

If the HIRER is in any doubt as to the meaning of any of the conditions, the Booking Officer should immediately be consulted  
For the purposes of these Conditions, the term HIRER shall mean an individual HIRER or, where the HIRER is an organisation, the authorised representative.

The Committee shall mean the members of the Herringswell Village Hall Committee. The Booking Officer shall be that person as appointed by the Committee

### **HERRINGSWELL VILLAGE HALL**

#### **STANDARD CONDITIONS OF HIRE**

1. THE HIRER shall, during the period of the hiring, be responsible for supervision of the Village Hall (hereinafter referred to as "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.
2. 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 on to the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
3. THE HIRER shall be responsible for obtaining such licences as may be needed, whether for the sale or supply of intoxicating liquor, and for the observance of the same.
4. 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.
5. THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
6. THE HIRER shall, if preparing, serving or selling food observe all relevant food, health and hygiene legislation and regulations.
7. THE HIRER shall ensure that any electrical appliances brought by him/her to the premises and used there shall be safe and in good working order, and used in a safe manner.
8. THE HIRER shall indemnify the COMMITTEE for the cost of repair of any damage done to any part of the premises, including the curtilage thereof, which may occur during the period of the hiring as a result of the hiring.
9. THE HIRER will be responsible for all loss or damage to the property at the premises or brought onto the premises, and for any injury to persons, animals and things caused by or in consequence of any act or omission on the part of the Hirer, its agents or servants and for any loss or damage caused by a nuisance to include but not exclusively noise and any other loss or damage caused or contributed to in the cause of or as a result of the period of hiring what so ever and shall indemnify the COMMITTEE in respect of any such loss, damage or injury.
10. SMOKE/HAZE MACHINES are not permitted in the Village Hall. Should THE HIRER bring in smoke machines without authorization and the Fire Alarms are subsequently activated, THE HIRER will be responsible for paying the engineer's call out and repair to the fire alarm equipment.
11. THE HIRER shall not tamper with the Central Heating Controls and will be responsible for paying the engineer's call out and repair charges resulting from any tampering.
12. If THE HIRER wishes to cancel the booking less than two weeks before the date of the event and the COMMITTEE is unable to conclude a replacement booking, the question of payment or the repayment of the hire fee shall be at the discretion of the COMMITTEE.
13. THE HIRER shall ensure that the minimum of noise is made on arrival and departure.

14. THE HIRER shall ensure that no dogs except guide dogs are brought into the Hall.
15. At the end of the hiring, THE HIRER shall be responsible for leaving the premises and surrounds in a clean and tidy condition, remove all rubbish from the property and leave the premises properly locked and secured unless directed otherwise, and any contents temporarily removed from their usual positions properly replaced, otherwise the COMMITTEE shall be at liberty to make an additional charge.
16. THE COMMITTEE reserves the right to cancel this hiring in the event of the Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case the HIRER shall be entitled to a refund of any money already paid.
17. In the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired, THE COMMITTEE shall not be liable to THE HIRER for any resulting loss or damage whatsoever.
18. THE COMMITTEE shall not be responsible for any injuries or accidents if THE HIRER uses the Hall step-ladders.
19. THE HIRER shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to the children.
20. THE HIRER shall not interfere with the central heating and water controls without the specific agreement of The Committee. If THE HIRER does over-ride the heating controls, THE HIRER shall be responsible for the additional costs at the discretion of the committee.
21. THE HIRER shall keep the Main Entrance door to the Village Hall **unlocked** the whole time the premises are in use.

### **HERRINGSWELL VILLAGE HALL**

#### **SCHEDULE OF SPECIAL CONDITIONS**

##### **1. PAYMENT FOR THE HIRE**

- 1.1 The submission of a Hiring Agreement to the Booking Officer must be accompanied by a cheque for the amount of the cost of the hire and a deposit cheque. This will be returned in full in the event of cancellation more than two weeks before the date of the booking. For payments by BACS, please advise the Booking Officer who will supply you with the relevant details for these methods of payments or email [admin@herringswell.com](mailto:admin@herringswell.com)
- 1.2 In addition to the hire fee a special deposit, which must be paid in cash or cheque, as described below is payable no less than 14 days prior to the date of the hire or in the case of block bookings no less than 14 days prior to the first date booked. The amounts required are as follows:

A refundable deposit of £50.00 (special events eg weddings, 18<sup>th</sup>, 21<sup>st</sup> and 'sweet 16' parties the deposit is £200.00), for commercial bookings of more than two hours duration on any day and for other bookings at the discretion of the Booking Officer.

A special deposit will not be required from the local organisations authorised by the Deed of Declaration of Trust, who are hiring the facilities for a meeting of their own members.
- 1.3 The special deposit where paid, less the cost of rectifying any damage referred to in standard conditions 8 and 9 and/or the cost of exceptional cleaning or clearing up, will be repaid to the HIRER within 28 days of the termination of the period of hire.
- 1.4 Return of the special deposit is subject to the HIRER ensuring that, for a hire period which extends to midnight, any music finishes by 11.30pm and that cleaning and tidying is completed by midnight for vacation of the Hall at that time to comply with the Premises License Conditions for hours of use.
- 1.5 The COMMITTEE reserves the right to cancel the Hiring Agreement if the HIRER fails to observe any of the conditions relating to payment, or if any cheque or similar instrument comprising the payment fails to be honoured by the party on which it is drawn.

1.6 For Commercial use, please contact the Committee for rates.

## **2. REGULAR HIRE**

In addition to the relevant items under 1. above

2.1 Regular hirers will be subject to a 2 month probationary period, following which the COMMITTEE may at its discretion decide to renew or cancel the Hiring Agreement.

2.2 During any regular hire period the COMMITTEE may, subject to 2 months notice to the hirer, suspend the hire on an occasional basis in order to allow other organisations, who might otherwise be prohibited from using the Hall, to hire the Hall for a specific event.

2.3 In any of the circumstances described under 2.2 above the COMMITTEE undertakes the refund to the regular hirer any hire fees relating to the cancelled period(s) of hire, but no further monies will be paid for any actual or presumed loss of profit or for any other cause.

2.4 It follows from Condition 2.3 that hirers are required to give the Booking Officer a minimum of 2 months notice either of occasional cancellation, or termination of the Hiring Agreement.

2.5 Any cancellation by THE HIRER of advance bookings will be charged.

## **3. HIRE PERIOD**

3.1 The hiring period shall be between the times specified in the Hiring Agreement (the specified period).

3.2 The HIRER should include time needed for preparation and clearing up in establishing the total period of hire required. The hirer is responsible for making sure that the premises are not left unattended and unsecured at any time during, or at the end of the hire period.

3.3 Adequate time should be allowed at the end of events to ensure that the premises may be vacated at or before the end of the hire period, so as not to interfere with the needs of other users and to observe the Public Entertainment Licence Conditions for hours of use.

3.4 The HIRER to ensure that there will be no disturbance to neighbours when clearing up after an event – for example putting empty bottles in the bottle bank as quietly as possible.

3.5 Any additional time outside the specified period required for preparation and/or clearing up shall only be permitted with the confirmation of the Bookings Officer and may be subject to an additional charge calculated on a pro rata basis at the hiring rate and such additional charge shall be deducted from any deposit held by the Committee.

## **4. NOISE**

The Grant of Planning Permission by the Local Authority imposes conditions on the amount of noise emanating from the site, so as to limit the inconvenience to adjoining residential properties. To enable these conditions to be observed, the hirer must ensure that:

4.1 Those attending the function keep noise on arrival and departure to a minimum.

4.2 Whenever music is being played or amplification equipment is being used, all external doors are to be kept closed and windows are to be opened the minimum amount consistent with providing adequate ventilation.

## **5. EMERGENCIES**

The hirer and/or other responsible persons present should be conversant with the location of first aid and fire fighting equipment and the procedures for emergency evacuation of the premises (which are clearly displayed at several points in the Hall). Such persons should do their best to ensure a complete, safe and orderly evacuation in the event of emergency.

## **6. PARKING**

The hirer is responsible for ensuring that:

6.1 Vehicles are parked only in an orderly way and do not obstruct any other areas within the car park, or the main access route, and that any vehicles left overnight by those attending the function are removed no later than 12.00 noon on the following day.

6.2 Coaches do not enter the car park, but put down and pick up their passengers either outside the pedestrian entrance or at some other suitable point.

6.3 If the car park is full, people attending the event do not inconvenience residents in adjoining properties or other road users.

## **7. SALE OF ALCOHOL (Including free drinks provided at events for which tickets are sold)**

7.1 The Hall is not licensed for the sale of alcohol and a temporary event notice (TEN) must be obtained from Forest Heath District Council, at least 10 working days before your event, if you are intending to sell alcohol.

## **8. INSURANCE**

The HIRER will ensure subject to the discretion of the Booking Officer that adequate insurance cover has been arranged to cover the indemnity set out in standard conditions 8 and 9.

The insurance held by the COMMITTEE does however provide limited cover for users of the Hall, and the Secretary will provide details on request. (Bouncy Castles are not included in the Hall Insurance).

## **9. PROMOTIONAL MATERIAL**

Posters, handbills and the like which advertise future events may not be affixed by the hirer to and part of the COMMITTEE's property. Arrangements may however be made with the Booking Officer for their display, subject to suitable space being available.

## **10. SUNDRY ITEMS**

10.1 Users of the Hall are responsible for safeguarding their own personal effects or other property and all such items brought into the Hall shall be placed and/or used there entirely at the owner's risk. This includes vehicles parked in the Village Hall car park.

10.2 All equipment, goods or appliances and decorations brought to the Hall for use during the period of hire shall be removed at the end of that period, unless prior arrangements to the contrary have been made with the COMMITTEE.

10.3 All refuse resulting from the hire must be removed from the premises by the Hirer.

## **11. PURPOSE OF HIRE**

The COMMITTEE reserves the right to refuse any application for hire without stating its reasons for doing so.

## **12. CANCELLATION OR TERMINATION OF HIRE**

The COMMITTEE reserves the right to cancel the Hiring Agreement at any time, or to prohibit the continuance of an event, if it considers that the hirer has failed to comply with any of the Conditions of Hire, or that continuance of the event is undesirable. In such circumstances the hirer shall forfeit the whole of the fees paid for the hire, and the COMMITTEE shall not be liable for any payment in respect of any actual or presumed loss of profit or for any other cause.

## **13. RIGHT OF ENTRY**

Members or employees of the COMMITTEE, or persons authorised by them, shall have the right of free and unimpeded entry to the premises at all times,

## **14. DAMAGE TO VILLAGE HALL PROPERTY**

The HIRER shall report immediately, or by 10 am on the day following an evening function, any damage that is sustained to the premises or its contents during the period of the hire to a member of COMMITTEE.

**15. ALTERATIONS TO CONDITIONS**

- 15.1 The COMMITTEE reserves the right to make alterations to any of the Conditions of Hire from time to time and at its own discretion.
- 15.2 The COMMITTEE may give 2 days notice if it believes the hiring to a particular HIRER is not in the best interests of the committee. The return of any deposit paid by the HIRER will be the limit of any financial recompense.