

HIRING AGREEMENT
BLAKENEY VILLAGE HALL TRUST (Registered Charity No 279969)

STANDARD CONDITIONS OF HIRE

(If the Hirer is in any doubt as to the meaning of the following, the Committee's authorised representative should immediately be consulted)

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the Hirer is an organisation, its authorised representative.

1. **THE HIRER** shall, during the period of the hiring, 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. The Hirer shall 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.
2. **THE HIRER** is responsible for ensuring compliance with any current **covid regulations**.
3. **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.
4. **THE HIRER** shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, the local Magistrates' Court, the local authority or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
5. **THE HIRER** shall, if preparing, serving or selling food observe all relevant Food Health and Hygiene legislation and regulations and **provide all requisite cleaning cloths and materials**.
6. **THE HIRER** shall ensure that any electrical appliances brought by the Hirer to the premises and used there shall be safe and in good working order, have a current PAT certificate and used in a safe manner. The Hirer shall neither install temporary electrical wiring nor interfere with the installation of distribution systems.
7. **THE HIRER** shall carry out a risk assessment applicable to the activity taking place in the hall, and in particular to the risk of fire.
8. **THE HIRER** shall indemnify the Committee (a) against the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises and (b) all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises by the Hirer. The Hirer shall be responsible for making arrangements to insure against any third party claims which may lie against the Hirer whilst using the premises.
9. **IF THE HIRER** wishes to cancel the booking before the date of the event and the Committee is unable to conclude a replacement booking, a cancellation charge will be applied thus: 2 weeks before event 100% fee; 4 weeks before event 75% fee; 8 weeks before event 50% fee; longer nil charge.
10. **THE HIRER** shall ensure that the minimum of noise is made on arrival and departure and that no dogs except guide dogs are brought into the premises.
11. **AT THE END** of the hiring, **THE HIRER** shall be responsible for leaving the premises and surrounds as at the commencement of the hire period. The premises must be **locked and secured** unless directed otherwise and any contents temporarily removed from their usual positions properly replaced. The Hall and Kitchen must be left in **a clean and tidy condition and all rubbish removed**. Failure to comply with these conditions the Committee shall be a liberty to recover from the Hirer the reasonable cost of remedying the Hirer's default.
12. **THE COMMITTEE** reserves the right to cancel this hiring in the event of (a) the premises being required for use as a polling station for a parliamentary or local government election or by-election or (b) the premises being required in an emergency as a Primary Evacuation Centre or (c) the premises becoming unfit for the use intended by the Hirer; in any such case the Hirer shall be entitled to a refund of any deposit already paid but the Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damage whatsoever.
13. **THE HIRER** shall ensure that any activities for children under 8 years of age comply with the provisions of the Children Act 1989 or any statutory modification or re-enactment thereof for the time being in force and that only fit and proper persons have access to the children.
14. **THE HIRING AGREEMENT** constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

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SPECIAL CONDITIONS

Special Conditions of Hire to comply with the Premises Licence issued by North Norfolk District Council

(If the Hirer is in any doubt as to the meaning of the following, the Committee's authorised representative should immediately be consulted)

For the purposes of these conditions, the term **HIRER shall mean an individual hirer or, where the Hirer is an organisation, its representative.**

SUPERVISION

1. The Hirer, not being a person under 18 years of age, shall be in charge of, and upon, the licensed premises during the whole time that they are open for public entertainment and shall act as and undertake the duties of Duty Manager and ensure that all conditions of the Public Entertainment Licence relating to management and supervision of the premises are met.

2. There shall in addition to the Hirer be sufficient personnel instructed by the Hirer as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the fire brigade and evacuation procedure. Instructions are displayed on the foyer notice board and further copies are available on request.

3. In advance of the entertainment the Hirer shall check

- That all fire exits are unlocked and panic bolts are in good working order
- The method of operation of escape door fastenings is known
- That all escape routes are free of obstruction and can be safely used
- That the patio gates are locked open (If the gate is shut or not locked open the Hirer must inform a member of the village hall committee Before the event takes place in order for the gates to be locked open)
- That any fire doors are not wedged open
- That exit signs are illuminated/visible
- That there are no obvious fire hazards on the premises.
- Fire extinguishers remain in position and are visible
- If an internal marquee is erected fire exits signs and fire extinguishers must be visible and fire exits clear.
- The Marquee has a Fire retardant Certificate.

4. The Hirer acknowledges that details have been received of the following matters:

The action to be taken in the event of fire including calling the Fire Brigade and evacuating the premises is as follows:

- There is no land line in the hall. Use a mobile to contact the emergency services. Please note that the mobile signal may be variable.
- The location and use of fire equipment as shown on the attached diagram
- The Fire Assembly Point, which is signed, is the children's play park area on the playing field to the right (south side) of the village hall. People leaving the building from the kitchen side of the hall should go round the **back** of the hall to the Fire Assembly Point.
- Close internal doors, if safe to do so, to prevent the spread of a fire.
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SALE OF ALCOHOL

5. No one under 18 years of age is permitted by law to purchase or consume alcohol except persons of 16 and 17 years of age who are permitted to consume wine, beer or cider provided that this is accompanied by a meal and that the alcohol is bought for them by persons over the age of 18. Please note that proof of age will be required in these circumstances. The bar staff has the right to refuse to serve alcohol to any person and will not serve alcohol to persons being abusive or violent.

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6. The hall is licenced by the Performing Rights Society (PRS) and Phonographic Performance Limited (PPL) to play music.

CAPACITY

7. The number of people permitted on the premises shall not exceed that stated on page two of the HIRING AGREEMENT. In the case of a closely seated audience only the **interlocking** chairs provided are to be used with strict observance of the spaces required for gangways, rows and numbers as displayed on the foyer notice board.

MEANS OF ESCAPE

8. All means of exit from the premises must be kept free from obstruction and **immediately** available for instant free public exit.

OUTBREAKS OF FIRE

9. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Committee's authorised representative.

DANGEROUS PERFORMANCES

10. Performances involving danger to the public shall not be given.

EXPLOSIVES AND FLAMMABLE SUBSTANCES

11. Highly flammable substances shall not be brought into, or used, in any part of the premises.

No internal decorations of a combustible nature (eg candles, polystyrene, cotton wool) shall be used.

HEATING

12. No unauthorised heating appliances shall be used on the premises when open to the public. In any instance portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

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CONDITIONS OF USE FOR HIRE OF KITCHEN

THE HIRER is bound by the following conditions and is responsible for ensuring that any Caterer employed, whether commercial or private, is aware of them:

1. At all times the legislation regarding Food Safety should be observed. Blakeney Village Hall Trust takes no responsibility for any food or beverages which have not been supplied under the auspices of the committee.
2. The Hirer or the Caterer **must provide their own cleaning cloths and materials**. A **green** mop and bucket is provided in the kitchen by the wall oven and is for use **only in the kitchen**. (For mopping other areas please use the **blue** mop and bucket in the Janitor's store (the room next to the Ladies' Toilet and opened with Main Hall door key). Spare cleaning materials are also stored here.
3. All crockery and cutlery will be checked by or on behalf of the Committee prior to and after the event. Any losses or damage will, at the discretion of the Committee, be chargeable.
4. All crockery, cutlery and other items used are to be returned to their appropriate cupboards, clean and **dry**.
5. All stoves and ovens used are to be **fully cleaned with the removal of all cooking debris and crumbs**.
6. Water for hot drinks is available from the water boiler adjacent to the sink. Please ensure the boiler is turned off at the end of the function.
7. No damage is to be caused to worktops through use of knives or similar. The Hirer must provide cutting boards if required. Special attention should be paid to turning off the hotplates when they are no longer required.
8. **No food is to be left in the kitchen or the refrigerator** at the end of the event. Please do **not** turn off the refrigerators.
9. **All rubbish and recycling to be completely removed from the Village Hall and surrounding car park.**
10. **The kitchen must be left clean and ready for the next Hirer otherwise a charge for professional cleaning will be made.**
11. Side EMERGENCY FIRE EXIT door to be closed after the function.