

PORINGLAND VILLAGE HALL

Standard Conditions of Hire

For the purposes of these conditions, the term, HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

1 **Supervision**

The Hirer will, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents: their care, safety from danger, 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 **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 purpose or in any unlawful way nor do anything or bring anything onto the premises anything that may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

3 **Licences**

The Hirer shall be responsible for obtaining such licences as may be needed, whether for the sale or supply of intoxicating liquor (an application for which licence cannot be made if the Village Hall deed prohibits the sale or consumption of alcohol) from the Performing Rights Society, from Phonographic Performance Ltd or otherwise and for the observance of the same.

4 **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.

5 **Public Safety Compliance**

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 **Health and Hygiene**

The Hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

7 **Electrical Appliance Safety**

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. Where a residual circuit breaker is provided under terms of the PEL or CPL the hirer must make use of it in the interests of public safety.

8 **Indemnity**

The Hirer shall indemnify the trustees for the cost of repair of any damage done to any part of the property, including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

The Hirer shall be responsible for making arrangements to ensure against any third party claims which may lie against him/her (or the organisation if acting as a representative) whilst using the Village Hall. (The Village Hall is insured against any claims arising out of its own negligence).

9 **Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to one of the Trustees as soon as possible. Any failure of equipment either that belonging to the hall or brought in by the hirer must be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Local Authority. One of the Trustees will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

10 **Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the hall, other than a special event agreed by the Trustees. No animals whatsoever are to enter the kitchen at any time.

11 **Compliance with the Children Act**

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 that fit and proper persons have access to the children.

12 **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 Hall, and shall indemnify the Trustees accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the Local Authority.

13 **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 promptly displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturer's Recommended Retail Prices.

14 **Cancellation**

If **the Hirer** wishes to cancel the booking before the date of the event and the Trustees are unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Trustees.

The Trustees reserve the right to cancel this Hiring in the event of the Hall being required for the use as a Polling Station for a Parliamentary or Local Government Election/By Election, in which case the Hirer shall be entitled to a refund of any deposit already paid. The Hall may not be let on the following days – Good Friday, Easter Day, Ascension Day or on Christmas Day.

15 **Unfit for Use**

In the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired, the Trustees shall not be liable to the Hirer for any resulting loss or damage whatsoever.

16 **Refusal of Booking**

The Trustees reserve the right to refuse a booking without notice or to cancel this Hiring Agreement at any time either before or during the term of this agreement upon giving 7 days notice to the Hirer.

The Hirer shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the Hirer to the Trustees but the Trustees shall not be liable to make any further payment to the Hirer.

17 **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 position properly replaced, otherwise the Trustees shall be at liberty to make an additional charge.

18 **Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure.

Special Conditions of Hire

Special conditions of Hire to comply with the Public Entertainment Licence issued under the Local Government (Miscellaneous Provisions) Act 1982 and Theatre Licence issued under the Theatres Act 1968.

- 1 **The Hirer** hereby acknowledges receipt of a copy of the conditions of the Public Entertainment License/Theatre Licence for the premises.
- 2 **The Hirer** not being a person under 18 years of age, hereby accepts responsibility of and on the premises at all times when the public are present and for ensuring that all conditions of the Public Entertainment/Stage Play Licence relating to management and supervision of the premises are met.
- 3 **The Hirer** acknowledges that he/she has received instruction of the following matters:
 - (a) The action taken in the event of a fire. This includes calling the fire brigade and evacuating the hall, whatever the size of the fire.
 - (b) The location and use of fire equipment.
 - (c) Escape routes and the need to keep them free from obstruction. (Map of hall including location of fire exits and equipment available).
 - (d) Method of operation to escape door fastenings.
 - (e) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- 4 In advance of the entertainment or play the Hirer shall check the following:
 - (a) That all fire exits are unlocked and panic bolts in good working order.
 - (b) That all escape routes are free of obstruction and can be safely used.
 - (c) That any fire doors are not wedged open.
 - (d) That exit signs are illuminated.
 - (e) That there are no obvious fire hazards on the premises.
- 5 There shall, in addition to the hirer, be a minimum of 2 competent attendants on duty on the premises to assist people entering and leaving; none of who shall be less than 18 years of age. If the audience is under 16 years of age, the number of attendants shall not be less than 4. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the fire brigade and evacuation procedure.

6 Capacity

The number of people on the premises shall not exceed for dancing or seated 100 in total, the number permitted under the Public Entertainment License granted in respect of the premises.

7 Dangerous Performances

Performances involving danger to the public shall not be given.

8 Explosive and Flammable Substances

Highly flammable substances shall not be brought into, or used in any part of the premises.

No internal decorations of a combustible nature (eg polystyrene, cotton wool) shall be erected without the consent of the trustees..

9 Heating

No unauthorised heating appliances shall be used on the premises when open to the public without consent of the trustees..

10 Hour of Opening

The premises shall not be used for public entertainment except between the hours of 9.00am and 11.00am unless special permission has been issued by South Norfolk District Council and the Trustees.

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Responsibilities of the Hirer/Event Organiser

Before the start of an event it is the responsibility of the event organiser to indicate to all those present the following information:

1 Before the start of today's/this evening's event I am required to show you where the emergency exits are located. I must first draw your attention to the Village Hall plans which are displayed in the main hall (2), small hall, small meeting room and kitchen.

2 EMERGENCY EXITS

The main (front) entrance of the large hall leading to car park

Exit door leading on to car park from small hall.

Exit door leading on to car park from small meeting room/toilets

Rear exit door leading to garden via kitchen from large hall.

Rear exit door leading to garden via kitchen from small hall.

NB

It is the responsibility of the Hirer/Event Organiser to ensure that the gate leading on to the footpath is unlocked and secured in the open position throughout the event.

3 ASSEMBLY AREA

The main car park to the front of the building on the street

4 FIRE EXTINGUISHERS

(i) Large Hall – to the left of the main entrance next to payphone.

(ii) Large Hall – adjacent to kitchen door next to stage.

(iii) Small Hall – adjacent to kitchen door.

**(iv) Kitchen – kitchen wall opposite cooker
(fire blanket also in this area)**

5 FIRST AID

First Aid Box located in cupboard in Large Hall.

PORINGLAND VILLAGE HALL

EMERGENCY PLAN

THE FOLLOWING PROCEDURES MUST BE CARRIED OUT IN THE EVENT OF A FIRE:

- 1 Anyone discovering a fire must alert all Helpers and all those present in the immediate proximity of the fire.
- 2 Secure the area where the fire is located by closing doors where possible.
- 3 **CALL THE FIRE BRIGADE** on 999 – The telephone is to the left of the Main Hall door when facing The Street. It is the responsibility of the Event Organiser to maintain all communications with the Emergency Services.
- 4 The Event Organiser will order immediate evacuation of the building by the designated Fire Exits (See Village Hall Plan).
- 5 In case of fire, all persons must obey the directions of the Event Organiser. **DO NOT DELAY** your departure to collect personal belongings.
- 6 All Helpers and all those present should assemble at the designated assembly points (See Village Hall Plan), so that they can be quickly accounted for.
- 7 The Event Organiser will make sure that the building is cleared and that no unauthorised persons enter the building.
- 8 Only if there is no danger by doing so, try to put out the fire with a suitable Fire Extinguisher (See Village Hall Plan for exact location of Fire Extinguishers).
- 9 The Event Organiser will continue to maintain all communications with the Fire Brigade.