

OLD BUCKENHAM VILLAGE HALL TERMS & CONDITIONS OF HIRE (Updated 2019)

1. General 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 clerk should be consulted.

Exclusions : No exclusion of any term or condition can apply unless specifically granted in writing by the Village Hall Management Committee (**VHMC**).

2. General responsibilities of the Hirer

The hirer is responsible for the health and safety of their guests and for maintaining unobstructed the fire escape routes. Any equipment brought into the village hall without the permission of the VHMC is forbidden. 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. Booking the Hall:

The hirer should enter a clear and unambiguous statement of the purpose of hire on the booking form before signing or should provide any clarification necessary as an additional statement in writing to the booking clerk. The Village Hall is not hired to persons under 18 years. The hirer undertakes to provide adequate supervision throughout the hiring to ensure the provisions and stipulations referred to in the hall conditions and any applicable licences are complied with. 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. Definition of Hire:

For rates of hire, refer to the booking form. Rates may be found in the Booking Form. **Hirers must ensure that they do not overrun their booking times and so should finish in time to clear up and be out at their allotted time.**

Continuing hires: Once a regular weekly / monthly /annual hire has been signed, subsequent use of the same facilities for the same purpose will be deemed to be governed by that hire agreement.

The VHMC 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. The hirer should give notice that no hire is required for specific dates within the continuance.

Regular User Groups: We accept that for regular “user group” bookings, the named persons in the hire agreement are considered by the VHMC to be head/chairperson of that user group and solely responsible.

5. Private Parties: Private Parties must close at 12 midnight with an exception of New Year's Eve when the event must close at 01.00 hrs. All hirers must abide by the conditions of hire document available on the VH website. All private parties where alcohol is to be consumed will be charged a refundable deposit at the discretion of the VHMC which will be refunded to the hirer after the event providing that there has been no public disorder or breaches of the peace. 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. The VHMC has the right to terminate any hire during an event if these conditions are breached. 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 the hire document.

6. Cancellations

By the hirer: If the hirer cancels the booking before the date of the event and the hall is unable to conclude a replacement booking, the VHMC may, at its discretion, require payment of hire fees in part, whole or waived, or withhold part of the special deposits and hire charge already paid.

By the hall: The VHMC reserves the right to cancel a hiring by written notice to the hirer in the event of the following:

The premises being required for use as a Polling Station for a parliamentary or local government election, bye-election, referendum.

The VHMC reasonably considers that such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or that unlawful or unsuitable activities may take place at the premises as a result of the hiring

The premises have become unfit for the use intended by the hirer.

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 VHMC shall not be liable for any resulting direct or indirect loss or damages whatsoever.

7. 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.

8. Data Protection

The VHMC uses personal data for the purposes of managing the hall, its bookings and finances, running and marketing events at the hall and its fund raising activities.

Data may be retained for up to 7 years for accounts purposes and for longer where required by the VHMC'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 clerk.

9. Complaints

Complaints by the general public or hirers for whatsoever reason must be made in writing to the VHMC before action can be taken.

10. Responsibilities of the Hirer.

The hirer is responsible during the whole period of hire for making sure that their assistants and guests understand matters concerning: -

A. Fire Safety: N.B. There is no land line telephone in the village hall. The hirer who has the responsibility for their guests should hold a working mobile phone. There are fire detectors in all rooms of the village hall including the kitchens. The Fire Alarm is a long, loud, continuous sound. On hearing the Alarm sound, the users of the halls must be evacuated from the building to the muster point. **In case of a fire, activate an alarm point, of which several are located throughout the halls, and dial 999 for the fire brigade, giving the hall's postcode: NR17 1RH.** 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. In advance of any type of hire, any party, any entertainment or play the hirer will check the following:

That all fire exits are unlocked in good working order.

That all escape routes are free from obstruction and can be safely used by all guests including the disabled.

That exits are illuminated.

That there are no obvious fires hazards on the premises.

B. The premises: the hirer is responsible for making sure that :

The premises re not sub-hired or used for any purpose other than that described in the hire agreement:

Any performer or musician must have a valid Performing Rights Licence.

The premises are not to be used by the hirer or anyone else for any unlawful purpose or in any unlawful way.

Dogs (other than guide dogs) and other animals including birds cannot be brought into the building. No animals whatsoever may enter the kitchen at any time.

Nothing that may endanger the premises is allowed to be brought into the halls.

No action is allowed that may render any insurance cover for the premises invalid.

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.

The number of people using each room is not more than that permitted for each room. **120 seated, 140 in total for Main Hall . Memorial Hall, 50 seated, 55 standing.**

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.

The purpose and conduct of the hire does not disrupt the use of any room hired by others. Behaviour of all persons using the premises, remains under control of the hirer

The hirer must ensure that car parking arrangements are controlled to avoid obstruction of the highway or access road; that no excessive noise occurs during the hire; that a minimum of noise is made by any person on arrival or departure particularly late at night or early morning; that the outside doors remain unlocked but kept closed for the duration of the event.

C. Alterations:

No alterations or additions may be made to the premises including the stage without the VHMC's permission. No fixtures are to be installed, or placards, decorations, or other articles attached, in any way to any part of the premises. Please do not use drawing pins, staples 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. No alterations may be made without the prior written approval of the VHMC. 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.

D. Access to restricted areas

The hirer agrees not to enter or try to enter any areas of the village hall into which they are not allowed. i.e. cupboards, store rooms, under-stage areas, loft areas etc. Access to these areas is strictly prohibited without prior agreement.

E. Equipment

Electrical Equipment: The VHMC 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.

Nothing that may endanger the premises is allowed to be brought into the halls.

No L P Gas appliances or highly flammable substances are allowed onto the premises. Naked flames, barbecues or fireworks inside or outside the hall are forbidden, unless previously agreed in writing with the VHMC.

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 VHMC.

Stored equipment: 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. 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. The VHMC 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.

The Hire of Equipment: The VHMC has the right to make charges for the hire of equipment that includes the use of a projector or screen. 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

Bouncy Castles / Inflatables/ Toys, Crafts and Leisure Equipment

The hirer has responsibility for the health and safety of the users and for full insurance cover. 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's or supplier's safety recommendations.

Require the user to remove shoes, buckles and jewelry.

Not allow overcrowding in order 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.

F. Dangerous Occurrences: The hirer must record in the Accident Books in the kitchens' First Aid Boxes all accidents and dangerous occurrences and notify the VHMC.

Any failure of equipment, either that belonging to the hall, or brought in by the hirer must also be reported as soon as possible. In accordance with RIDDOR -**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 HSE form is displayed on the notice boards outside each hall and there is a copy in the Accident Books with guidance on RIDDOR

G. Indemnity from the Hirer:

The hirer shall indemnify and keep indemnified each member of the VHMC and the hall employees, volunteers, agents and invitees against: –

(a) the cost of repair of any damage done to any part of the premises including the contents of the premises.

(b) All actions, claims, and costs of proceedings arising from any breach of the hiring conditions.

(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.

The hirer shall make arrangements with the VHMC 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.

H. Insurance:

A commercial hirer or contractor shall take out adequate insurance to insure the hirer and members of the hirer's 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 clerk. .

The VHMC is insured against any claims arising out of its own negligence and its public liability cover extends to cover non-profit 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 VHMC does not insure the liabilities described 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 clerk.

Failure to produce such policy and evidence of cover will render the hiring void and enable the VHMC to rehire the premises to another hirer.

11. Compliance with legislation:

Public Safety

The hirer shall comply with all conditions and regulations made in respect of the premises by the local authority; the licensing authority, the hall's fire risk assessment and the hall's **Health and Safety Policy** (<http://oldbuckenhamvillagehall.co.uk>) 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 licence.

The Work at Height Regulations 2005

No hirer or member of the public should work at height unless express written permission is given. Regular users should apply annually for permission to work at height

Ladders / stepladders / towers etc

The VHMC owns various devices for general maintenance requirements; these devices are solely for the use of authorised 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.

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 (formerly 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 VHMC with a copy of their DBS check and Child Protection Policy on request.

The Children Act of 1989: 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. 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 The Safeguarding of Children and Vulnerable Adults Policy on the notice board in the main foyer. The hirer of the hall shall provide the VHMC with a copy of their DBS certificate and their Safeguarding Policy for Children and Vulnerable Adults. Any issues related to the safety of children under the age of 16 years or vulnerable adults brought to the attention of the VHMC will be reported to the police and the appropriate safeguarding team for Breckland and Norfolk county authorities.

The designated supervisor of any child is responsible for the health and safety of that child whilst on the village hall premises. 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.

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.

Music Copyright Licensing

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

Compliance with other relevant legislation: Licensing. The hall is licensed under the PRS and PPI system for artist performing rights and composers and for entertainment with exceptions.

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

Observe all relevant food health and hygiene legislation 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. Foodstuffs shall not be stored in the kitchen or refrigerator without prior agreement. Refer to guidance on food hygiene in folder in kitchens

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' names and addresses are prominently displayed, and that any discounts offered are based only on manufacturers' recommended retail prices

Must not contravene the Copyright Act.

Must 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 VHMC.

Alcohol: The hall is licensed to sell alcohol by arrangement. A temporary licence may be required for events outside our licensing restrictions. Alcohol may be supplied and consumed on the premises under the authority of the VHMC and under the premises licence. Glasses and other village hall equipment are not to be taken outside the hall. When a bar has been provided the VHMC bar staff or the VHMC has the right to close the bar when there is a need to do so. This includes:
The consumption of the person's own alcohol or soft drinks brought onto the premises, in which case corkage will be charged; the removal of glasses or other bar equipment taken to the outside of the premises; noisy, disorderly or anti-social conduct. 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. No alcohol must be given sold or purchased by someone who appears intoxicated.

12. CCTV

CCTV is in place at the premises for security. Should you require a copy of our policy relating to this please contact the VHMC.

13. Heating

Please let the booking clerk know at the time of booking 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.

14. Clearing up

The hirer is responsible at the end of the hire for making sure that: Everything is left clean and tidy; hall floors swept with rubbish bagged and removed and placed in the appropriate bin or taken home as we have very limited resources for refuse collection. Toilets should be checked, and hot water boilers, kettles, glass washers and cooking appliances switched off. All equipment, chairs and tables should be returned to storage positions. The premises should be cleared of people and all lights switched off. All doors and windows should be 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.