

Tuddenham St Mary Village Hall

Hiring Agreement

1. Parties

- (a) The Tuddenham St Mary Village Hall Trust represented by the Hall Bookings Manager
- (b) The Hirer, details as entered on to the Hallmaster System

AGREED as follows:

Throughout this Agreement:

- The Tuddenham St Mary Village Hall Trust named in clause 1(a) is referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include Tuddenham St Mary Village Hall trustees, committee members and employees.
- The person or organisation named in clause 1(b) is referred to as “The Hirer” is to be construed accordingly; “The Hirer” also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees.
- Where you must seek our consent, tell us about something or give us something, you must speak to and see consent from the Hall Bookings Secretary or, if the Hall Bookings Secretary is not available, any of the Tuddenham St Mary Village Hall trustees.

2. Conditions of hire

In consideration of the hire fee Tuddenham St Mary Village Hall Trust agrees to permit the Hirer to use Tuddenham Village Hall for the purpose described on the Hallmaster booking system for the period(s) described in clause 2.1. The details entered onto the Hallmaster system are included in the terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire set out in the attached Schedule.

2.1 Date(s) and Time(s) required

You must provide the day(s), month, arrival time (this should include any setting up time) and departure time (this must include any cleaning up time) and specify the rooms/facilities (e.g. main hall, meeting room, kitchen) you require when you complete our Hallmaster booking form.

This information is important as some activity (eg outside 11pm to 8am) may need to take account of alcohol and licensing terms and the associated legislation. We also use this information to determine access requirements, your billing and/or other special considerations.

2.2 Hire Fees

All hirers must pay the associated fees. Your contractual obligation to pay ensures that this hiring agreement is legally binding.

Our current hire fees are as follows:

- The Main Hall is available for £30 per hour and the Meeting Room for £20 per hour for ad-hoc hires, one off events and hires by people that are not residents of Tuddenham St Mary village
- The Main Hall is available for £20 per hour and the Meeting Room for £15 per hour for residents of Tuddenham St Mary village and regular clubs/classes
- The Kitchen is available at an additional charge per booking of £20. This includes use of all the facilities, crockery and glassware.
- The Main Hall and Meeting Room are available at the residents rate for Regular Users (those who have at least 4 bookings per year)

The Committee reserve the right to require a surety when large numbers are involved or alcohol is to be served. The sum is at the discretion of the Committee, it is usually a deposit of £100. This deposit will be returned to the Hirer once a representative of the Committee is satisfied that no damage has been done and provided there have been no complaints from the neighbouring properties.

2.3 Deposit and Payment

A £20 deposit is necessary to secure your booking. The deposit will be deducted from the total amount due and will appear as a 'Deposit Refund' on your invoice.

You must pay the booking charges within the period specified on our invoice. Payment is required by BACS transfer, and Bank Details will be shown on the invoice. If you are unable to pay via a BACS transfer, please contact the Hall Bookings Secretary.

2.4 Purpose/Description of hiring

When you place your booking via our Hallmaster system, you must specify the purpose of your hire. Please refer to Standard Condition of Hire 3.

2.5 Tickets

Please confirm if tickets will be sold for your event. This helps to determine if events are private or public. An event will be classified as public where tickets have been sold, even if this guest list is restricted.

2.6 Food

Please confirm if food is to be provided or prepared at your event. Please be aware that you are responsible for complying with all associated legislation throughout your hire period. If you are supplying food for purchase, you should be registered with Environmental Health as a Food Business.

2.7 Alcohol

Please confirm if alcohol is to be provided or sold at your event. No alcohol (except bottles raffle prizes for fetes, bazaars etc) may be bought, sold or consumed without prior permission from the Hall Committee.

No alcohol must be left unattended on site.

2.8 Film

Please confirm if you will be showing a film as this is subject to separate legislation.

Please refer to Standard Condition 8.

2.9 Music

Please confirm if music will be performed or recorded music played at your event as this is subject to separate legislation.

Please refer to Standard Condition 7.

3. Maximum Capacity

You agree not to exceed the maximum permitted number of people including the organisers and performers:

The Main Hall can accommodate a maximum of 130 persons seated and 260 persons standing.

The Meeting Room can accommodate a maximum of 25 persons seated and 50 persons standing.

4. Music Copyright Licensing

Under the Copyright, Designs and Patents Act 1988, a licence is required if music is played and performed in public.

We have a licence with the Performing Right Society (PRS) for the performance of copyright music from the Phonographic Performance Licence (PPL).

No copyright music licence is required if your only use is:

- at a private function or party if these are of a purely domestic nature such as a wedding receptions or birthday parties when:
 - Attendance of guests is by personal invitation only (with the exception of staff or performers)
 - The function is held in a privately booked room, not at that time open to the general public
 - There is no form of charge made for admission
 - There is no financial gain to the function's organiser or host
- For sacred worship
- For wedding/civil partnership ceremonies, civil ceremonies or religious ceremonies
- For medical music therapy

5. Alcohol and Entertainment

We do not have a Premises Licence for regulated entertainment or for the sale of alcohol.

This Agreement nevertheless gives permission to the Hirer for a performance of live music, the playing of recorded music, or an exhibition of a film, but only in accordance with the Deregulation Act 2015, and with the following additional conditions:

- i). The Hirer is responsible for ensuring that screenings of films abide by age classification ratings.
- ii). The Hirer agrees that, if regulated entertainment outside of the Deregulation Act 2015 is to be held, the Hirer shall obtain the consent of the hall committee to give notice of a Temporary Event Notice (TEN) to the licencing authority.
- iii). The Hirer agrees to obtain the consent of the hall committee to give notice of their intention to provide alcohol at the hiring and to give notice of a Temporary Event Notice (TEN) to the licencing authority.

If your booking requires a TEN, it is the responsibility of the hirer to apply for and obtain this licence. Applications must be submitted to the Licensing Authority at

least 10 days before the event in order for the licensable activity to take place. Hirers must provide a copy of their TEN to the Hall Committee at least 24 hours before their booking, or your reservation will be cancelled and your deposit will not be refunded.

There is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.

6. General Terms

- As the hirer, you agree with us to be present (or your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.
- We and you hereby agree that the Standard Conditions of Hire, together with any additional conditions imposed under the Premises Licence or that we deem necessary, form part of the terms of this Agreement unless we and you agree in writing.
- None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

Tuddenham St Mary Village Hall

Standard Terms and Conditions

Standard Terms and Conditions of Hire

If the Hirer is in any doubt as to the meaning of the following terms and conditions, the Hall Bookings Secretary or other relevant persons should be consulted immediately.

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 and 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;

- Care of the premises, 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 us, you must 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

You must not use the premises (including the car park) for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

Please note the following:

- The Central Foyer is for use of all those within the Village Hall and therefore should not be taken over by any one group/class. It must not be blocked or obstructed by either groups or persons or personal belongings
- Bouncy Castles/Inflatables are allowed in the Main Hall. The Village Hall insurance does not cover use of bouncy castles. It is the responsibility of the hirer to check whether the suppliers have public liability insurance
- Excessive glitter or open pots of glitter are strictly prohibited

4. Insurance and Indemnity

4.1 You are liable for:

- (a) The costs arising from any damage (including accidental and malicious damage or that caused through your negligence) done to any part of the premises including its curtilage or its contents, during your hire period.
- (b) The cost of repair of any damage (including accidental and malicious damage) done to our WiFi, alarm, access control or fire monitoring systems during your hire period, and
- (c) All claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi services, and

- d) All claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service, and
- e) subject to sub-clause (4.2), you must indemnify us against such liabilities.

4.2 We will take our adequate insurance to insure the liabilities described in sub-clauses 4.1 (a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

- Any insurance excess incurred and
- The difference between the amount of liability and the monies we receive under the insurance policy

4.3 Where we do not insure the liabilities described in sub-clauses (c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Hall Committee. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

5. Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries. As hirer, you must ensure that the requirements of the relevant legislation are strictly observed. Note that this legislation also covers raffles.

6. Music Copyright Licensing

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

7. Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

8. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

9. Safeguarding children, young people and vulnerable adults

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 & 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

10. Public Safety Compliance

Along with this Hire Agreement and Conditions, you have also been supplied with a copy of our Fire Risk Assessment and Health and Safety Policy.

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority and our 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. You must also comply with our health and safety policy.

You must call the Fire Service to alert them of any outbreak of fire, however slight, and give details to the Village Hall Committee.

You acknowledge that you have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuation the hall.
- Location of the fire fighting equipment is details
- 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 first aid boxes (the cupboard under the kitchen serving hatch and under the sink in the meeting room?)

In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked and panic bolts are in good working order.
- 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 fire-hazards on the premises
- That the emergency lighting supply illuminating all exit signs and routes is turned on during the whole of the time the premises are occupied.

11. Noise

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

12. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that, in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- No one attending the event consumes excessive amounts of alcohol
- No illegal drugs are brought onto the premises
- You take every measure to ensure that no drink driving occurs when your guests depart

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

13. Food, health and hygiene

You must, 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 and thermometer.

If you have used any of our kitchen equipment or appliances (e.g. hob/oven/fridges), you must ensure that it is wiped out and cleaned prior to your departure. If you have utilised our dishwasher, we appreciate that it may still be operating when you depart.

All perishable items must be removed at the end of your hire period.

You will find small quantities of kitchen essentials (such as cleaner, washing up liquid, dishwasher tablets etc) in the kitchen cupboard under the sink. Please ensure all items are returned to this cupboard after use.

14. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are 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 you must make use of it in the interests of public safety.

15. Stored equipment

We accept no responsibility for any stored equipment or other property brought on to our 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 we will charge fees each day or part of a day at the stipulated hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing, selling or otherwise disposing of the same, in any of the following circumstances:

- Your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended.
- Your failure to dispose of any property brought on to the premises for the purposes of the hiring.

16. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc in a tidy and responsible manner, so as not to cause a fire.

17. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Committee will provide

assistance in completing this form and can provide details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR). Incident forms will be found in the First Aid box located in the Meeting Room.

18. Explosives and flammable substances

You must ensure that:

- Highly flammable substances are not brought into or used in any part of the premises. This includes such materials as BBQ fuels.
- No internal decorations of a combustible nature (e.g. polystyrene or cotton wool) are erected without our consent.

19. Heating, lighting, ventilation and electrical equipment

You must ensure that:

- No unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.
- All necessary lights are switched off prior to your departure.
- All doors and windows are closed prior to your departure
- The hot water urn is switched off prior to your departure

20. Animals

You must ensure that Guide dogs, Hearing dogs and Assistance dog owners are allowed on the premises.

21. Fly Posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at our premises, and must indemnify and keep us indemnified accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the Local Authority.

22. Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retails Prices.

23. WiFi Services

When using the WiFi service you agree at all times to be bound by the following provisions:

Not to use the WiFi service for any of the following purposes:

- Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material otherwise breaching any laws;
- Transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
- Interfering with any other persons use or enjoyment of the WiFi service; or
- Making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
- To keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

24. Termination of the WiFi service

We have the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- If you use any equipment which is defective or illegal;
- If you cause any technical or other problems to our WiFi service;
- If, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
- If you resell access to our WiFi service; or
- If you use our WiFi service in contravention of the terms of these Standard Conditions

25. Availability of WiFi Services

- Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.
- It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi

service is only available to your device when it is within the operating range of our Main Hall.

- We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

26. Privacy, Data Protection and Privacy Notice

- When you hire the village hall, the information you provide (personal information such as name, address, email address, telephone number) will be processed and stored so that it is possible to contact you and respond to your correspondence, provide information, send invoices and receipts relating to your hire agreement. Your personal information will not be shared with any third party without your prior consent.
- When you use our WiFi service we may also collect and store personal data through your use of our WiFi service solely for the purpose of offering the WiFi service. By using our WiFi service you agree to the terms of clause 26 and the content of clause 23-25.

27. Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, return the deposit or require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- Our reasonably considering that:
 - Such a hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
 - Unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- The premises becoming unfit for your intended use;

- 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 you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

28. End of Hire

- You are 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.
- You are responsible for sweeping and mopping all floors utilised before departure. You must also clean all surfaces & equipment.
- You are responsible for removing all rubbish and recycling
- Failure to comply with these requirements will result in an additional minimum charge of £25.

29. No Alterations

You must not make any alterations or additions to the premises, nor install or attach any fixtures or placards, decorations or other articles in any way to any part of our premises without our prior written approval. In our discretion, any alteration, fixture of fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

30. No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.