

# WINTERTON-ON-SEA VILLAGE HALL HIRING AGREEMENT

*Managed by Winterton-on-Sea Parish Council*

**Definitions** - For the purposes of this agreement and the conditions of hire, the term 'Hirer' shall mean an individual hirer or, where the 'Hirer' is an organisation that organisation. 'Premises' means Winterton Village Hall, King Street, Winterton-on-Sea, Norfolk. 'Booking' means the contract between the Hirer and Winterton-on-Sea Parish Council as detailed and on the terms of this agreement ('the Booking Form' of which these conditions form part). 'Period' means the time or times reserved under these conditions. The time booked must include all required set up and clear down time. Additional time taken may be charged, and may impact on other hirers. If the Hirer is in any doubt as to the meaning of any of the conditions, the Parish Clerk should immediately be consulted on 07918 978921.

**Hiring Agreement** - Winterton-on-Sea Parish Council agrees to permit the Hirer to use the Premises for the Period(s) described in the Booking Form. All details inserted in the Booking Form are part of this Agreement. This Hiring Agreement includes these Standard Conditions and Special Conditions set out below.

## **Standard Conditions of Hire**

- 1. Age** - The Hirer shall be 18 years of age or over, and accepts responsibility for being in charge of and shall be on the premises at all times during the Booking, ensuring that all conditions under this Agreement relating to management and supervision of the premises are met.
- 2. Supervision** - The Hirer shall 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. As 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.
- 3. 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 or unsuitable purpose. The Hirer shall not do anything or bring onto the premises anything which may invalidate any insurance policies, nor allow the consumption of alcohol without written permission.
- 4. Insurance and indemnity**
  - a) The Hirer shall be liable for:
    - i. the cost of repair of any damage (including accidental and malicious damage) done to any part or contents of the premises (inside and out);
    - ii. all claims, losses, damages and costs made against or incurred by the Parish Council, their employees, volunteers, agents or invitees 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, or any nuisance caused to a third party;
    - iii. subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Parish Council and the employees, volunteers, agents and invitees against such liabilities.
  - b) The Parish Council shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, at its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Parish Council shall claim on its insurance for any liability of the Hirer but the Hirer shall indemnify and keep indemnified each member of the Parish Council, it's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
  - c) Where the village hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) 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 Parish Clerk. Failure to produce such policy and evidence of cover will render the hiring void and enable the Parish Clerk to rehire the premises to another Hirer.

The Parish Council is insured against any claims arising out of its own negligence.
- 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 Village Hall does not hold a the PRS / PPL Community Building Licence relating to the playing of recorded music.
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. **Children and Vulnerable Adults** - The Hirer shall ensure that any clubs or organised activities for children or vulnerable adults comply with the relevant legislation in respect of Safeguarding. The Hirer is responsible for ensuring that appropriate background checks have been undertaken. The Hirer shall provide the Parish Council with a copy of their Child Protection Policy on request.
9. **Public Safety Compliance** - The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Local Authority, the Licensing Authority, and the Hall's Fire Risk Assessment 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. The Hirer shall also comply with the Hall's Health and Safety Policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Parish Clerk.

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.
- 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.
- Location of the first aid box and accident book.

In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and free from obstruction.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

10. **Noise** - The Hirer shall ensure that the minimum of noise is made during their Hire, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, keep all windows and doors closed to prevent disturbance to neighbouring properties.
11. **Drunk and Disorderly Behaviour and Supply of Illegal Drugs** - The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises.
12. **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 but not a thermometer. The kitchen facilities are deemed suitable for reheating and serving, but not for food preparation.
13. **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. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

- 14. Stored equipment** - The Parish Council 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 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 it is removed. Equipment may only be stored by prior agreement.
- The Parish Council may use its discretion in any of the following circumstances:
- Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
  - Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Parish Council disposing 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.
- 15. Smoking** - Smoking and vaping is strictly forbidden within the Hall. The Hirer shall ensure that anyone wishing to smoke or vape does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.
- 16. Accidents and Dangerous Occurrences** - Any damage or failure of equipment belonging to the Village Hall must be reported to the Parish Clerk as soon as possible. The Hirer must report all accidents or near misses to the Caretaker or Parish Clerk as soon as possible and complete the relevant section in the Accident Book. The Caretaker will give assistance in completing this form and can provide contact details.
- 17. Explosives and flammable substances** - The hirer shall ensure that:
- Highly flammable substances are not brought into, or used in any part of the premises.
  - 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.
  - Chinese Lanterns and other similar outdoor decorations are not permitted to be released from property belonging to Winterton-on-Sea Parish Council.
- 18. Heating** - 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 Parish Council. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.
- 19. Animals** - The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than those agreed by the Parish Council. No animals whatsoever are to enter the kitchen at any time.
- 20. 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 Parish Council accordingly against all actions, claims and proceedings arising from any breach of this condition. Clubs and organisations hiring the Hall may put a notice onto the authorised notice boards under the direction of the Parish Council.
- 21. 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.

## **22. Cancellation**

### Casual Hire

If the Hirer cancels the booking at least four weeks before the date of the event, the Parish Council will return in full any fees already paid. If the Hirer cancels the booking between two and four weeks before the date of the event, the Parish Council will return 50% of any hire fees already paid. If the Hirer cancels the booking less than two weeks before the date of the event or fails to proceed with the booking thereafter, the Parish Council will retain any hire fees already paid.

### Regular Hire

If the Hirer cancels the booking at least 24 hours before their hire is due to begin, no charge will be made for the session. Cancellations made less than 24 hours before the time of hire is due to begin will be charged in full.

The Parish Council reserves the right to cancel any hiring by written notice to the Hirer in the event of:

- a) the premises being required for use as a Polling Station.
- b) the Parish Council reasonably consider 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 Rest Centre in the event of a local emergency.

In any such case the Hirer shall be entitled to a refund of any money already paid, but the Parish Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

- 23. 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 Parish Council shall make an additional charge.
- 24. 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 Parish Council. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Parish Council remain in the premises at the end of the hiring. It will become the property of the Parish Council unless removed by the Hirer who must make good to the satisfaction of the Parish Council any damage caused to the premises by such removal.
- 25. No rights** - The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer. Overnight stays are not permitted at the Village Hall unless prior written agreement has been given by the Parish Council.

### **Special Conditions of Hire**

#### **Contact Details**

*Casual Hire:* The name, postal address and telephone number for the Hirer must be given at the time of booking.

*Regular Hire:* The individual, group or organisation must supply their official postal address at the time of booking.

The name and telephone number of two people from the group should be supplied, together with at least one email address, to ensure that the Parish Council can make contact with a representative of the group (except for business bookings where there is a sole trader making the booking). For all hires this person will remain responsible for the booking unless another booking contact is notified and verified in writing.

**Fire** - Hirers must ensure that all precautions are taken against risk of fire and damage to the property. The Hall has no telephone. Please ensure you have a mobile in good working order with you. All means of exits from the premises must be kept free from obstruction and immediately available for instant public exit. The emergency exit illuminated signs remain on permanently.

**Opening and Closing the Village Hall** - The Village Hall is self service, with the key accessible from the key safe next to the door. The key safe code is given on the booking form. Please ensure that any outside caterers, contractors and entertainers are aware of the hire period and that they will not be able to enter before or leave after the hire period. The Hirer should ensure that their booked time includes all time required for set up and clear down.

**Furniture** - Please use any trolleys provided for moving chairs and tables in order to avoid injury. Please stack chairs and tables neatly in the storeroom. A first aid box is located in the kitchen, and an Accident Report book is kept in the cupboard marked 'First Aid and Accident Book' to the left as you enter the kitchen. All recorded accidents must be reported to the Caretaker or Parish Clerk as soon as possible.

**Heating** - The heating can be turned off /on by the wall switches which are located below each heater. Please ensure you have switched all heaters off before you leave the Hall.

**Consideration for others** - Please ask your guests to leave quietly at the close of your event. Car doors banging, headlights on, engines running and loud talk in the area of the Village Hall are a disturbance for local residents. Please do not park on the road to the right of the Green - this is a private road and is not any part of the Village Hall

complex. You must not use drawing pins or tape on the walls or other surfaces, use Blu-Tack or 3M Command hooks if you need to put up notices or decorations. Do not fix decorations on or near light fittings or heaters. Please leave the Village Hall clean and tidy. In particular we ask you to ensure table tops are wiped clean before being stacked in the storeroom. Please remove all rubbish and take it with you when you leave – the bins cannot cope with two weeks of hall hire. Only recyclable items must be placed in the green bin, and black bags must not be put in the green bin under any circumstances.

**Use of the Village Hall Green (not part of the Village Hall Complex)** - The green space next to the Village Hall is open for everyone to use at any time but is not owned or managed by the Village Hall or the Parish Council. Dogs are permitted on the Green but must be kept on leads. Camping and overnight stays are not permitted on the Green. Barbeques or cooking of any description is not permitted. Cars may not be driven onto or parked on the Green. Noise should be kept to a minimum.

**Faults / Damage / Comments** - Please report any faults or damage to the Parish Clerk as soon as possible so that they can be rectified quickly. The Parish Council welcome comments or observations that you may have about your hire of the facility.

### **Payment**

**Casual Hire:** Payment is due within the terms specified within the Booking Form. Please note that we accept online BACS payment. The Hirer is responsible for any costs incurred by Winterton-on-Sea Parish Council in the event that a payment is returned to the Drawer.

**Regular Hire:** Hirers will receive a quarterly invoice for the regular hire that they have used, which will be payable within 30 days of the date of the invoice. Any ad hoc additional hire will be treated as casual hire and will be payable accordingly. In the event that a Hirer cancels their hire, the invoice for any moneys due will be drawn up immediately and will be payable within 30 days.

*Revised October 2021.*