

Postwick Village Hall

Ferry Lane, Postwick, Norwich, NR13 5HL

web site : www.postwick.co.uk e-mail: postwickfunctions@outlook.com

Hire Agreement for the Hire of Postwick Village Hall

This agreement is made between Postwick Social Club (the Committee) and (THE HIRER) for the hire of the Hall and Kitchen (THE PREMISES) for the purpose of an event (THE EVENT) as recorded on the online booking form.

Note no agreement is formed until these Terms and Conditions are agreed to, the deposit has been paid and the booking confirmed by the Administrators. The balance must be paid at least 2 weeks before the event. (See Payment & cancellation terms at below)

Standard Conditions of Hire

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

THE HIRER will:

1. Be responsible for the behaviour of all persons attending the event. The maximum capacity for the Premises is 100 people.
2. Ensure the premises are only used in the period/times of hire booked. The times you book should include both set-up time and clearing away/clean up time.
3. Read and comply with all Health and safety policies including the Fire Risk Assessment. You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall administrator.

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

- The action to be taken in the event of fire, including calling the Fire Brigade and evacuating the hall.
 - The location and use of fire equipment. (diagram of location available in premises)
 - Escape routes and the need to keep them clear and method of operation of escape doors.
 - The Assembly point if the Premises are evacuated.
 - Ensure that you and any event organisers are aware of the nearest suitable exits for disabled visitors or guests, and that these routes remain clear and accessible at all times.
4. Ensure no smoke machines, candles*, vaping or any types of pyrotechnics are used. **Birthday candles on cakes are permitted, provided they are supervised by a responsible adult at all times.*
 5. A First Aid kit is provided on the wall in the kitchen. There is a Defibrillator on the outside of the hall. Accidents or incidents should be recorded in the Accident book kept in the kitchen.
 6. Please keep doors and windows closed in cold weather. Our Air Source heat pump does not provide instant heat so once the hall is cold it takes many hours to reach a comfortable temperature.

7. Be financially responsible for all damage to the buildings and contents (this includes the playing field and car park). Decorations must not be pinned to woodwork or fixed to paintwork using tape or any other fixing likely to cause damage (please use white tac only). All damage is to be reported immediately to the hall administrator and recorded in the notebook on the kitchen shelf. Please remove any damaged/unsafe equipment, furniture etc to the rear storage room and place in the designated area.

8. Regular Hirers must provide a copy of their Public Liability Insurance to the Committee, Hall Administrator or parish clerk on first hire and then annually. Ensure that any persons hiring out children's play equipment, to be used on the Premises or the surrounding playing fields, are fully insured for Third Party damage and Personal Injury, as the Committee and Postwick with Witton Parish Council shall not be liable for any damage or injury caused resulting from the operation of such equipment.

9. Not allow the premises to be used for any other purpose other than the description of the Event as recorded on the booking form, nor can the Premises be sub-let.

10. **Parking:** All vehicles and property left in the parking area are at the owner's risk. The Committee and parish council will not accept responsibility for any loss or damage howsoever caused, except were arising from their negligence. Parking cannot be guaranteed and there is no alternative parking in the village therefore we encourage car sharing wherever possible. Only registered disabled persons vehicles should park in the disabled bays at the main entrance. These places may be used for loading and unloading purposes but should be vacated as soon as possible. Do not obstruct the front doors or path to the side of the building as this is a fire exit and evacuation route.

11. Be responsible for the insurance of any items brought onto the Premises. For regular hirers, the Committee and Postwick with Witton Parish Council will not be responsible for any loss or damage to any equipment stored on the Premises. Any equipment or items left behind following the completion or termination of the hire will be disposed of and any costs incurred for its disposal will be charged to the Hirer.

12. **Safeguarding** children, young people and vulnerable adults. You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must agree to abide by the Parish Council safeguarding policy (available on the website) or provide us with a copy of your Safeguarding Policy and confirm that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

13. **Comply with the Licensing Act 2003** It should be noted that the following, among other things, are criminal offences under the Licensing Act 2003; which on conviction could incur a fine up of up to £5000

- the sale or supply of alcohol to children under 18 years of age
- allowing the sale of alcohol to children under 18
- knowingly allowing the consumption of alcohol on the premises by a person aged under 18
- allowing disorderly behaviour on the premises
- the sale of alcohol to a person who is drunk
- obtaining alcohol for a person who is drunk
- knowingly allowing a person aged under 18 to make any sale or supply of alcohol unless the sale or supply has been specifically approved by the premises user or any individual aged 18 or over who has been authorised for this purpose by the premises user.

14. You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided, or which is attended by children. Where alcohol is being sold for consumption, children under 16 are not permitted in the bar area unless accompanied by an adult aged 18 or over, and the Hirer is responsible for their supervision.

15. Not allow the consumption of any alcoholic liquor on the Premises unless purchased from the bar or has been agreed with the Committee or the Hall Administrator. A corkage fee is applicable for alcohol not purchased on the Premises. See Hire rates and fees document.

16. Not allow any controlled (illegal) drugs on the premises as defined in the Misuse of Drugs Act 1971

17. Observe the no smoking rules on the Premises. Please use cigarette bins provided outside of the hall building by the main entrance and on the patio area to dispose of cigarette/tobacco products.

18. Ensure that nothing carried out on the premises contravenes any law relating to gaming, betting and lotteries.

19. The Committee accepts no responsibility for food served on the premises.

At the end of the Event:

20. Place all recyclable waste (plastic bottles, paper, cardboard, cans) and other non-food waste in the blue multi-bin outside, sited near the cycle rack to the side of the Village Hall.

21. Take ALL unused food or food waste away from the Premises and NOT left in any of the bins or in any of the fridges, freezers or cupboards.

22. Ensure ALL soiled nappies are taken away after the Event and not left anywhere on the Premises.

23. Leave the premises and contents in a clean and tidy condition and return all furniture used to its original storage place.

24. Be responsible to turn off all lights, close all doors, lock all windows and close curtains & blinds at the end of the Event.

25. On leaving the premises, check all external doors are secure and locked. The key to be returned as arranged with the Hall Administrator.

26. Please respect our neighbours and leave the Premises quietly, particularly late at night.

27. Committee members, councillors, or appointed contractors reserve the right to access the premises at any time. Where practicable, notice will be given; however, no notice may be provided in emergencies. Entry will not be made where safeguarding considerations apply, except for emergency repairs.

Complaints

Any complaint connected with the hire of the Premises should be made in writing to the Committee within 14 days of the Event.

Payment, Cancellation Policy and Notice Periods

The Hirer can pay by Bank Transfer (BACS) to:

Postwick Village Hall and Social Club;

Sort Code 20-62-53

Account No. 40734284

with HIRERS NAME as the reference.

Or by Cheque made payable to Postwick Village Hall Social Club and sent to Postwick Social Club, c/o All Saints House, 2, Ferry Lane, Postwick, Norwich, NR13 5HL.

The deposit amount paid is non-refundable unless government guidelines prohibit such events at the time of the event.

The final balance must be received as cleared funds at **least two weeks** prior to the Event date.

If the Event is cancelled by the Hirer by giving at least 28 days' notice before the Event date, any hire cost paid less the deposit will be refunded.

Regular Hirers can terminate the Hire Agreement by giving at least 28 days' notice.

If the Hirer uses or intends to use the Premises for anything other than the Event agreed and described, the Committee or Hall Administrator can terminate the Hire Agreement at any time. Any fees paid will not be returned.

In the unlikely event that the booking has to be cancelled by the Committee or Hall Administrator the Hirer will be notified as soon as possible and all fees paid refunded. The Committee shall not be liable for any consequential loss to the Hirer.

In the event of any breaches of any of the conditions of hire, the Committee reserves the right to terminate the booking at any time during the event, for the Hirer to vacate the premises and the full hire fee will be forfeited.

Data Protection: *These details will only be retained for the purposes of contacting you about the premises, the event or payment. They will be retained for a period of no more than 24 months after the hire period ends.*