



CONDITIONS OF HIRE – TOWN HALL

In these conditions THE HIRER means an individual hirer or the authorised representative of an organisation hiring the Hall (THE HALL means all those parts of the premises together with their contents to which the hirer has access during the hire) – THE COUNCIL means Stalham Town Council.

THE HIRER is deemed to be the person making the booking and signing the booking form and this person will be the person to whom the key may be entrusted and who will be responsible for the security of the Hall. The key must not be loaned to any other person for access to the Town Hall, no copies may be taken. The key is to be returned to THE COUNCIL after the end of the booking, unless other arrangement is made prior to the time of the booking. Regular users may not loan their key to any other person for access to the Town Hall other than for the bookings which have been made in the name of the key holder's organisation. THE COUNCIL reserves the right to withdraw the right to hold a key from any hirer not complying with this clause.

Supervision-During the period of the hiring the hirer will be responsible for the care of the Hall and its contents and for supervising the behaviour of all persons using the Hall and undertakes to leave the Hall and contents clean and undamaged at the end of the hire.

Use of Premises- THE HIRER shall use the Hall only for the purpose described by them on the Booking Form and shall not sub-let the Hall or use the Hall for any unlawful purpose or to do anything which may invalidate any insurance policies in respect thereof nor allow the sale of alcohol thereon.

The Cellar may not be accessed at any time by hirers. No items are to be stored in any part of the Hall without prior arrangement with the Town Clerk. Any articles found being stored without prior arrangement will be disposed of immediately without consulting the owner. This includes any items left in the fridge.

1. Licences –THE HIRER shall be responsible for obtaining such licences as may be needed whether from The performing Rights Society, from Phonographic Performance Ltd or otherwise for the observance of any restrictions imposed by them. The hall does not have a Licence for the sale of intoxicating liquor, or a music licence. Anyone wishing to sell intoxicating liquor or play music must have a licence to do so and must contact the Town Clerk in advance of the booking.

2. Gaming, Betting – THE HIRER shall not use The Hall in contravention of the law relating to gaming. Betting and Lotteries. Notice is drawn to the rule regarding the sale of raffle and tombola tickets; It is against the law to offer ticket price of (e.g. 25p per ticket) or (e.g. 5 tickets for £1.00) all tickets must be offered at the same price.

3. Public Safety Compliance – The HIRER shall make him/herself familiar with the means of escape from The Hall and in the event of fire is responsible for operating the rules on the Fire Notices posted at each exit. All spillages must be cleared immediately, materials are available in the kitchen.

4. THE HIRER shall comply with all conditions and regulations made in respect of the Hall by the Fire Authority, the Local Authority, and the local Magistrates Court or otherwise particularly in connection with any event which includes public dancing or music or other similar entertainment or stage play.

- 5. Smoking-** No smoking or vaping is permitted in any part of the premises
- 6. Health Safety and Hygiene-** THE HIRER shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations.
- 7. Electrical Appliance Safety –** Any electrical appliances brought in for use in the Hall must be in a safe working order and used in a safe manner. Heaters and Coolers must not be plugged into sockets in the Hall. The HIRER is responsible for enforcing this condition.
- 8. Accidents –**In the event of an accident, details must be entered in the accident book, First Aid Box & Accident Book are in the kitchen. Any incident must be reported immediately to the Town Clerk.
- 9. Breakages, damage to or failure of equipment –** Any damage or failure is to be reported to the Town Clerk – 07881638145, clerk@stalhamtowncouncil.org.
- 10. Animals –** No animals – apart from registered Help Dogs- are to be brought into any part of the Hall other than for a special event for which prior permission has been obtained from the Town Clerk. The Hirer is responsible for making sure this rule is adhered to.
- 11. The Children Act 1989 –** Activities for children under eight years of age must comply with the provisions of The Children Act. Adults having contact with the children must be suitable persons within the meaning of the Act and of all legislation current at the date of the event. (See VHIS No5)
- 12. Sale of Goods –** THE HIRER shall comply with the Fair-Trading Laws and the Sale of Goods Act. The Hirer is responsible for checking that anyone who is selling food for personal profit has and Displays a Food Hygiene Certificate and complies with all necessary legislation.
- 13. Insurance and Indemnity –** THE HIRER must hold Public Liability Insurance for the date/s of the event/s if they are profit making events or it is on behalf of a Charity. If The Hirer relies on his/her own Public Liability Insurance a copy of the current policy must be lodged with the Town Clerk prior to the date of the booking or if The Hirer has a regular booking upon the insurance renewal.
- 14. THE HIRER** shall indemnify Stalham Town Council against prosecution, action, claims proceedings and/or any costs arising from failure to observe the rules.
- 15. Advertising for Charitable Events –**THE HIRER must on all advertising clearly state the name of the Charity which will benefit from the proceeds off the event.
- 16. Toilet Area –** The General Public are permitted to use the toilets in The Hall when it is let for an event to which the General Public have right of admission, but not when it is let for a private event or to an organisation for meetings of its members.

17. Cancellation –

- (a)** If THE HIRER cancels a booking notice must be given four weeks before the event. The Council reserves right to charge the fee if less than four weeks' notice is given.
- (b)** In the event that The Hall is required for a Polling Station for an election, The Committee has the right to cancel any hire, in which case The Hirer shall be entitled to a full refund of any fee already paid.
- (c)** If between the date of the hiring and the date The Hall is required, the Hall or any part thereof becomes unfit for use the Committee shall refund any fee paid.
- (d)** In the case of regular bookings, the Committee reserved the right to cancel this hiring agreement at any time during the term of the agreement by giving 4 weeks' notice in writing to the Hirer. The Hirer shall be entitled to a refund of any fees paid, but not used for hire of the Hall.
- (e)** In none of the above circumstances (b) (c) or (d) shall the Committee be liable to the Hirer for any consequential loss.
- (f)** In the case of regular bookings, the Hirer shall be bound to give a minimum of 4 weeks' notice of cancellation of the regular session/sessions. Failure to comply with this will render the Hirer liable for payment of the rental charges for 4 weeks.

18. Refusal of a Booking – The Town Clerk reserves the right to refuse any booking.

19. End of Hire – THE HIRER is responsible for leaving the Hall in a clean and tidy condition, properly locked and with windows Secured.

Any contents and/or equipment temporarily moved from their usual positions must be returned. All tables that have been used must be wiped down. If the Committee finds it necessary to have the tables specially cleaned, the Hirer will be liable for an additional charge. The Hirer is responsible for the removal of all rubbish arising during the period of hire as there is no refuse collection from the Town Hall.

Cleaning products and cloths are available under the sink in the kitchen.

20. Noise – THE HIRER shall ensure that the minimum of noise is made on arrival and departure. Please respect our neighbours.