

THORPE END VILLAGE HALL ASSOCIATION REGULAR HIRE AGREEMENT

Name of Organisation: _____

Contact Name: _____

Position in Organisation: _____

Address: _____

Tel Contact: _____

Email Address: _____

Date of First Hire: _____ Day of _____ 20____

Sessions: From: _____ To: _____ Day of Week _____

Please tick your chosen payment method:

Option1: Payable by standing order or BACS (preferred option)

Option2: Payable by cheque to **Thorpe End Village Hall Association.**

I accept that I must pay a refundable deposit of £200, payable in full with the first rental payment. The deposit will be refunded at the end of this agreement provided that no damage has occurred during the hire period. Should damage occur or special cleaning be required, the refunded deposit will be less the cost of rectifying any damage or dealing with any problem during or as a consequence of the hiring. The Hirer's responsibility to indemnify Thorpe End Village Hall Association for such damage will not be limited to the amount of the deposit.

I confirm that I have read the complete **Terms of Hire** and **Use of Hall** documents and by signing the Hire Agreement I accept the responsibility for ensuring that they are complied with.

I also confirm that the booking is for people aged 21 or over, or will be supervised by adults aged 21 or over for the duration of the session. In addition I will ensure that guests vacate the premises and surrounding areas with the minimum of noise and without causing any distress or inconvenience of any kind to the residents of Thorpe End. Should any of the Conditions not be complied with I understand that the Thorpe End Village Hall Management Committee will take such steps as they think appropriate. The Organisation shall indemnify Thorpe End Village Hall against the cost of any damage or dealing with any problem either occurring during the hire session time or as a consequence of hiring the Hall.

For the purposes of these conditions, the term HIRER shall mean an individual hirer of at least 21 years of age or, where the hirer is an organisation, the authorised representative.

As HIRER I declare that the information given in this agreement is correct to the best of my knowledge and I acknowledge that any misstatement or misrepresentation will invalidate the agreement.

Name of Hirer: **Signature:** **Date:**

Please complete, sign and return this page only with your payment to: David Orr, Bookings Officer, Thorpe End Village Hall Association, 6 Seppings Way, Thorpe End, Norwich, NR13 5DF.

THORPE END VILLAGE HALL ASSOCIATION
TERMS OF HIRE

1. **THE HIRER** will, during the periods of hire, 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. Please do not park on any of the grass areas. Overnight parking is not permitted without the written approval of the Booking Officer.
2. **THE HIRER** shall not use the premises for any purpose other than that described in the Hire 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** agrees not to exceed the maximum permitted number of 160 people including the organisers/performers.
4. **THE HIRER** shall be responsible for obtaining such licences as may be needed for the sale or supply of alcohol.
5. **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. **THE HIRER** shall comply with all the 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.
7. **THE HIRER** shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.
8. **THE HIRER** shall indemnify the Committee for the cost of repair of any damage done to any part of the property including the grounds thereof or the contents of the buildings, which may occur during the period of the hiring as a result of the hiring.
9. If **THE HIRER** brings any play or activity equipment into the hall they shall take full responsibility for the safety of users and indemnify the Committee against any costs relating to any accident and for the repair of any damage caused. It is not permissible to use Bouncy Castles or other powered inflatables inside the Hall or within the grounds.
10. If **THE HIRER** wishes to cancel the booking before the date of the event and the Committee is unable to make a replacement booking, the question of payment or the repayment of the fee shall be at the discretion of the Committee.
11. **THE HIRER** shall ensure that the minimum of noise is made on arrival and departure.
12. **THE HIRER** shall ensure that no dogs except guide dogs are brought into the Hall.
13. At the end of the period or hire, **THE HIRER** shall be responsible for leaving the premises and surrounds 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 Committee shall be at liberty to make an additional charge. All

rubbish must be removed from the premises and grounds by **THE HIRER**.

14. The **Management 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, or requisition by the local authority for use as a respite centre, in which case the Hirer shall be entitled to a refund of any payments already made.

15. In the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired, The **Management Committee** shall not be liable to **THE HIRER** for any resulting damage or loss whatsoever.

16. **THE HIRER** shall ensure that any activities for children are only performed and supervised by fit and proper persons and all legal checks have taken place.

17. **THE HIRER** is responsible for arranging any necessary insurance. NO indemnity is granted by any of the Village Hall's insurances to any Hirer or individual unless previously advised. The Hall obtains licences from the Performing Rights society and from Phonographic Performance Ltd. **THE HIRER** must observe all such licences.

18. The **Management Committee** reserves the right to seek reimbursement for the cost of repairs, replacements or special cleaning.

The following scale will be used for deductions from deposits:

- a. 25% retention if the heating is left on (irrelevant of whether it was on or off on entry).
- b. 25% retention if the hirer does not leave the hall or grounds as described in 13 above.
- c. 50% retention if the hirer does not leave the hall **and** grounds as described in 13 above.
- d. 50% retention if the hirer leaves after the end of session deadline or there is disturbance to neighbours.
- e. If damage or breakages occur, the Committee will pursue the hirer for full reimbursement.

19. **THE HIRER** shall comply with all conditions and regulations made in respect of the premises by the Local Authority, any Licensing Authority, the Hall's Fire Risk Assessment and Health and Safety Checklist (a copy of which is available on the Hire Section of the Thorpe End Village Hall Website)) 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 safety policy (which are stated in these Terms of Hire)

20. **THE HIRER** acknowledges that they understand and will adhere to the following fire safety 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
- The Fire Assembly area which is in the main car park
- 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.

21. At the start of the hire, **THE HIRER** shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

22. **THE HIRER** shall ensure that the above fire safety checks are completed prior to, and maintained during the period of hire and have a record that such checks have been undertaken.

23. **THE HIRER** agrees not to permit, and where necessary remove, unsupervised under 16s and not to allow any under 5s in the kitchen area.

24. **THE HIRER** to keep all means of exit from the premises free from obstruction and immediately available for instant free public exit.

That they will keep the emergency lighting supply illuminating all exit signs and routes turned on during the whole of the time the premises are occupied for the function

25. **THE HIRER** agrees to call the Fire Brigade to any outbreak of fire, however slight, to evacuate the building immediately and not to re-enter until permission is given by the Fire Officer in charge. Details of any fire or emergency call shall be given to the Bookings Officer.

26. **THE HIRER** shall ensure that any electrical appliances brought by them to the premises whether in use or not shall be safe, in good working order, and if used shall be in a safe manner in accordance with the Electricity at Work Regulations 1989. This includes ensuring any legally required Portable Appliance Testing has been undertaken. When using electrical equipment a residual circuit breaker must be used.

27. **THE HIRER** shall ensure that no unauthorised heating appliances shall be used on the Premises without the written prior consent of the Bookings Officer. Portable Liquefied Propane Gas (LPG) heating appliances must not be used in any event.

28. **THE HIRER** shall ensure that:

Highly flammable substances are not brought into, or used in any part of the premises and that 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.

There should be no bonfires lit or fireworks set off within the boundaries of the Hall.

29. **The Management Committee** reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving seven days notice in writing to the Hirer. The Hirer shall be entitled upon such notice to reimbursement of any monies paid by the Hirer to the Committee but the Committee shall not be liable to make any further payments to the Hirer.

30. To comply with the General Data Protection Regulation, **THE HIRER** accepts that during the run-up to a hall booking, it will be necessary for officers of the Association to retain some personal data from applicants to enable the booking to be administered. This will include name, home address, phone number, Email address and bank details. This data will be held on officers' personal computers or on paper files and will be kept secure. The hall does not have its own computer. At no stage will such data be shared with third parties, except the Police in very rare circumstances when we receive a request to cooperate with a Police enquiry. All personal data will be destroyed once the booking has been completed, as long as there are no ongoing issues. The Association reserves the right to retain information of Hirers who have breached the Rules and Terms of Hire.

THORPE END VILLAGE HALL ASSOCIATION

USE OF HALL

1. HOW TO ACCESS THE HALL

The keys are contained within a 'key safe' which is in the form of a combination padlock locked to the car park gate. You will need to have the combination to the lock to obtain the three keys inside, which the Booking Officer will e-mail it to you. The 3 keys are:

1. Car Park Gate
2. Hall Entrance Gate
3. Hall Front Door

Please secure the chain with the padlock round the car-park gate during your function. Please also secure the outer door padlock into the Hall, by fastening it round the entry-gate. Please keep the keys safe during your hire period and return them to the key safe at the end of your function. The key safe is to remain attached to the car park gate at all times. Please scramble the numbers when the key safe is not in use.

At the discretion of The Management Committee, we may issue a set of keys to a Regular Hirer, which we would charge a £10 deposit. These must be returned at the end of this agreement and the deposit will be refunded accordingly.

We cannot accept responsibility if you do not follow this procedure and as such you will have no right to a refund should you be unable to access the Hall. However, a Committee member may be on hand to assist you with the combination in such situations but please do not rely on this. For assistance call David Orr on 01603 432680.

2. LIGHTS

Internal

Emergency Exit signs must be illuminated whilst the Hall is occupied; the control switch for the lights is high on the right hand wall, inside the entrance and is normally left on for security reasons. All other lights must be turned off when leaving.

External

The main entrance external light is controlled by a light sensor, and remains on during hours of darkness. Outside floodlights (white) are sensor controlled. The switch on the right controls the orange lights to the rear car park as you enter the lobby (adjacent to the lobby switch itself), and these two must be switched off as you leave. (Our immediate neighbours will suffer from all-night illumination if they are not switched off).

3. HEATERS

Timers that are set by the Property Officer control the gas heaters in the main hall. Hirers cannot adjust these timers. Hirers can adjust the thermostats where necessary at the beginning of the function. We have found that if the thermostats are set to 17 degrees, the hall should be warm enough in normal circumstances. Once the thermostats are set, the heaters come on automatically. The thermostats must be turned back to zero at the end of the function. The Committee reserves the right to retain 25% of the deposit if this rule is not complied with. The heaters in the toilets, kitchen and lobby are left on during the winter.

4. KITCHEN ITEMS

The use of the kitchen, crockery, glassware and cutlery is included in the hire. All kitchen equipment should be washed and dried and replaced in its correct place. Kitchen breakages or losses will be charged at cost price.

5. FLOOR CONDITION

It is important that we maintain quality of the floor of the Hall and hirers should lift tables and chairs and not drag them across the floor.

6. ACCIDENT BOOK

The Management Committee wishes to maintain a safe and healthy environment in the Hall; so should an accident occur to you or your guests please enter brief details in the accident book provided. Remove the completed sheet and return it to the Bookings Officer This will enable us to learn from the incident. The accident book is located with the First Aid Kit in the kitchen.

7. FINISHING TIMES

The Hall must be vacated by the end of the booked session. The Management Committee Reserve the right to retain up to 50% of the deposit if these times are not adhered to.

8. CLEANING & RUBBISH DISPOSAL

Please ensure that the Hall is left clean and tidy, and that the floors are swept as necessary and all spillage is cleaned up. A charge for special cleaning will be payable should this not be the case. Unused food or drink must be taken away. Cleaning kits are located in the kitchen and the chair/table store room cupboards.

Waste bags are available for use in the kitchen.

All rubbish and waste must be taken away by the Hirer.

9. RETENTION POLICY

Our priority is to ensure you start your hire with a clean and tidy Hall and fit for your purpose. In most cases, the condition of the Hall is as a result of the previous hirer adhering to our terms and conditions. These conditions are here not only to define expectations but also to make sure that the Hall is left in a presentable condition ready for your hire.

As the hirer it is your responsibility to leave the Hall in at least the same condition as you found it.

We do ask for a £200 deposit at the beginning of your hire. Please note, this does not limit your liabilities to £200 and therefore we recommend you consider separate insurance should this be a concern for you.

At the start of your hire, you should inspect the Hall for its condition which should be in a clean and tidy state left by the previous hirer. **If you do not find that the Hall is in a satisfactory condition for your hire, you must text us at the start of your hire on 07810 076021 stating your reasons why.** We cannot accept a text at the end of your hire.

Breakages are sometimes purely accidental and we don't want you to ruin your hire should something happen during your time. Please report any breakages as soon as practically possible by texting to 07810 076021. We cannot guarantee we will not charge you for the breakage but we will take into account your disclosure and the circumstances surrounding it.

Under some circumstances the Committee may also recompense a hirer following your hire if you leave the Hall in a condition deemed unsuitable for hire. This may result in an additional charge to you taken from your deposit.

If we are not happy with how you leave the Hall, we will notify you at our earliest convenience and invite you to respond to the allegation. If we feel you have contravened the conditions above we will deduct the defined amount from your deposit. Where we feel further action is required or you dispute the allegations, we will retain the deposit until our next available committee meeting. You will be invited to attend if you feel you have a point to make. The Management Committee's decision will be final.

10. FACILITIES

Although the Hall has a capacity of up to 160 people there is only sufficient equipment for up to 100 people:

23 tables (will seat 4-6 per table) and 100 chairs

Hot Water Dispenser, Refrigerator, Oven, Hob, Electric Kettle, Sugar Bowls, Milk Jugs, Teapots, Dinner

Plates, Side Plates, Pudding Bowls, Cups, Saucers, Knives, Forks, Dessert spoons Teaspoons, Serving Spoons, Wine and other glasses.

Please note, we do not supply tea towels - it is advisable to supply your own.

11. SMOKE DETECTORS

We value the safety of you and your guests very highly, therefore the Hall is fully equipped with smoke detectors. These detectors are capable of picking up smoke from candles, cigarettes, smoke machines such as those used by DJs and other entertainers and dust from equipment used in the Hall. Therefore, please DO NOT put in a vulnerable position any birthday cake, other candles or anything else that could cause the detectors to go off. Any hirer who breaks this requirement will lose their deposit and could be required to meet the cost of calling out electricians or other specialists. The location of the detectors is shown on a diagram on the hall wall near the entrance door.

No smoking or vaping is allowed within the Hall at any time.

12. SUPERVISION

The Hirer or person in charge of the activity shall not be under 21 years of age and shall be on the premises for the entire period of hire. The person in charge shall not be engaged in any duties which prevent him / her from exercising general supervision.

When the premises or any part of them are used for the purpose of public entertainment, there shall be a minimum of two persons, neither of whom shall be less than 21 years of age, on duty. Should the hall be hired for children's/ young person's function (under 21yrs), there must be one responsible adult for every 10 young persons attending the function.

All persons in charge or on duty shall be aware of the procedure for evacuation of the premises and shall be familiar with the fire-fighting equipment available.

Any damage that is noticed should be reported immediately to the Bookings Officer, as with any accidental damage that occurs during the use of the Hall.

13. END OF HIRE

Please ensure that the Hall is left clean and tidy, that the floors are swept as necessary and all spillages are cleaned up. Chairs and tables should be cleaned/wiped down as necessary and returned to their correct storage space after use. A charge for special cleaning will be payable should this not be the case. Unused food or drink must be taken away. Please take home any glass, plastic, paper and cardboard for recycling. The outside of the premises must be inspected to ensure no rubbish left outside.

All rubbish and waste must be taken away from the Hall.

Please ensure that the premises are left secure. Check the all doors and windows are locked. Failure to secure the Hall may render you liable for any subsequent loss or damage including consequential loss caused by your omission.

Hirers are reminded that we wish to remain on good terms with our neighbours! Please respect this and keep the noise to a level of acceptance for everyone, particularly at night.

Please return the set of keys to the key safe, if you have used them. Failure to do so will be a great inconvenience to the next hirer. If this happens, we reserve the right to deduct an appropriate fee from your deposit to recompense the next hirer.

If you pass on your set of keys to the next hirer, please ensure you explain to them where to return the keys.

14. IN AN EMERGENCY!

A special mobile phone is held by a member of the Management Committee; if there is an emergency at the Hall please call the number below to obtain guidance on the issue:

Emergency telephone no: **07493 502861**