

Somerleyton Village Hall Standard Conditions of Hire

The Trustees of Somerleyton Community Association welcome you, the Hirer, to Somerleyton Village Hall. The Trustees manage the Hall on behalf of the community of Somerleyton and ask you to help us maintain this community asset.

If the Hirer is in any doubt as to the meaning of the following, the Booking Clerk or the Secretary should be consulted.

1. **These standard conditions** apply to all hirings of Somerleyton Village Hall and they form part of the Agreement for Hire between the Trustees of Somerleyton Community Association (the Trustees) and the person who has signed the Booking Form (the Hirer).

2. Care of the Village Hall.

- 1. The hirer shall, during the period of the hire, be responsible for the care of the Hall and its contents.
- 2. The Hirer shall not do anything or bring onto the Premises anything which may endanger the same or render invalid any relevant insurance policies. Any electrical equipment must be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989 and/or any other appropriate regulations or legislation.
- 3. The Hirer is responsible for making sure that the Hall is not left unattended and unsecured at any time during or at the end of the hire period.
- 4. No alterations or additions, including the installation of fixtures, may be made to the Hall. No placards, decorations or other articles may be attached in any way to any part of the Hall unless with the prior consent of the Trustees.
- 5. The Hirer shall make good or pay for all damage (including accidental damage) to the Hall or its fixtures, fittings and contents. See Hiring Charges for details of deposit required at time of hiring.
- 6. The Hirer is responsible for the replacement of any contents lost or stolen.

3. Supervision

- 1. The Hirer is responsible for the actions of all persons using the Hall in connection with the Hirer's use of the Hall during and following the hire period.
- 2. Orderly behaviour should be maintained, both inside the Hall and in the vicinity.
- 3. The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Hall, other than for a special event agreed by the Trustees. No animals whatsoever are to enter the kitchen at any time.

4. Use of the Hall

- 1. The Hiring Agreement allows only the use of the Village Hall and confers no tenancy or other right of occupation on the Hirer.
- 2. The Hirer shall not use the Hall for any purpose other than that described in the Hire Agreement.
- 3. The Hirer shall not sub-let the Hall.
- 4. The Hirer shall not use the Hall or allow the Hall to be used for any unlawful purpose or in any unlawful way.

5. Licences and Legislation

- The Hall does not have a licence for the sale of alcohol or the provision of regulated entertainment. Before applying to Waveney District Council for a Temporary Event Notice (TEN) the Hirer must obtain the written permission of the Trustees because only a limited number of TENs are permitted for an individual building in any year. Without a TEN the Hirer must not sell alcohol or provide regulated entertainment. The Hirer is responsible for observing the conditions of the TEN.
- 2. The Hall has a Performing Rights Society Licence and a Phonographic Performance Licence which cover the playing of copyright music.
- 3. The Hall does not have a licence for the reception of live television programmes.
- 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, and copyright.
- 5. The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene regulations and legislation. There are facilities for food service at the Hall and it is for the Hirer to satisfy him or herself the facilities are adequate for the purpose of hire.
- 6. Hirers shall at all times comply with the provisions of the Health & Safety Policy adopted by the Trustees. This Policy is available on our website or from the Secretary and the Hirer will be deemed to have full knowledge of its details.
- 7. For hirings attended by children or vulnerable adults the Hirer shall comply with the provisions of the Safeguarding Policy adopted by the Trustees. This Policy is available on our website or from the Secretary and the Hirer will be deemed to have full knowledge of its details.

6. **Information for Hirers.**

The Hirer must follow any instructions contained in the 'Information for Hirers' document and any instructions displayed in the Hall, including Fire Safety. Should these not be followed the Trustees will be at liberty to retain monies held and may make an additional charge.

7. Stored Equipment and Other Property.

- 1. The Trustees accept no responsibility or liability for loss of or damage to any stored equipment or other property brought on to or left at the Hall.
- 2. All equipment and other property must be removed at the end of each hiring, unless by prior agreement with the Trustees. The Trustees reserve the right to make additional charges for any property not removed.

8. Regular Hire.

- 1. Hirers will be subject to a probationary period, following which the Trustees may at their discretion decide to renew or cancel the Hiring Agreement.
- 2. Hirers are requested to give the Bookings Clerk a minimum of 4 weeks' notice of termination of a Regular Hire.

9. Insurance

During the period of the hire, the Hirer is covered by the Hall's insurers against any claims arising out of the negligence of the Trustees. Any claims made for accidents or injuries arising out of the activities taking place at the Hall are the Hirer's responsibility, as are any claims from local residents for damage to property, or nuisance caused by persons attending the Hall.

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10. Cancellation

- 1. All except regular bookings are subject to a deposit to be paid at the time the booking is made. If a Hirer wishes to cancel a booking and the Trustees are unable to secure a replacement booking the deposit paid will be forfeit.
- 2. If a Hirer has made a provisional booking and another Hirer wishes to make a confirmed booking for the same date and time the first Hirer will be offered the opportunity to convert the booking to a confirmed one and pay the full fee or to relinquish the booking and to have their deposit returned.
- 3. Each occurrence of a regular booking will be charged unless the Hirer has agreed with the Trustees that a particular occurrence should be omitted.
- 4. The Trustees reserve the right to cancel a hiring, or an occurrence of a Regular Hire, in exceptional circumstances. The Trustees also reserve the right to cancel any hiring if they reasonably believe that the Hirer is, or is intending to, breach these terms & conditions. In any such case the Hirer shall be entitled to a refund of any fee already paid, but the Trustees shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

11. 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 Trustees shall be at liberty to make an additional charge.

Somerleyton Community Association March 2016