

# STALHAM POPPY CENTRE – STANDARD CONDITIONS OF HIRE

STALHAM AND BRUMSTEAD RECREATION GROUND CHARITY

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These standard conditions apply to all hiring of the Stalham Poppy Centre, Recreation Road, Stalham, NR12 9BB and they form part of the Agreement for hire between the Stalham and Brumstead Recreation Ground Charity (referred to as 'the charity') and the person who has signed the Booking Form (referred to as 'the Hirer').

If you are in any doubt as to the meaning of any of the following conditions in this document, please consult the Clerk to the Charity on [info@sabrgc.co.uk](mailto:info@sabrgc.co.uk) or call: 07932 965607.

## 1. Supervision

The Hirer shall, during the period of the hiring, be responsible for the supervision of and behaviour of all persons in their party using the Premises and all activities carried out thereon.

## 2. Use of the premises

The Hirer shall not

- i. use the hired rooms at any one time for any number of persons (including staff, volunteers and performers) greater than that stated in the Booking Confirmation.
- ii. use the Premises for any purpose other than that described in the Booking Form.
- iii. sub---hire the Premises, share the use with any person or organisation who is not named as the Hirer
- iv. use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- v. do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
- vi. allow the consumption of alcohol without the proper written permissions.

## 3. Multi use of Premises.

- a) A Hirer shall share use of all communal areas, including toilets, when another Hirer is booked into a different part of the Premises at the same time.
- b) If a Hirer wishes exclusive use of the kitchen then this must be booked as a separate room.
- c) In certain circumstances, the Clerk to the Charity will agree access to the kitchen for a Hirer for advance preparation of food for a booking that follows.

## 4. Deposits and payment of Hire Fee

- a) Bookings shall be made on [Stalham Poppy Centre : Online Booking \(hallbookingonline.com\)](http://StalhamPoppyCentre.org.uk) or via the Clerk to the charity. Bookings can be made and to the start time and from the end time of other bookings on the system, therefore set up and clear down time should be included within the booking time selected.
- b) The Hirer of regular or block bookings shall make payment within 14 days of receipt of an invoice. Hirers for regular or block bookings may not, at the Charity's discretion, require a deposit to be made. Hirers for regular or block bookings may, at the Charity's discretion, pay in arrears.
- c) Payment for all other bookings shall be made in advance. Full payment shall be made within 14 days of the issue of an invoice.
- d) A damage and breakage deposit of £100 for any large events and those after 7.00pm and £50 for individual commercial bookings shall be paid with the balance of the Hire Fee. This will be returned within 7 days following the hire date provided the Premises have been left clean, tidy and in good order and there has been no damage or breakage in the event of which the cost of rectifying or replacing such matters shall be deducted. If the cost of any

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damage or breakage is greater than the deposit, the additional cost will be charged to the Hirer (see clause 5). If any repairs are necessary these shall only be carried out by the Charity's own contractor.

## 5. Cancellation

a) If the Hirer cancels a booking (including a single booking within a block booking) and the Charity are unable to secure a comparable replacement booking, the payment of the Hire Fee shall be as follows: ---

- i. Cancellation within 14 days of the date of booking – 100% of charges owed.
- ii. Cancellation between 15 and 30 days of date of booking – 25% of charges owed.
- iii. Cancellation with more than 30 days' notice – no fee charged and booking deposit refunded.
- iv. A hirer with a regular or block booking shall give 60 days' notice to terminate the block booking during which time the Hire Fee will be due.

b) In the event of cancellation due to bad weather, the payment of the Hire Fee shall be at the discretion of the Charity.

c) The Charity reserve the right to cancel a booking by written notice to the Hirer in the event of:

- i. the Charity reasonably considering 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
- ii. the Premises being required for use as Polling Station.
- iii. the Premises or access to the Premises becoming unfit for the use intended by the Hirer.
- iv. an emergency requiring use of the Premises for the community such as emergency shelter.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Charity shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## 6. Insurance and indemnity

a) **The Hirer** shall be liable for and indemnify and keep indemnified each member of the Charity (which expression for the purpose of this clause shall where appropriate include its volunteers, employees, agents and invitees) against:

- i. the cost of repair of any damage howsoever arising to any part of the Premises to a maximum of £250
- ii. all claims, losses, damages and costs in respect of any damage loss or injury to any person or property or as a result of any nuisance caused to a third party

arising out of the use of the Premises by the Hirer and the Hirer shall maintain insurance covering the liabilities in (ii) in such sum as the Charity shall from time to time prescribe and shall if required produce evidence of valid cover to the Clerk to the Charity PROVIDED THAT the Charity may, at their discretion waive this requirement in respect of all or some of the above liabilities.

b) The Charity may (and in the event of exercising the waiver in accordance with the proviso above, shall) maintain its own insurance (details of which are available from the Clerk to the Charity) in respect of the liabilities in clause 5 a) and in the event of any risks occurring shall claim on such insurance PROVIDED THAT the Hirer shall be liable for, and pay on demand, any:

- i. excess (in case of Premises over £250) imposed by the insurance company.

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ii. difference between the amount of claim and the monies received under the insurance policy

c) Details of the Charity insurances' referred to in the clause 5 can be obtained from the Clerk to the Charity and the Hirer is deemed to have full knowledge of them when hiring the Premises.

## 7. Gaming, betting and lotteries

The Hirer shall do nothing, on or in relation to the Premises, which contravenes the laws relating to gaming, betting and lotteries.

## 8. Performing Rights Licence

The Premises have a Performing Rights Society Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, or by performers in person. If other licences are required in respect of any activity in the Premises, the Hirer shall obtain the relevant licence. The Premises also have a TV licence.

## 9. Licences for sale or consumption of alcohol.

Applications to sell alcohol on the Premises must prior to application to North Norfolk District Council be agreed in writing with the Clerk to the Charity at the time of booking as only a limited number of licensed events are permitted in each calendar year. If approved, it is the responsibility of the Hirer to apply to North Norfolk District Council and pay for a 'temporary events notice' (TEN). The Hirer is responsible for observing the conditions of the TEN.

## 10. Public safety compliance The Hirer

- i. shall comply with all conditions and regulations made in respect of the Premises by the Local Authority, the Licensing Authority, the buildings Fire Risk Assessment and HSP. The HSP with its appendices is available to Hirers on the Website or on request from the Clerk to the Charity. A copy is displayed in the premises.
- ii. shall, before using the Premises, be deemed to have read and agrees to comply with the terms of the HSP.
- iii. has legal duties with regard to the safety of those persons assisting and/or attending the event. Guidance outlining these duties is provided as Appendix 3 of the HSP and is also displayed in the Premises.
- iv. The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Bookings Secretary.

## 11. Means of escape

- i. All means of exit from the Premises must be kept free from obstruction and immediately available for instant free public exit.
- ii. The emergency lighting will automatically come into use if electricity supply fails. It illuminates the Emergency Exit routes.

## 12. Smoking

The hirer shall ensure that no smoking or vaping is allowed within the building.

## 13. Health and hygiene

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

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## 14. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used therein shall 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.

## 15. Explosives and flammable substances

- The hirer shall not :
- i. bring or use flammable substances and naked flames inside the Premises with the exception of tea lights in suitable containers.
  - ii. erect internal decorations without the consent of the Clerk to the Charity. No decorations are to be put up near light fittings or other sources of heat.
  - iii. use BBQs on the Premises.

## 16. Heating

The Hirer shall not bring on to, or use additional heating, on the Premises.

## 17. Noise

The Hirer shall use reasonable endeavours to ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

## 18. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall use reasonable endeavours to avoid excessive consumption of alcohol. Drunk and disorderly behaviour is not permitted either on the Premises or in its immediate vicinity. Care should be taken to avoid disturbance to neighbours of the centre. No illegal drugs shall be brought on to the Premises.

## 19. Animals

The Hirer shall not bring or allow to be brought animals (including birds) except guide or hearing dogs onto the Premises other than for a special event agreed by the Clerk to the Charity. No animals whatsoever are to enter the kitchen at any time.

## 20. 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.

## 21. Stored equipment

The Hirer may only store equipment or other property at the Premises with prior written agreement of the Charity. The Charity accept no responsibility for any stored equipment or other property belonging to a Hirer brought on to or left at the Premises, and all liability for loss or damage is hereby excluded. Storage Costs:

To be charged from 1st January 2022.

One cupboard allocated to regular groups for free and any additional cupboards at £5.00 per week.

Main activities store for large items £10.00 per week.

Main activities store shelving units, communal use for all regular hire groups. Accessed by master key holders.

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## 22. Alterations, decorations and dry ice/smoke machines

- i. No alterations or additions may be made to the Premises nor may any fixtures be installed or notices, placards, decorations, balloons or other articles be attached in any way to any part of the Premises without the **prior written** approval of the Clerk to the Charity. Sellotape and drawing pins must not be used as they will cause damage.
- ii. Dry ice or smoke machines cannot be used in premises.

## 23. Activities for children and vulnerable adults

- a) The Hirer shall comply with the provisions of The Children Act 1989 (as amended) or any other relevant legislation applicable to activities relating to or involving children.
- b) The Hirer shall comply with the provisions of The Safeguarding policy set down by the Charity for events and activities involving children. This is available on request from the Clerk to the Charity and the Hirer shall be deemed to have full knowledge of its details.
- c) Hirers, other than those hiring for private functions such as parties, will need to satisfy the Clerk to the Charity of their policies with regard to the protection of children and vulnerable adults and to undertake or supply copies of DBS checks as appropriate.

## 24. Equal Opportunities

The Hirer shall comply with the Charity' Policy on Equal Opportunities which is available on request from the Clerk to the Charity.

## 25. End of hire

The Hirer shall leave the Premises and surrounding area in a clean and tidy condition, all refuse removed to external bins, all electrical appliances turned off unless directed otherwise and, if a key holder, securely closed. If not a key holder, the Hirer must remain at the premises until the Charity' representative arrives to secure the building. Any damage and breakages will be charged to the Hirer (see clause 3c). Any contents including furniture temporarily removed from their usual positions must be returned to the location in which they were found at the start of the hire, otherwise the Charity shall be at liberty to make an additional charge. The key (if one is issued) must be returned within 24 hours to or as arranged with the Clerk to the Charity. All equipment, appliances and any other items brought into the Premises shall be removed at the end of the hiring.

## 26. No rights

The Hiring Agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the Hirer.

## 27. Special Conditions

**A. The following clause, is a Special Condition of Hire for all regular Hirers (weekly / fortnightly / monthly / seasonal or term time) or block bookings.**

**The Hirer shall when requested to do so by the Clerk to the Charity and subject to the sub---clauses below make way for other Hirers on an occasional basis.**

- i. The request to accommodate a special booking will be given to the Hirer by the Clerk to the Charity. Such request shall normally only be made if it is considered by the Clerk to the Charity to be in the wider interest of the community and/or hall. *The Clerk to the Charity shall consult with the Chairman or other Trustees if guidance is needed.*

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- ii. Notice of not less than 60 days shall be given for any such request.
  - iii. The Clerk to the Charity shall endeavour to ensure that requests to give up bookings are not made on consecutive booking dates. (*A minimum of 60 days (weekly bookings) or 90 days (monthly bookings) is suggested between any dates so as not to be detrimental to The Hirer in the long term.*)
  - iv. The Hirer shall not be required to give up a booking for more than 10% (rounded up to the nearest whole number) of the bookings made in a calendar year.
  - v. The Clerk to the Charity shall take into account the effect of a Public Holiday on such requests.
  - vi. Where the Hirer can identify commitments (e.g. booked speakers, published league fixtures, performance dates, competition rehearsal dates, etc) it is accepted that these will be amongst the dates the Hirer will not be able to meet any 'special' request to give up their booking.
  - vii. The Parish Council is exempt from these arrangements due to the statutory need to publish their meeting dates with other agencies.
  - viii. When the Hirer gives up a booking, the booking fee shall not be charged and if an alternative date can be found within 30 days of the released booking, this will be at 50% of normal hire rate.
  - ix. Charity shall reimburse a displaced Hirer with any reasonable costs incurred by them as a consequence of the cancellation.
  - x. The Hirer signing the current booking form has the final decision on whether to agree to any particular request. However, in the booking year as a whole, the Hirer must contribute to meeting the requirements for 'special' requests if they arise within the parameters of these proposals.
- B) The Charity or their representative, the Clerk to the Charity, may as a condition of hire specify additional conditions. These (if any) will be notified to the Hirer in writing and agreed before the booking is confirmed.

## GUIDANCE FOR THE HIRER/PERSON RESPONSIBLE.

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A Caretaker is not present on the Premises. As the Hirer and responsible person for the event/function, you have legal duties with regard to the safety of those persons assisting or attending the event. A contact list for assistance is displayed in the office. There is a telephone located in the office.

## Before the event you should be aware of:---

- What fire protection systems are available.
- How a fire will be detected.
- How people will be warned if there is a fire.
- How evacuation of the building should be carried out including arrangements for those identified as being especially at risk such as those with disabilities or children.
- Where people should assemble after they have left the building and procedures for checking everybody has evacuated the building.
- Arrangements for fighting a fire.
- How fire and rescue services and any other services will be called.
- Procedures for meeting the fire and rescue services on their arrival.
- Limitation on numbers of people.
- Checking all fire escape routes are clear of obstruction.

## At the start of an event you should notify all present about :---

- The Fire alarm sounds as a continuous bell.
- Location of exits and escape routes.
- Taking only valuables immediately to hand and not to go to collect other belongings.
- Not leaving items on the floor that could cause obstruction e.g. handbags.
- The location of the Assembly Point.
- What will happen after an evacuation.

## During an event, you should ensure that:---

- Escape routes and exits do not become obstructed.
- The No Smoking policy is adhered to.
- No naked flames are started (unless authorised).
- Rooms do not become overcrowded.
- Permitted numbers are not exceeded.
- Noise levels cannot drown out the need for emergency announcements.
- You are aware of the disabled call alarm in the disabled toilet.

## AT THE END OF THE HIRING, YOU SHOULD ENSURE THAT:---

- The Premises are left clean and tidy and equipment is returned to its correct position / storage area.
- All rubbish and items brought onto the Premises are taken away.
- All heaters including water heaters and cookers are turned off.
- All electrical appliances are turned off and unplugged.
- All lights not required for security reasons are turned out.
- All internal doors are closed.
- All exits to the Premises are locked/secured and the key (if issued) is returned as arranged with the Bookings Secretary.
- Regular users should keep their key and alarm code secure.