

# THORPE END VILLAGE HALL ASSOCIATION

## HIRE AGREEMENT

1. **The Hirer** will, during the periods of hire, be responsible for supervision of the premises, the fabric and the contents, their care, 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. Please do not park on any of the grass areas. Overnight parking is not permitted without the written approval of the Village Hall Committee.
2. **The Hirer** shall not use the premises for any purpose other than that described in the Hire Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring on to the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
3. **The Hirer** agrees not to exceed the maximum permitted number of people including the organisers/performers.
4. **The Hirer** shall be responsible for obtaining such licences as may be needed for the sale or supply of alcohol.
5. **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.
6. **The Hirer** shall comply with all the conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing, music or other similar public entertainment or stage plays.
7. **The Hirer** shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
8. **The Hirer** shall indemnify the Committee for the cost of repair of any damage done to any part of the property including the grounds thereof or the contents of the buildings, which may occur during the period of the hiring as a result of the hiring.
9. If **The Hirer** brings any play or activity equipment into the hall they shall take full responsibility for the safety of users and indemnify the Committee against any costs relating to any accident and for the repair of any damage caused. **Bouncy Castles** or other powered inflatables inside the Hall or within the grounds are **NOT PERMITTED**.
10. If **The Hirer** wishes to cancel the booking before the date of the event and the Committee is unable to make a replacement booking, the question of payment or the repayment of the fee shall be at the discretion of the Committee.
11. **The Hirer** shall ensure that the minimum of noise is made on arrival and departure. If the committee receives any complaints from the Village Hall neighbours, they reserve the right to penalise **The Hirer** for such inappropriate conduct.
12. **The Hirer** shall ensure that no dogs except guide dogs are brought into the hall.
13. At the end of the period of hire, **The Hirer** shall be responsible for leaving the premises

and surrounds 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 Committee shall be at liberty to make an additional charge. All rubbish must be removed from the premises and grounds by **The Hirer**.

14. The Management Committee reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, or requisition by the local authority for use as a respite centre, in which case **The Hirer** shall be entitled to a refund of any payments already made.

15. In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired, The Management Committee shall not be liable to **The Hirer** for any resulting damage or loss whatsoever.

16. **The Hirer** shall ensure that any activities for children are only performed and supervised by fit and proper persons and all appropriate legal checks have taken place.

17. **The Hirer** is responsible for arranging any necessary insurance. NO indemnity is granted by any of the Village Hall's insurances to any Hirer or individual unless previously advised. The Hall obtains licences from the Performing Rights society and from Phonographic Performance Ltd. **The Hirer** must observe all such licences.

18. The Management Committee reserves the right to seek reimbursement for the cost of repairs, replacements or special cleaning.

**The following scale will be used for deductions from deposits:**

- a. 25% retention if the heating is left on (irrelevant of whether it was on or off on entry).
- b. 25% retention if The Hirer does not leave the hall or grounds as described in 13 above.
- c. 50% retention if The Hirer does not leave the hall and grounds as described in 13 above.
- d. 50% retention if The Hirer leaves after the end of session deadline or there is disturbance to neighbours
- e. If damage or breakages occur, the Committee could pursue **The Hirer** for full reimbursement.
- f. A cancellation of a booking may incur a £10 management fee.

19. **The Hirer** shall comply with all conditions and regulations made in respect of the premises by the Local Authority, any Licensing Authority, the Hall's Fire Risk Assessment and Health and Safety Checklist (a copy of which is available on the Thorpe End Village Hall Website) 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.

**The Hirer** shall also comply with the Hall's safety policy (which are stated in the Hire Agreement)

20. **The Hirer** acknowledges that they understand and will adhere to the following fire safety matters:

- The action to be taken in event of fire which includes calling the Fire Brigade and evacuating the Hall.
- The location and use of fire equipment
- Escape routes and the need to keep them clear
- The Fire Assembly area which is in the main car park
- 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

21. At the start of the hire, **The Hirer** shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order

- That all escape routes are free of obstruction and can be safely used
- That any fire doors are not wedged open
- That exit signs are illuminated
- That there are no obvious fire hazards on the premises

22. **The Hirer** shall ensure that the above fire safety checks are completed prior to, and maintained during the period of hire and have a record that such checks have been undertaken.

23. **The Hirer** agrees not to permit unsupervised under 16s in the hall and grounds and not to allow any under 5s in the kitchen area.

24. **The Hirer** agrees to keep all means of exit from the premises free from obstruction and immediately available for instant free public exit.

That they will keep the emergency lighting supply illuminating all exit signs and routes turned on during the whole of the time that the premises are occupied for the function

25. **The Hirer** agrees to call the Fire Brigade to any outbreak of fire, however slight, to evacuate the building immediately and not to re-enter until permission is given by the Fire Officer in charge. Details of any fire or emergency call shall be emailed to [bookings@thorpeend.org](mailto:bookings@thorpeend.org)

26. **The Hirer** shall ensure that any electrical appliances brought by them to the premises whether in use, or not, shall be safe, in good working order, and if used shall be in a safe manner in accordance with the Electricity at Work Regulations 1989. This includes ensuring any legally required Portable Appliance Testing has been undertaken. When using portable electrical equipment a residual circuit breaker must be used.

27. **The Hirer** shall ensure that no unauthorised heating appliances shall be used on the Premises without the written prior consent of the Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances must not be used in any event.

28. **The Hirer** shall ensure that:

Highly flammable substances are not brought into, or used in any part of the premises and that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Management Committee. No decorations are to be put up near light fittings or heaters.

**There should be no bonfires lit, or fireworks set off, within the boundaries of the Hall and Grounds.**

29. The Management Committee reserves the right to refuse a booking without notice or to cancel this hire agreement at any time either before or during the term of the agreement upon giving seven days notice in writing to **The Hirer**. **The Hirer** shall be entitled upon such notice to reimbursement of any monies paid by **The Hirer** to the Committee but the Committee shall not be liable to make any further payments to **The Hirer**.

30. To comply with the General Data Protection Regulation, **The Hirer** accepts that during the run-up to a Hall booking, it will be necessary for Officers of the Management Committee to retain some personal data from applicants to enable the booking to be administered. This will include name, home address, phone number, Email address and bank details. This data will be held on officers' personal computers or on paper files and will be kept secure. The Hall does not have its own computer. At no stage will such data be shared with third parties, except the Police in very rare circumstances when we receive a request to co-operate with a Police enquiry. All personal data will be destroyed once the booking has been completed, as long as there are no ongoing issues. The Management Committee reserves the right to retain information of Hirers who have breached the Hire Agreement.

# THORPE END VILLAGE HALL ASSOCIATION

## USE OF HALL

### 1. HOW TO ACCESS THE HALL

The keys are contained within a 'key safe' which is in the form of a combination padlock locked to the car park gate. You will be emailed the combination to the lock to obtain the three keys inside. The 3 keys are:

- i. Car Park Gate
- ii. Hall Entrance Gate
- iii. Hall Front Door

Please secure the chain with the padlock round the car-park gate during your function. Please also secure the outer door padlock into the hall, by fastening it round the entry-gate. Please keep the keys safe during your hire period and return them to the key safe at the end of your function. The key safe is to remain attached to the car park gate at all times. Please scramble the numbers when the key safe is not in use.

We cannot accept responsibility if you do not follow this procedure and as such you will have no right to a refund should you be unable to access the hall. However, a Committee member may be on hand to assist you with the combination in such situations but please do not rely on this.

***Please note that the Wild Flower Meadow is accessible to the general public at all times and they can access this through the pedestrian gate and along the side of the village hall grounds.***

### 2. LIGHTS

#### Internal

Emergency Exit signs must be illuminated whilst the hall is occupied; the control switch for the lights is high on the right hand wall, inside the entrance and is normally left on for security reasons. All other lights must be turned off when leaving.

#### External

The main entrance external light is controlled by a light sensor, and remains on during hours of darkness. Outside floodlights are sensor controlled. The switch on the right controls the lights to the rear car park as you enter the lobby (adjacent to the lobby switch itself), which should also be left on.

### 3. HEATERS

Timers that are set by the Property Officer control the gas heaters in the main hall. Hirers cannot adjust these timers. Hirers can adjust the thermostats where necessary at the beginning of the function. If the thermostats are set to 17 degrees, the Hall should be warm enough in normal circumstances. Once the thermostats are set, the heaters come on automatically. The thermostats must be turned back to zero at the end of the function. The Committee reserves the right to retain 25% of the deposit if this rule is not complied with. Please note - the heaters in the toilets, kitchen and lobby are left on during the winter.

### 4. KITCHEN ITEMS

The use of the kitchen, crockery, glassware and cutlery is included in the hire. All kitchen equipment should be washed and dried and replaced in its correct place. Kitchen breakages or losses will be charged at cost price.

### 5. FLOOR CONDITION

It is important that we maintain quality of the floor of the Hall and hirers should lift tables and chairs and not drag them across the floor, a chair trolley is available in the large storeroom.

## 6. ACCIDENT BOOK

The Management Committee wishes to maintain a safe and healthy environment in the Hall; so should an accident occur to you or your guests please enter brief details in the accident book which is located with the First Aid Kit in the kitchen. Remove the completed sheet and return it to **the booking secretary**. This will enable us to learn from the incident.

## 7. FINISHING TIMES

The Hall must be vacated by the end of the booked session. The Management Committee reserves the right to retain up to 50% of the deposit if these times are not adhered to.

## 8. CLEANING & RUBBISH DISPOSAL

Please ensure that the Hall is left clean and tidy, and that the floors are swept as necessary and all spillages are cleaned up. A charge for special cleaning will be payable should this not be the case. Unused food or drink must be taken away. Cleaning kits are located in the kitchen and chair/table store room cupboards.

Waste bags are available to use in the kitchen.

All rubbish and waste must be taken away by **The Hirer**.

## 9. RETENTION POLICY

Our priority is to ensure you start your hire with a clean and tidy Hall and fit for your purpose. In most cases, the condition of the Hall is as a result of the previous hirer adhering to our terms and conditions. These conditions are here not only to define expectations but also to make sure that the Hall is left in a presentable condition ready for your hire.

**As The Hirer, it is your responsibility to leave the Hall in at least the same condition as you found it. If we find any damage to the hall and/or it is not left in a satisfactory condition, we reserve the right to claim from you or your organisation for reparation and/or costs. If payment is not forthcoming for any such work we will pass this to our legal team which may require you to respond to the court services.**

At the start of your hire, you should inspect the condition of the Hall which should be in a clean and tidy state left by the previous hirer. **If you find that the Hall is not in a satisfactory condition for your hire, you must take photographs with a time and date stamp and email them to [bookings@thorpeend.org](mailto:bookings@thorpeend.org)** If you are unable to start your hire due to the condition of the hall please contact the booking secretary. We cannot accept photographs without date and time as evidence of the hall being unsuitable to use.

Breakages are sometimes purely accidental and we don't want you to ruin your hire should something happen during your time. Please report any breakages as soon as practically possible by emailing **[bookings@thorpeend.org](mailto:bookings@thorpeend.org)** We cannot guarantee we will not charge you for the breakage but we will take into account your disclosure and the circumstances surrounding it.

Under some circumstances the Management Committee may also recompense a subsequent hirer following your hire if you leave the Hall in a condition deemed unsuitable for hire. This may result in an additional charge to you taken from your deposit.

If we are not happy with how you leave the Hall, we will notify you at our earliest convenience and invite you to respond to the allegation. If we feel you have contravened the conditions above we will deduct the defined amount from your deposit. Where we feel further action is required or you dispute the allegations, we will retain the deposit until our next available committee meeting. You will be invited to attend if you feel you have a point to make. The Management Committee's decision will be final.

## 10. FACILITIES

Although the Hall has a capacity of up to 160 people there is only sufficient equipment for up to 100 people:

23 tables (will seat 4-6 per table) and 100 chairs

Hot Water Dispenser, Refrigerator, Oven, Hob, Electric Kettle, Sugar Bowls, Milk Jugs, Teapots, Dinner Plates, Side Plates, Pudding Bowls, Cups, Saucers, Knives, Forks, Dessert spoons Teaspoons, Serving Spoons, Wine and other glasses.

Please note, we do not supply tea towels – you will need to supply your own.

#### 11. **SMOKE DETECTORS**

We value the safety of you and your guests very highly, therefore the Hall is fully equipped with smoke detectors. These detectors are capable of picking up smoke from candles, cigarettes, smoke machines such as those used by DJs and other entertainers and dust from equipment used in the Hall. Therefore, please **DO NOT** put in a vulnerable position any birthday cake, other candles or anything else that could cause the detectors to go off. Any hirer who breaks this requirement will lose their deposit and could be required to meet the cost of calling out electricians or other specialists. The location of the detectors is shown on a diagram on the Hall wall near the entrance door.

**No smoking or vaping is allowed within the hall at any time.**

#### 12. **SUPERVISION**

**The Hirer** or person in charge of the activity shall not be under 21 years of age and shall be on the premises for the entire period of hire. The person in charge shall not be engaged in any duties which prevent him / her from exercising general supervision.

When the premises or any part of them are used for the purpose of public entertainment, there shall be a minimum of two persons, neither of whom shall be less than 21 years of age, on duty. Should the Hall be hired for children's/ young person's function (under 21yrs), there must be one responsible adult for every 10 young persons attending the function.

All persons in charge or on duty shall be aware of the procedure for evacuation of the premises and shall be familiar with the fire-fighting equipment available.

Any damage that is noticed should be reported immediately to the Bookings Officer, as with any accidental damage that occurs during the use of the Hall.

#### 13. **END OF HIRE**

Please ensure that the Hall is left clean and tidy, that the floors are swept as necessary and all spillages are cleaned up. Chairs and tables should be cleaned/wiped down as necessary and returned to their correct storage space after use. A charge for special cleaning will be payable should this not be the case. Unused food or drink must be taken away. Please take home any glass, plastic, paper and cardboard for recycling. The outside of the premises must be inspected to ensure no rubbish left outside.

**All rubbish and waste must be taken away from the Hall.**

Please ensure that the premises are left secure. Check the all doors and windows are locked. Failure to secure the Hall may render you liable for any subsequent loss or damage including consequential loss caused by your omission.

Hirers are reminded that we wish to remain on good terms with our neighbours! Please respect this and keep the noise to a level of acceptance for everyone, particularly at night. **All noise/music, including when vacating the premises must cease by 11pm at the latest.**

Please return your set of keys to the key safe immediately. Failure to do so will be a great inconvenience to the next hirer. If this happens, we reserve the right to deduct an appropriate fee from your deposit to recompense the next hirer.

#### 14. **IN AN EMERGENCY!**

Please read the 'What to do in case of an emergency at Thorpe End Village Hall' sheet as part of the booking process. An emergency key safe is situated near the front doors by the fire panel. Keys for the cleaners cupboard, which has the electric circuit breakers, and for the fire alarm panel are located in the key safe. In addition there are instructions on resetting the fire alarm system along with a fire alarm panel key and a plastic 'alarm point' reset key.