

Foulden Village Hall – Standard Conditions of Hire

These standard conditions apply to all hiring's of the village hall. If the Hirer is in any doubt as to the meaning of the following, the Village Hall Manager should immediately be consulted. Where you are unable to contact the village hall manager please contact the Foulden Parish Clerk.

- 1. Age**

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management & supervision of the premises are met.
- 2. Supervision**

The Hirer shall, during the period of the hiring, 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, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Foulden Village Hall Manager, 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 other purpose 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 to bring onto the premises anything which may endanger the same or render invalid any insurance policies.
- 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. Licensable activities**

The Hirer shall be responsible for obtaining such licences in respect of any activity in the village hall or ensure that the village hall holds an active licence.
- 6. Public Safety Compliance**

In the case of the need to call emergency services the full address of the hall is: Foulden Village Hall, Vicarage Road, Foulden, Norfolk. IP26 5AB.
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 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.
- 7. Means of escape**
 - a. All means of exit from the premises must be kept free from obstruction.
 - b. The emergency lighting supply illuminating all exit signs and routes must be turned on during the hire of the hall.
- 8. Outbreaks of fire**

The Hirer is responsible for ensuring that the fire and emergency service is called to any outbreak of fire, however slight and details thereof shall be given to the Village Hall Manager.
- 9. Health and Hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
- 10. Electrical appliance safety**

The Hirer shall ensure that any electrical appliances bought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety. For any electrical equipment provided by the hall which is considered by the hirer as unsafe should be marked, taken out of use and reported to the village hall manager.
- 11. Insurance and indemnity**

The Hirer shall be liable for:

 - a. The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
 - b. All claims, losses, damages and costs made against or incurred by Foulden 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.
- 12. Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public to the Foulden Village Hall Manager **as soon as possible** and complete the relevant section in the village hall's accident book. Any failure of equipment belonging to the village hall or brought in by the Hirer must also be reported **as soon as possible**. Any spillages on the floors must be dealt with immediately to avoid risk of slipping.
- 13. Explosives and flammable substances**

The hirer shall ensure that:

 - a. Highly flammable substances are not brought into or used in any part of the premises.
 - b. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected. No decorations are to be put up near light fittings or heaters.
- 14. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the Village Hall Manager. Portable gas heating appliances shall not be used. The Hirer is encouraged to make the most efficient use of energy by only using necessary lighting.
- 15. Drunk and disorderly behaviour**

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. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity.

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16. Animals

The Hirer shall ensure that no animals except assistance dogs are brought into the premises, other than for a special event agreed to by the village hall manager. No animals whatsoever are to enter the kitchen at any time.

17. Compliance with the Children Act 1989

The Hirer shall 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 who have passed the appropriate Disclosure & Barring Service checks 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 village hall manager with a copy of their DBS check and Safeguarding Policy on Request.

18. 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 Foulden Parish Council, its employees and its volunteers accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

19. 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. The sale of goods conditions may be waived for charitable events and where there have been agreed by the village hall manager and/ or Foulden Parish Council.

20. Film Shows

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.

21. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the village hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the village hall manager. Foulden Parish Council and/ or the village hall manager reserves the right to cancel this hiring in the event of:

- a. The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- b. Foulden Parish Council and/ or the village hall manager 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. Foulden Parish Council and/or the village hall manager reasonably consider that the Hirer has breached the conditions of hiring on a previous occasion or the Hirer is working with those who have breached those conditions.
- d. The premises becoming unfit for the use intended by the Hirer.
- e. 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 monies already paid relating to the cancellation, however Foulden Parish Council and its employees shall not be liable to the Hirer for any resulting direct or indirect loss or damages.

22. 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 village hall shall be at liberty to make an additional charge.

23. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment comply with any other licensing conditions for the premises.

24. Stored equipment

Foulden Parish Council and its employees accept 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 hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged in part or full at the hourly hire rate until these items are removed.

Foulden Parish Council and its employees may use their discretion in any of the following circumstances:

- a. 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.
- b. Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in Foulden Parish Council or its employees disposing of any such items by sale or otherwise on such terms as they think fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

25. Disposal of rubbish and recycling

All rubbish generated by the Hirer must be removed from the village hall and removed from the site and disposed of appropriately. Rubbish may be placed in the bin outside should all necessary conditions be met (enough space, recyclable material in recycle bin etc.)

26. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be permitted.

27. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provision of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises.

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N.B Layout is not to scale, and measurements are approximate as this is intended as a guide only.

Hall Safe Occupancy Figures – maximum 180 persons standing
Hall Safe Occupancy Figures – maximum 130 persons seated at tables