Village Hall

Conditions of hire

Hire agreements of the village hall are subject to these standard terms and conditions of hire and any special conditions of hire arising from the purpose of hire. When the hirer is in any doubt as to the meaning of the following the village, hall booking secretary should be consulted.

1. Exclusions from conditions: 1.0 No exclusion of any term or condition can apply unless specifically granted in writing by the Village Hall Committee.

2. Understanding the village hall hiring conditions: 2.0 The hirer will ensure that their assistants and guests understand the village halls hiring conditions. 2.1 The hirer is responsible for the health and safety of their guests maintaining unobstructed the fire escape routes. Any equipment brought into the village hall without the permission of the trustees is forbidden, 2.2 There is an equal opportunities policy that requires the individual or organization hiring the hall not to discriminate against others because of race, religion, sexual orientation or mental capacity.

3. Statement of purpose and supervision of hire: 3.1 The hirer has entered a clear and unambiguous statement of the purpose of hire on the booking form before signing or provided any clarification necessary as an additional statement in writing to the booking secretary. 3.2 The village hall is not hired to persons under 18 years 3.3 The hirer undertakes to appoint a sufficient number of competent persons, aged 18 or over, to provide adequate supervision throughout the hiring to ensure the provisions and stipulations referred to in the hall conditions and any applicable licenses are complied with. 3.4 The hirer accepts responsibility for being in charge on and off the premises at all times when the public are present and for ensuring that all conditions under this agreement relating to supervision and management are met.

4. The hirer is responsible during the whole period of hire: 4.1 Number of people using each room is not more than that permitted for each room. 4.2 Use of premises namely the building, its fabric and contents, its access, car park and surrounding land, is fully supervised to keep those premises safe from damage or change of any sort. 4.3 **A fully charged mobile phone is available for use in an emergency.** 4.4 The purpose and conduct of the hire does not disrupt the use of any room hired by others. 4.5 Behaviour of all persons, whatever their capacity, using the premises, remains under control of the hirer. 4.6 Car parking arrangements are controlled to avoid obstruction of the highway or access road 4.7 No excessive noise occurs during the hire 4.8 A minimum of noise is made by any person on arrival or departure particularly late at night or early morning 4.9 Any electrical appliances brought onto the premises for use shall be certified safe and in good working order, and used in a safe manner, using residual current circuit breakers where appropriate. **The outside doors remain unlocked but kept closed for the duration of the event.**

The Work at Height Regulations 2005

No hirer or member of the public should work at height unless express written permission is given. The management committee see no reason why anyone should have to work at height and therefore, forbid any hirer or member of the public to do so.

Ladders / stepladders / towers etc

The management committee own various devices for general maintenance requirements; these devices are solely for the use of authorised village hall persons only. Authorised persons must check the condition of the devices before and after every use – if any damage is noticed the

committee must be informed immediately, and the device(s) must be removed and made unusable. **No member of the public or any hall user is permitted to use any of the ladders.**

4 b. CCTV is in place at the premises for security should you require a copy of our policy relating to this please contact the booking secretary

5. The hirer is responsible during the whole period of hire for making sure that: 5.1 The premises are not sub- hired or used for any purpose other than that described in the hire agreement 5.2 That any performer or musician has a valid Performing Rights License.5.2 The premises are not used by the hirer or anyone else for any unlawful purpose or in any unlawful way 5.3 Dogs and other animals including birds (other than guide dogs) cannot be brought into the building. 5.4 No animals whatsoever enter the kitchen at any time 5.5 Nothing that may endanger the premises is allowed to be brought into the halls 5.6 No action is allowed that may render any insurance cover for the premises invalid.5.7 No recreational drugs are allowed on the premises and there is no smoking hirers and their guests should not use vapes, e cigarettes, pipes or similar equipment in the building 5.8 No L P Gas appliances or highly flammable substances are allowed onto the premises 5.9 Naked flames, barbecues or fireworks inside or outside the hall are forbidden. **(unless previously agreed in writing with the OBVHMC)**

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 or any portable heating appliance including electrical shall not be used. **Please let the booking secretary know if you need the Village Hall to be particularly warm or cold. Do not adjust individual radiators/heaters as this will result in the village hall being too cold or hot for subsequent users.**

6. The hirer is responsible at the end of the hire for making sure that: 6.1 Everything is left clean and tidy hall floors swept with rubbish bagged and removed and placed in the appropriate bin or taken home we have very limited resource for refuse collection. Toilets checked, hot water boilers, kettles, glass washers and cooking appliances switched off 6.2 All equipment, chairs and tables have been returned to storage positions 6.3 the premises are cleared of people, all lights switched off. 6.4 All doors and windows locked securely, emergency exits checked and closed. The village hall shall be at liberty to make an additional charge if this is not adhered to. Foodstuffs shall not be stored in the kitchen or refrigerator without prior agreement.

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 residents.

7. Authority to supply alcohol or to provide public entertainment: 7.1 Alcohol may be supplied and consumed on the premises under the authority of the village hall committee and under the premises license. 7.2 Glasses and other village hall equipment are not taken outside the hall 7.3 When a bar has been provided the village hall committee: senior bar staff or the village hall committee has the right to close the bar when there is a need to do so, this includes;

- the consumption of the persons own alcohol brought onto the premises;
- removal of glasses or other bar equipment taken to the outside of the premises
- noisy disorderly or antisocial conduct.

7.4 A bar will not be provided for a private party for people under the age of 18 years and the consumption of alcohol by anyone under 18 years is forbidden 7.5 Performance of entertainment for the public should be discussed with the booking secretary.

The sale of alcohol may require further licensing and therefore the booking secretary must be informed.

Permission for dangerous and unsuitable performances, performances involving danger to the public or of a sexually explicit nature shall not be given.

In addition, no alcohol must be given or sold to or purchased by any person who is or appears to be under 18 years or given sold or purchased by someone over 18 years for consumption by a person under 18 years. No alcohol must be given sold or purchased by someone who appears intoxicated. No alcohol will be sold or served by anyone who has not attained 18 years.

8. Compliance with the Children Act of 1989: 8.1 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 relevant succeeding legislation. 8.2 Any activity for all children must be operated in accordance with guidelines available for relevant activities, in accordance with such guidelines to ensure that only fit and proper persons have access to the children. See safeguarding of children and vulnerable adults policy 8.3 The hirer of the hall shall provide the village hall committee with a copy of their disclosure and barring certificate and their safeguarding policy for children and vulnerable adults. 8.4 Any issues related to the safety of children under the age of 16 years or vulnerable adults brought to the attention of the secretary of village hall committee will be reported to the police and the appropriate safeguarding team for the local Breckland and Norfolk county authorities. 8.5 The designated supervisor of any child is responsible for the health and safety of that child whilst on the village hall premises.

9. Compliance with other relevant legislation: 9.1 The hirer must not contravene the law relating to gaming, betting, and lotteries. 9.2 Must comply with all conditions and regulations required by the Premises Licensing Act, particularly in connection with events which include public dancing, music, stage plays, films or similar entertainment. 9.2 Must observe all relevant food health and hygiene legislation and regulations if preparing, serving or selling food. This applies to food prepared off and on the premises. 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. 9.3 Must comply with Fair Trading Laws if selling goods on the premises and any code of practice used in connection with such sales; Ensure that the total prices of all goods and services and the organizers name and address are prominently displayed, and that any discounts offered are based only on manufacturers recommended retail prices 9.4 Must not contravene the Copyright Act.

9a. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

10. Prevention of Fly Posting: 10.1 The hirer shall not carry out, or permit fly posting, or any other illegal form of unauthorized advertisements except on the notice boards provided, for any event taking place at the premises without permission of the Village Hall Committee.

11. Indemnity from the Hirer: 11.1 The hirer shall indemnify and keep indemnified each member of the village hall committee and the hall employees, volunteers, agents and invitees against: – 11.2 (a) the cost of repair of any damage done to any part of the premises including the contents of the premises, and 11.2 (b) all actions, claims, and costs of proceedings arising from any breach of the village halls hiring conditions. 11.2 (c) all claims in respect of damages, including damage for 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. 11.3 As directed by the village hall committee, the hirer shall make arrangements with the OBVHMC to make good or pay for all damage, (including accidental or malicious damage), to the premises or to the fixtures, fittings or contents and for loss of contents.

12. Insurance: 12.1 A commercial hirer or contractor shall take out adequate insurance to insure the hirer and members of the hirers organization and invitees against 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 bookings secretary. 12.2 Failure to produce such policy and evidence of cover will render the hiring void and enable the bookings secretary to re-hire the premises to another hirer.

12.3 The village hall committee is insured against any claims arising out of its own negligence and its public liability cover extends to cover nonprofit making, i.e. non-commercial, hirers. (This does not cover bouncy castles or other inflatable devices, fireworks, the use of naked flame, barbecues sponsored walks, rides or similar events)

Where the village hall does not insure the liabilities described in 12.3 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 and enable the OBVHMC to rehire the premises to another hirer.

5. 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.

6. Music Copyright Licensing

The hirer shall ensure that the village hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

7. Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

8. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks (formally known as Criminal Records Bureau checks - CRB) should 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 MC with a copy of their DBS check and Child Protection Policy on request.

Items stored by any hirer in the building are not insured and should not be stored unless by prior arrangement with the village hall committee confirmed in writing by secretary of the village hall committee.

13. Dangerous Occurrences: 13.1 The hirer must report all accidents and dangerous occurrences initially to the booking secretary. 13.2 The hirer must report all accidents involving injury to the public to the secretary of the village hall committee as soon as possible and complete the relevant section in the hall's accident book. 13.3 Any failure of equipment, either that belonging to the hall, or brought in by the hirer must also be reported as soon as possible. 13.4 In accordance with the reporting of injuries, diseases and dangerous occurrences regulation 1995, certain types of accident or injury must be reported on a special form to the local authority. The secretary of the village hall committee will give assistance in completing this RIDDOR form on request.

14. Public Safety Compliance: 14.1 The hirer shall comply with all conditions and regulations made in respect of the premises by the local authority; the licensing authority, the halls fire risk assessment and the halls health and safety policy in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

The hirer will undertake a health and safety risk assessment pertaining to their activity during their period of hire and ensure performers hold a performing rights license .

15. Definition of Hire: 15. Standard Rate 15.1 Is charged for a non-profit organization or an incorporated organization which exists for educational or charitable reasons, and from which its shareholders or trustees do not benefit financially. The standard rate of hire is reviewed annually. The hirer must prove they are a non-profit organization by showing the Trustees an audited account of their books

16. Business Rate: 16.1 Business rate is charged for an economic system where goods and services are exchanged for money on the basis of perceived worth. The business rate is reviewed annually and is decided upon by the booking secretary.

16.2 A business rate is charged for all groups that charge their members a membership fee, an entrance fee or who are recognized commercial organization.

17. Booking the Hall: 17. The Hirer acknowledges that by signing the Booking Form that they have received instruction on the following: 17.1 Action to be taken in the event of fire, calling the fire brigade and evacuating the hall. 17.2 Location and use of equipment. 17.3 Fire escape routes and the need to keep them clear. 17.4 Methods of operating escape doors. The importance of fire doors and of closing all fire doors at the time of a fire 17.5 That there is no public telephone available. 17.6 The importance of evacuating the hall rather than fighting the fire. 17.7 It is suggested that one person at least must hold a fully charged mobile phone. 17.8 That the Equal Opportunities Policy must be followed.

18. Private Parties: 18.1 Private Parties must close at 12 midnight with an exception of New Year's Eve when the event must close at 01.00 hrs. 18.2 All hires must abide by the conditions of hire document that can be found in a green folder in the front hall kitchen or on the village hall website. 18.3 All private parties where alcohol is to be consumed will be charged a refundable deposit at the discretion of the trustees which will be refunded to the hirer after the event providing that there has been no public disorder or breaches of the peace. 18.4 Public disorder in this context means excessive noise inside or outside the building, consumption of alcohol outside the building or any failure to abide by the conditions of hire in this document. 18.5 A trustee has the right to terminate any hire during an event if these conditions are breached. 18.6 The period of hire ceases at 12 midnight with an exception of New Year's Eve when event must close at 01.00 hrs. **The deposit will not be refunded if there are complaints of excessive noise, any public disorder or any other failure to abide by the conditions of hire document.**

19. Fire Safety: 19.1 **There is no land line telephone in the village hall. The hirer who has the responsibility for their guests should hold a mobile phone.** There are fire detectors in all rooms of the village hall including the kitchens. 19.2 The Fire Alarm is a long loud continuous sound. 19.3 On hearing the Alarm sound the users of the halls must be evacuated from the building to the muster point. 19.4 In case of a fire activate an alarm point which are located throughout the halls and dial 999 for the fire brigade. 19.5. In advance of any type of hire, any party, any entertainment or play the hirer will check the following: 19.6 That all fire exits are unlocked in good working order. 19.7 That all escape routes are free from obstruction and can be safely used by all guests including the disabled 19.8 That exits are illuminated. 19.9 That there are no obvious fire hazards on the premises.

20.Means of Escape: 20.1 All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit including for any disabled or wheelchair user.

21. Stored equipment: 21.1 The Village Hall Committee accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. 21.2 All equipment and other property, other than that stored on the premises by written agreement, must be removed at the end of each hiring or storage period. 21.3 The Village Hall Committee may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit and charge the hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

22.Electrical Equipment: 22.1 The village hall committee is responsible for the regular testing of electrical appliances belonging to the hall. The hirer is responsible for ensuring that any electrical appliances that are brought by them into the hall are PAT tested safe for use and operated in a safe manner.

23.The Hire of Equipment: 23.1 The village hall committee has the right to make charges for the hire of equipment that includes the use of a projector or screen. 23.2 tables, chairs, crockery, cutlery, kettles and a stage are available for use at present within the cost of hire.

Use of Audio Visual, Lighting and Sound Equipment Systems

The hall is equipped with a sound system and stage lighting. Users may arrange to have access to these facilities and must specify their requirements on the booking form. This is conditional on the hirer or hirer's representative arranging to be shown how the systems operate and should be used. Hirers must use the equipment in accordance with the training or any written guidance given. Any misuse of the equipment causing damage will result in the cost of repairs or replacement being charged to the hirer in full.

24.Alterations 24.1 No alterations or additions may be made to the premises **including the stage** no fixtures are to be installed (or placards, decorations, or other articles be attached) in any way to any part of the premises. **Please do not use drawing pins or sellotape on the walls or other surfaces under no circumstances must any nails, screws or fixings be used in walls due to possible buried cabling**, any alterations must be sought by appropriate contractors with the prior written approval of the village hall committee. 24.2 Any alteration, fixture or fitting, or attachment, so approved shall, at the discretion of the committee, remain in the premises at the end of the hiring and become the property of the hall or, be removed by the hirer. The hirer must make good to the satisfaction of the village hall committee any damage caused to the premises by such removal.

Access to restricted areas

The hirer agrees not to enter or try to enter any areas of the village hall that they are not allowed. i.e. cupboards, store rooms, under-stage areas, loft areas etc. Access to these areas are strictly by written permission only.

Loft Access

Using or accessing loft areas are strictly prohibited without written permission.

25.Continuing hires: 25.1 Once a regular weekly / monthly /annual hire, has signed a hire agreement subsequent use of the same facilities for the same purpose will be deemed to be governed by that hire agreement.25.2 The village hall committee reserves the right to give notice that specific hire dates otherwise considered booked will not be available in order to accommodate special requirements of other hirers from time to time. 25.3 The hirer may give notice that no hire is

required for specific dates within the continuance. All notices to be in writing at least 3 weeks in advance.

25b. Regular User Groups

We accept that for regular “user group” bookings the named persons in the hire agreement are considered by the Village Hall management committee to be head/chairperson of that user group and solely responsible. Regular user groups will need to reapply annually.

26.Cancellation by the hirer: 26.1 If the hirer cancels the booking before the date of the event and the hall is unable to conclude a replacement booking, the hall may, at its discretion, require a further payment of hire fees or withhold part of the special deposits and hire charge already paid.

27.Cancellation by the hall:27.1 The village hall committee reserves the right to cancel a hiring by written notice to the hirer in the event of the premises being required for use as a Polling Station for a parliamentary or local government election, bye- election, referendum or, the village hall committee reasonably considers that: 27.2 a) such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or 27.2 b) unlawful or unsuitable activities may take place at the premises as a result of the hiring, or 27.2 c)the premises have become unfit for the use intended by the hirer. 27.2d) 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 or hire fees already paid, but the hall shall not be liable for any resulting direct or indirect loss or damages whatsoever.

28. Data Protection

OBVHMC uses personal data for the purposes of managing the hall, its bookings and finances, running and marketing events at the hall and its fundraising activities. Data may be retained for up to 7 years for accounts purposes and for longer where required by the hall’s insurers. If you would like to find out more about how we use your personal data or want to see a copy of information about you that we hold, please contact the bookings secretary.

Complaints

Complaints by the general public or hirers for what so ever the reason must be made in writing to the Secretary of OBVHMC before action can be taken.

Restriction of benefit of the hire agreement

None of the provisions of the hire agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Hire Agreement. The hire agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer.

Licensing

The hall is licenced to sell alcohol by arrangement. A temporary license may be required for events outside our licensing restrictions.

The hall is licensed for entertainment with exceptions.

The Village Hall is licensed under the PRS and PPL system for artist performing rights and composers.

Bouncy Castles/Inflatables/ Toys, Crafts and Leisure Equipment

The hirer has responsibility for the health and safety of the users. Those that use bouncy castles or other items brought into the hall or used in the grounds are at an increased risk of injury, particularly children or others who may not be aware of the dangers.

We expect the hirer to take extra care to prevent injuries by making sure measures are put in place to reduce this risk, access and use of any items must be controlled by a responsible adult at all times who will:

- Follow the manufacturer or suppliers safety recommendations.
- Require the user to remove shoes, buckles and jewelry.
- Not allow overcrowding to prevent knocking into each other.
- Not allow a mix of young and older children at the same time.
- Not allow use by children and adults at the same time.
- Not allow access by children under 2 years old.