

# Walberswick Village Hall

Registered Charity No 1173018

## Standard Conditions of Hire

**PLEASE NOTE: If the Hirer is in any doubt as to the meaning of the following the Booking Manager should be consulted. The Conditions will be updated regularly; the latest dated edition is displayed on the lobby notice board.**

### 1 SUPERVISION

- 1.1 The Hirer, not being a person under 18 years of age will during the period of their hiring use their best endeavours to supervise the premises, protecting the fabric and contents of the premises in their care and safe from damage however slight or change of any sort including breakages of glass and crockery which must be reported. No adhesive materials or any tape will be applied to the floor or walls.
- 1.2 The Hirer will also use their best endeavours to supervise the behaviour of all persons using the premises whatever their capacity including proper supervision of car parking so as to avoid obstruction and the correct use of the barrier at the entrance.

### 2 USE OF PREMISES & EQUIPMENT

- 2.1 The Hirer shall not use the premises and equipment for any purpose other than that booked by them described in the hiring agreement and specified by the Committee 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.
- 2.2 The Committee reserves the right to close the premises without notice should the use of the premises be abused.
- 2.3 Hirers using the premises for the first time must familiarise themselves with the working of the premises and equipment. The premises is equipped with Public Address, Hearing Loop and Video Projector systems, to be used only by an operator approved by the Management Committee when required by a public meeting or entertainment.
- 2.4 Crockery, Glassware and Cutlery is available to Hirers wishing to use either the Main Hall or Annexe Kitchen. However, such Hirers must note that tea towels and implements for serving food are not provided.
- 2.5 **Please note the importance of turning off all electrical equipment (audiovisual, kitchen etc) before leaving the premises.**

### 3 ALCOHOLIC LIQUOR

- 3.1 The sale and supply of alcohol is regulated by The Licensing Act 2003. The Hirer or any Personal Licence Holder appointed by the hirer who intends to sell alcohol including drinks paid for in entrance fees will require a Temporary

Events Notice (**TEN**). Hirers must also inform the Hall Booking Manager of their intention to do so at the time of confirming their booking. Application forms are available from [East Suffolk Council](#) and a fee of £21.00 is payable. Application forms must be submitted at least **10 working days** before the event.

- 3.2 Alcohol can only be served without a TEN at events that are absolutely free of any charges including admission. Consult the Booking Manager for more information. NOTE: No licence will be required for alcohol offered as a prize in a raffle or lottery provided it is in a sealed container and no cash prizes are offered as alternatives.**

- 3.3 The Hirer who intends to sell alcohol including drinks paid for in entrance fees must acquaint themselves with the requirements laid down in The Act, ensure that all those serving alcohol are over 18 years of age and acquainted with the requirements of The Act. The Hirer themselves must be in attendance at the Premises at all times during the hire and take full responsibility for compliance thereto.
- 3.4 Consumption of alcohol purchased on or brought in to the premises shall be consumed within the Main Hall and Annexe thereto ONLY. No alcohol is to be consumed either outside the Premises or in the Kitchen/Bar, the Entrance Halls or Toilets within the Premises.

#### **4 BETTING & 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. If in doubt advice should be sought from East Suffolk Council (0333 016 2000).

#### **5 PUBLIC SAFETY**

- 5.1 The Hirer shall comply with all the conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Magistrates' Court or otherwise particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
- 5.2 Car Park users will comply with the Standard Conditions where applicable, taking care not to impede any access way, the fire assembly point fronting the shed nor encroach on grass areas. The Car Park is reserved for Car Park Permit Holders and Hirers of the Premises.

#### **6 FIRE REGULATIONS**

- 6.1 The Hirer acknowledges that they are aware of, and will comply with, the following maximum permitted occupants:-**

**In the Main Hall:**

<b>Seated at tables:</b>	<b>80 persons</b>
<b>Linked Seating:</b>	<b>100 persons</b>
<b>Dancing only:</b>	<b>120 persons</b>

**In the Annexe:**

<b>Standing or Seated:</b>	<b>25 persons</b>
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- 6.2 Seats must be arranged to provide gangways not less than 1.1 metres wide connecting to an exit. No seat will be more than 3.6 metres from such an exit.
- 6.3 In advance of any function the Hirer will ensure:
  - 6.3.1 That all fire exits are unlocked and panic bolts are in working order
  - 6.3.2 That clear access to escape doors is provided at all times
  - 6.3.3 That escape routes are free of obstruction with exit signs illuminated.
- 6.4 In addition to the Hirer there must be one readily identifiable Steward for every 50 additional persons attending a function.
- 6.5 The Hirer will at the commencement of any event announce and point out to all persons attending the location of all fire exits and the meeting point in the car park where all persons should go in the event of fire or any need to evacuate the building.
- 6.6 In the event of fire the Hirer will evacuate the premises including attention to disabled persons and children. The Hirer will call the Fire Brigade and be familiar with the use and location of fire equipment.
- 6.7 At the end of any hire session the Hirer **MUST** diligently follow the protocol described in Clause 26. The Hirer will be responsible for the costs arising from any loss or damage caused by a failure to do so.
- 6.8 The Management Committee reserves the right to terminate the booking agreement at any time, without refund of monies paid, especially if the behaviour of any user is considered unacceptable or if the number of users exceeds the attendance limits.

## **7 HEALTH & HYGIENE**

- 7.1 The Hirer shall if preparing, cooking, barbecuing, serving or selling food be suitably qualified and as a minimum have attended a food handlers course and observe all relevant food, health and hygiene legislation and regulations.
- 7.2 Any professional caterer or catering firm employed by the Hirer **must be registered** with the Local Authority and provide proof of such.
- 7.3 No unauthorised persons should be in the kitchen area.
- 7.4 The Hirer shall provide their own laundered tea towels and implements for serving food, removing them from the kitchen at the end of the hire period.

## **8 ACCIDENTS**

The Hirer must report all accidents to the Management Committee as soon as possible, so that the necessary formal report to the local authority can be completed. The Accident Book located in the kitchen adjacent to the First Aid Box must also be completed by the Hirer.

## **9 Safeguarding Policy**

The Hirer will ensure that they, their employees and professional suppliers of activities in the hall comply with the Hall's Safeguarding Policy for the protection of children and vulnerable adults.

The Hirer will ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 2004 and that only fit and proper persons have access to the children.

## **10 BOOKING THE PREMISES OR BOOKING EQUIPMENT FOR USE OUTSIDE THE PREMISES**

- 10.1 The Hire Application Form must be completed in full and forwarded to the Premises Booking Manager together with the deposit as required and as specified in the scale of Hire Charges. This deposit will be held as a booking and subsequently a breakages and damages deposit (such not to be the limit of liability upon the Hirer for breakages and damages) and is refundable on completion of the hiring less any deduction for breakages and damages.
- 10.2 Any items of equipment not supplied by the Management Committee that the Hirer wishes to bring into or onto or otherwise wishes use in or upon the Premises must be declared on the Hire Application Form.
- 10.3 Full payment for a hire must be made to the Premises Booking Manager or Treasurer not less than 28 days prior to the date of the event. Failure to ensure that your payment reaches the Premises Booking Manager or Treasurer in time may result in cancellation of your event.
- 10.4 Completion of the Hire Application Form does not automatically guarantee your booking. This is only an application to hire the premises.
- 10.5 In the event that a Hire Application that cannot be accepted, the deposit shall be returned. The Committee reserves the right to refuse a booking for whatever reason.
- 10.6 If circumstances beyond the control of the Management Committee prevent the availability of the premises, all payments made will be refunded and will be the limit of any liability.
- 10.7 Non-profit making Hirers take preference in accordance with The Charity Commission rules.
- 10.8 The Hirer will not make use of the Premises or put equipment or goods in the Premises before the hire period commences.
- 10.9 The Hirer will vacate the Premises by the end of their hire period leaving the Premises and Contents in a clean condition so as not to inconvenience the next Hirer. If necessary, the Management Committee reserves the right to engage professional cleaners at the end of the hire period and to charge the Hirer for this service.

## **11 CANCELLATION**

- 11.1 The Committee will cancel a hiring if the Premises is required as a Polling Station.
- 11.2 A booking may be cancelled by the Hirer up to 28 days prior to the event. In the event of later cancellation the hire charge will remain payable in full.

## **12 HIRE CHARGES**

- 12.1 Hire Charges for the Premises and equipment are set out elsewhere.

- 12.2 Cheques should be made payable to **Walberswick Village Hall**.
- 12.3 The premises will only be open to the public between 0800 hrs and 2300 hours. Hirers wishing to apply for an extension to 2400 hours may do so through the Booking Manager provided the application is received at least 28 days prior to the event. The Committee reserves the right to refuse any such application for whatever reason.
- 12.4 If the Hirer occupies the Premises for longer than the period booked the Booking Manager must be notified so that the correct charges can be made.

### **13 UNFIT FOR USE**

In the event of the Premises being rendered unfit for the use for which it has been hired the Committee shall not be liable for any resulting loss or damage whatsoever.

### **14 INSURANCES**

- 14.1 Private persons and organisations hiring and using the Premises for village activities and charities as well as private parties including birthdays and weddings will be indemnified under the terms of the Premises 'Public Liability' insurance cover for any claim caused by their negligence whilst they are within the Premises boundaries.
- 14.2 Private persons and organisations hiring the Premises **for profit including instructors and trainers employed by village groups** will **not** be so indemnified and must arrange their own insurance.
- 14.3 Any goods, equipment or belongings stored or left in the Premises by the Hirer are **not** covered by the Premises insurance; only items and equipment forming part of the Village Premises inventory are insured.
- 14.4 The Premises insurance policy is available for scrutiny by arrangement with the Booking Manager.

### **15 UNUSUAL EVENT**

Should the Premises be required for an activity that is obviously outside the scope of the Standard Conditions, the Hirer **must** notify the Booking Manager at the time of the booking.

### **16 HIRE OF EQUIPMENT FOR USE AWAY FROM THE PREMISES**

- 16.1 The Hirer will ensure that any equipment **particularly tables and chairs** hired for use away from the Premises is in good order and is fit for the Hirer's purposes, if not the Hirer must return them to the Premises immediately.
- 16.2 The Hirer should note that the Premise's public liability insurance is not valid outside the Premises. The Hirer will indemnify the Management Committee for any claim arising from the use or misuse of any item of equipment whatsoever. Any claims, breakages or damage to equipment will be paid for by the Hirer.

### **17 MUSIC**

Performing Rights Society dues are included in the hire charge and hirers are hereby granted permission to use live or recorded music at their event provided that they notify the Hall Booking Manager on the Hire Application Form. Hirers are required to ensure that any music entertainment does not amount to anti-social noise nuisance.

## **18 SALE OF GOODS**

The Hirer shall, if selling goods on the premises, comply with the Fair Trading Laws and Codes of Practice. The Hirer will ensure that the price of all goods and services are displayed, as shall be the organiser's name and address.

## **19 ELECTRICAL APPLIANCES**

19.1 The Hirer will ensure that electrical appliances introduced by them into the Premises have been accredited and tested by a qualified electrician during the previous twelve months and are in good working order particularly kitchen appliances, amplifiers and amplified instruments. The correctly rated residual circuit breaker will always be used. The PA system must not be used with musical instruments.

19.2 See Clause 10.2 above

## **20 FLY POSTING**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisement for any event taking place at the Premises. This is a local authority requirement.

## **21 ANIMALS**

The Hirer will ensure that no animals including birds but with the exception of guide dogs are brought into the Premises other than for a special event agreed to by the Management Committee. No animals whatsoever are to enter the kitchen.

## **22 PREMISES LICENCE (2003 ACT)**

The Premises may be used for public entertainment, indoor spectator sports or entertainment of a similar kind. The Premises may also be used as a Theatre and a Cinema. The Conditions of the Licence must be understood by the Hirer and are available for scrutiny from the Booking Manager. If screening a film, the Hirer is responsible for ensuring that the screening abides by age classification ratings.

## **23 SMOKING**

The Smoke-free (Premises and Enforcement) Regulations 2006 prohibit smoking within or upon The Premises.

## **24 DEFECTS & BREAKAGES**

The Hirer will advise the Booking Manager of any breakages or damage that occurs during the Hire. The Hirer will be responsible for all costs incurred by any breakage or damage occasioned by their hire. The Hirer is also asked to advise the Booking Manager of any other defect found in the Premises or any fault with the Equipment.

## **25 NOISE & NUISANCE**

The Hirer will ensure that minimum noise is made on arrival and departure. When the Main Hall and the Annexe are in use at the same time neither hirer will encroach or cause a nuisance to the other. Access to the Hall and Annexe will always be through their respective entrance doors.

## **26 END OF HIRE**

The Village Hall Management Committee works hard to ensure that the Premises remain an attractive venue for local groups and outside hirers. It also attempts to keep costs to a minimum, so cleaners are employed on a monthly, rather than a weekly or daily, basis.

If each hirer plays their part, the Premises should be in good order when you arrive and you should leave it as you found it.

**Therefore, before leaving, would you please check the following:**

- ensure kitchen is clean, everything is turned off; the dishwasher has the drain plug in and the door is left ajar; fridge door is left ajar
- tables are folded and returned in a clean condition to storage area
- floors swept and washed
- chairs stacked
- **all** lights and heaters are off including in toilets
- **all** electrical equipment (audiovisual, kitchen etc) is turned off
- toilets, hand basins and floors are washed
- all windows and doors are shut/locked
- ensure the car park barrier is down
- remove all rubbish and ensure bin area outside the Hall is tidy
- return the keys

Thank you very much.  
Walberswick Village Hall Management Committee