

## **ANNEX D**

### **Appendix 1**

FELMINGHAM VILLAGE HALL  
*Charity Number 303947*  
*Aylsham Road, Felmingham, North Walsham NR28 0LD*

Chairman: Roy Hindle  
Booking Clerk: due to be updated

#### **APPLICATION FOR BOOKING AND HIRE AGREEMENT**

##### **INTRODUCTION**

Felmingham Village Hall is a registered charity, run and maintained by a Management Committee for the benefit of the residents of Felmingham Village and its immediate vicinity. Its use by others is welcomed when there is no other booking.

All users are to be represented by an Applicant who makes the Application for a Booking. If the Application is agreed by the committee, the Applicant enters into a formal Hire Agreement with the Committee.

All applicants are required to read, accept and adhere to the Terms and Regulations as set down in this Hire Agreement.

##### **TERMS**

Applicants for use of the Hall must be over 18 years of age and, if unknown to the Committee, may be required to establish their bona fides.

Applications for the use of the Hall must be approved by the relevant Committee Member before the Application becomes a firm booking.

The Applicant is wholly responsible for the appropriate and legal conduct of their event or activity, the provisions of this Hire Agreement and any additional requirements as may apply in Law.

Regular users may pay in advance, at the time of use or monthly in arrears.

Private Party applicants must pay the full amount and a Damage Deposit of £50 at the time of application.

Hire charges apply to setting up and clearing up time and Applicants must take this into account.

Charges for services and utilities are usually included in the hire rates.

Applicants are to make specific arrangements with the Booking Clerk regarding access to the Hall and securing it after use.

No explosive, inflammable, toxic, hazardous or infectious materials are to be brought onto the premises.

Fire safety equipment is not to be interfered with or moved except for its intended purpose in an emergency. Notices, signs and emergency lighting are not to be interfered with or obscured.

Setting up chairs and tables and clearing them away afterwards is the responsibility of the Applicant. PLEASE DO NOT DRAG ACROSS THE FLOOR. The Hall is to be left clean and tidy after use. Any damage, breakage or loss is to be reported to the Booking Clerk immediately. Deposits may be used to defray such replacement or repair costs.

Items left at the Hall premises overnight or unsupervised by day, remain the responsibility of the Applicant and not the Committee.

The Hall, its fixtures and fittings are not to be modified and loose property is not to be removed or used for a purpose other than intended. No new fixtures or fittings are to be installed by the Applicant without the specific consent of the Chairman.

Car parking at the Hall is free.

Those attending events at the Hall are required to leave quietly, showing due respect for the Hall's neighbours.

The Management Committee are authorised and have a duty to close the hall and terminate an event if they have reason to believe that the Law, Hall Premises Licence or the Terms or Regulations of the Application have been or are being broken.

Those regular users granted storage space within the Hall are to return all their resources to the agreed area at the end of their session and store them in a safe manner that does not create a hazard to other users. Insurance of any items so stored is the responsibility of the user.

Whilst on the Premises children are to be fully supervised by an adult at all times.

At the end of the event or activity the Applicant is to:

- Return the Hall to the condition in which it was received
- Secure all doors and windows and close fire exits
- Check that all water taps are turned off
- Check the heating is turned off
- Turn off all lights
- Unplug electrical appliances
- Complete the Accident Book if necessary
- Report any damage, breakages or losses to the Booking Clerk
- Make any constructive suggestions regarding the management of the Hall, Fire Safety or Health and Safety to a Committee Member
- Return the keys as per agreed arrangement
- Pay any balance of hire charges to the Booking Clerk

## REGULATIONS

### Alcohol

No alcohol may be consumed on the premises of the Hall, regardless of whether the alcohol is sold or provided free of charge, unless the Applicant has applied for and been granted permission. Where such permission is granted, it is the duty of the Applicant to nominate a responsible person to stay sober in order to assist in the case of emergencies (e.g. fire evacuation). Under the terms of the original Conveyance of Land, alcohol may not be made available for sale on Sundays, Good Friday or Christmas Day

### Performance Rights & Phonographic Performance License

The Committee purchases an annual licence from the Performing Right Society Phonographic Performance (PRS/PPL) for incidental music and/or other media based entertainments and the like in the Hall. Applicants representing regular use leisure groups should satisfy themselves as to whether a separate PPL licence is required for their activity, and if so, are responsible for licensing their activity appropriately.

Guidance on this licence can be obtained by contacting PPL on 0207 543 1000.

### Fire Safety

The legal capacity is as follows:

MAIN HALL	
Seated	100
Standing	120

Fire Instructions are displayed in the Hall together with a plan of the premises and the fire exit routes. The Fire Safety Risk Assessment is also available. It is the Applicant's duty to be familiar with the Fire Safety Risk Assessment, to be familiar with the exit routes available and to adhere to the Fire Instructions. It is a requirement for the Applicant to arrange the delivery of a briefing for those attending and to keeping fire exits clear during the event or activity. While all fire exit routes are available to those with reasonable mobility, wheelchair users, in particular, should be alerted to use the main entrance if possible. Applicants organising activities or functions attended by the infirm are advised to nominate able-bodied persons to assist individuals in the case of fire evacuation.

### Health and Safety

The standard HSE Poster is on display in the Bar.

The Committee maintains a Health & Safety Policy together with a basic Risk Assessment for the premises. These documents are available on request. Hirers must conduct a Risk Assessment for the specific event and have a duty to mitigate all risks identified in their planning.

### Insurance

The Committee maintains building, contents and liability insurance to reasonably discharge its duties regarding its own responsibilities and activities. The Certificate of Insurance is on display in the Hall. Applicants may view a copy of the policy on request. This insurance may not provide adequate or even any suitable cover for Applicants and their event or activity. Applicants are urged to consider, and obtain if appropriate their own insurance to underwrite their event or activity, to cover any property brought to the Hall, and to discharge their own liability towards others involved in or affected by their event or activity.

### First Aid

A First Aid box is situated in the kitchen.

Ensure that all accidents and incidents, whether requiring First Aid or not, are recorded in the accompanying Accident/Incident Book. The completed form should be given to the Booking Clerk.

#### Smoking

In accordance with the Law, smoking is not permitted anywhere within the Hall. Smoking is permitted in the car park, with due discretion and regard to the Hall's neighbours, provided that butts are disposed of responsibly in the bin provided. Smokers are to move clear of manoeuvring cars.

#### Young and Vulnerable People

Events where children, young and vulnerable people are present must conform to the Law. Applicants must ensure appropriate supervision and that supervisors are properly accredited. Applicants must ensure that young and vulnerable people are protected from alcohol abuse.

#### Drugs and Substance Abuse

Drugs and substances that can be abused are not permitted on the Hall premises and Applicants are responsible for appropriate supervision of their event to ensure drugs and illegal substances are not available.

#### Unsupervised Items

Items left in the premises overnight or unsupervised by day, remain the responsibility of the Hirer.

#### Flammable & Toxic Material

No explosive, flammable, toxic, hazardous or infectious materials are to be brought onto the premises.

#### Security

Hirers are responsible for the security of the premises at all times during the period of hire.

**FELMINGHAM VILLAGE HALL  
REGULAR USERS ANNUAL HIRING AGREEMENT**

Name of Hirer

Contact details:

Telephone Number:

Email:

Times of Hire:

Use of Community Hall for:

Community Hall charges from April 2015 – April 2016: £7.00 per hour

The Hirer should ensure that they have read and understood the attached Conditions of Hire and that the details above are correct BEFORE signing and returning this form to the Booking Clerk: Lyn Walker

I declare that I have read and understood the Conditions of Hire, and agree that they shall form part of the terms of this agreement.

I also declare that the information I have given in this agreement is correct to the best of my knowledge and I acknowledge that any misstatement or misrepresentation will invalidate the agreement.

Signed by the individual named above: \_\_\_\_\_ Date: \_\_\_\_\_

The Committee agrees to permit the Hirer named above to use the premises on the dates detailed, on the understanding that all the special conditions are adhered to at all times.

Under Insurance rules, if this hiring is for Commercial Purposes then the Hirer must insure the event for at least £5M (Million) of public liability.

## FELMINGHAM VILLAGE HALL CONDITIONS OF HIRE

<p>The term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.</p> <ol style="list-style-type: none"> <li>1. <b>Supervision</b> THE HIRER will, 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 the car parking arrangements so as to avoid obstruction.</li> <li>2. <b>Use of Premises</b> THE HIRER shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-let or use the premises for any unlawful purpose of in any unlawful way or do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the sale of alcohol thereon without a licence.</li> <li>3. <b>Licences.</b> THE HIRER shall be responsible for complying with the conditions set by the Premises Supervisor where sale of alcohol is to occur on the premises. <b>Under no circumstances is alcohol to be supplied to anyone under the age of 18 years.</b></li> <li>4. <b>Gaming, Betting and Lotteries</b> 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.</li> <li>5. <b>Public Safety Compliance</b> THE HIRER shall comply with all 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 or music or similar public entertainment or stage plays.</li> <li>6. <b>Health &amp; Hygiene</b> THE HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene regulations.</li> <li>7. <b>Electrical Appliance Safety</b> THE HIRER shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner. Where a residual circuit breaker is provided under terms of the PEL or CPL, the hirer must make use of it in the interests of public safety.</li> <li>8. <b>Indemnity</b> THE HIRER shall indemnify the Village Hall Management Committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring. THE HIRER shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Village Hall.</li> </ol>	<ol style="list-style-type: none"> <li>10. <b>Animals</b> THE HIRER shall ensure that no animals (including birds) except guide dogs are brought into the hall, other than for a special event agreed to by the Village Hall Management Committee. No animals whatsoever are to enter the kitchen at any time.</li> <li>11. <b>Compliance with Children Act 1989</b> THE HIRER shall ensure any activity for children under eight years of age complies with the provision of the Children Act of 1989 and that only fit and property persons have access to the children.</li> <li>12. <b>Sale of Goods</b> THE HIRER shall, if selling foods on the premises comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the hirer shall ensure that the total prices of all goods and services are prominently displayed as shall be the organisers name and address and that any discounts offered are based only on manufacturer's Recommended Retail prices.</li> <li>13. <b>Cancellation by the Village Hall Management Committee</b> The Village Hall Management Committee reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Statement for a Parliamentary or Local Government election or by-election, in which case the Hirer shall be entitled to a refund of any monies already paid.</li> <li>14. <b>Cancellation of the HIRER</b> if THE HIRER wishes to cancel the booking before the date of the event and the Village Hall Committee is unable to conclude a replacement booking, the question of payment or the repayment of the fee shall be at the discretion of the Committee.</li> <li>15. <b>Unfit for Use.</b> In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired, the Village Hall Management Committee shall not be liable to the hirer for any resulting loss or damage.</li> <li>16. <b>Refusal of Booking.</b> The Village Hall Management reserves the right to refuse a booking without notice or to cancel this hiring agreement either before or during the term of this agreement upon giving 7 days notice in writing to the hirer. THE HIRER shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as has been paid by the hirer to the Village Hall Management Committee. The Village Hall Management Committee shall not be liable to make any further payments to the Hirer.</li> <li>17. <b>End of Hire</b> THE HIRER shall be responsible for leaving the premises and surrounding area 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</li> </ol>
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<p>9. <b>Accidents and Dangerous Occurrences.</b> THE HIRER must report all accidents involving injury to the public to a member of The Village Hall Management Committee as soon as possible. Any failure of equipment either that belonging to the Hall or brought in by the hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form (obtainable from the hall representative) to the local authority. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.</p>	<p>Village Hall Management Committee shall be at liberty to make an additional charge.</p> <p>18. <b>Noise</b> THE HIRER shall ensure that the minimum of noise is made on arrival and departure.</p>
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### BOOKING PROCESS

Seq	Event	Response	Remarks
1.	Potential hirer calls or emails <i>Booking Clerk</i>	<i>Booking Clerk</i> outlines the hire arrangements and discusses as required.	
		<i>Booking Clerk</i> advises on availability	Puts booking in diary
		<i>Booking Clerk</i> despatches application form to potential hirer	Preferably by email
		If necessary <i>Booking Clerk</i> arranges for viewing visit to Hall	<i>Booking Clerk</i> , or another hosts visit
2.	Potential hirer returns completed slip to <i>Booking Clerk</i> with <i>payment and damage deposit</i>	Booking Clerk gives monies to Treasurer	This becomes a firm booking in the Booking Diary
3.	Event takes place	Booking Clerk arranges access	Booking Clerk informs Cleaner of all bookings
4.	At each Committee Meeting	Booking Clerk notifies Committee of bookings	
5.	On a regular basis	Booking Clerk gives monies to Treasurer	Treasurer reconciles receipts with bookings

**Note:** Regular users are required to sign a new agreement each Financial Year.

## **BAR PROCEDURES**

The Bar is only available at the discretion of the Chairman of the Management Committee of Felmingham Village Hall, who holds a personal licence for the sale of alcohol..

A Covenant on the land prevents the sale of alcohol on Sundays, Christmas Day and Good Friday



**FELMINGHAM VILLAGE HALL  
MANAGEMENT COMMITTEE  
Registered Charity No 303947**

**Appendix A**

Annex to Hiring Agreement where alcohol is to be available

I, \_\_\_\_\_ (in capitals) the undersigned agree to accept responsibility from the Designated Premises Supervisor/Trustee for ensuring the following:

That I will conform to all the requirements of the Premises License displayed in the Bar area.

Under no circumstances will alcohol be consumed by any person less than 18 years of age except as covered in paragraph 3 below.

Persons between the age of 16 and 18 may consume BEER, WINE, or CIDER if taking a table meal accompanied by an ADULT

Under no circumstance will alcohol be supplied to any person who is drunk

I understand that allowing supply of alcohol in contravention of the above is a criminal offence

*Signed:* \_\_\_\_\_ HIRER

*Signed:* \_\_\_\_\_ CHAIRMAN/TRUSTEE

Date: \_\_\_\_\_