



Felgate Way, Ipswich Road, Grundisburgh, Woodbridge, Suffolk IP13 6US

Registered Charity Number: 1190693

<https://www.grundisburghvillagehall.com>

## HIRE AGREEMENT

Between **Grundisburgh Village Hall** (“the Hall”) and **the person/hirer or organisation hiring the Hall as shown on the Booking Form.**

**AGREED** as follows:

1. Throughout this Agreement:
  - “We” and “us” mean and include the Grundisburgh Village Hall Trustees ( “the management committee”), volunteers, agents and invitees. “Our” is to be construed accordingly.
  - The person or organisation named on the Booking Form is referred to as “you” or the Hirer. “Your” is to be construed accordingly. “You” also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees.
  - Where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Grundisburgh Village Hall Bookings Secretary or, if not available, the Operations Director or Chair of the management committee.
2. In consideration of the Hire Fee described in the booking arrangements, we agree to permit you to use the Hall for the purpose and period described on the Booking Form.

**This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any).**

### 2.1 Hirer

As named on the Booking Form.

Address, telephone and email of Hirer: as entered on the Booking Form.

### 2.2 Date(s) and times required allowing for set up and clearing up:

As entered on the Booking Form.

*Please be aware that the Hall's opening hours are from 8am to 12 midnight, Monday to Saturday and 8am to 11pm, Sunday. It is a requirement of our planning permissions that the hall must be vacated outside of these times.*

### **2.3 Hire Fee and Deposit**

As detailed on the Hire Charges card.

*Payable on booking with the exception of wedding receptions for which 50% of the hire charge plus the refundable deposit are payable on booking, the balance being due 4 months prior to the occasion. Bookings are not confirmed until payment has been received. The Hall reserves the right to cancel any bookings for which payment is not made within 7 days of acceptance and, in any event, prior to the date of the booking.*

### **2.4 Premises and Facilities**

As specified on the Booking Form and selected from

Premises: Main Hall, Meeting Room

Facilities: Kitchen, Bar, Sound & Film System, Stage

Charges as detailed on the Hire Charges card.

*Please be aware that it is possible that different groups will be using the Main Hall and the Meeting room at the same time and that both may have access to the Kitchen. Alternatively the complete hall may be booked for exclusive use.*

### **2.6 Purpose / description of hiring**

As detailed on the Booking Form

- 3.** You agree not to exceed the maximum permitted number of people per room including the organisers/performers:

<b>Room</b>	<b>Capacity</b>
Main Hall	
Standing; no stage	378
Standing; stage	318
Seated at tables; no stage	189
Seated at tables; stage	159
Theatre set up; no stage	252
Theatre set up; stage	212
Meeting Room	20

- 4.** The Hall does not have a Premises Licence and thus regulated entertainment, including the performance of live or recorded music, is only permitted during the hours 8am – 11pm.
- 5.** None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

## STANDARD CONDITIONS OF HIRE

If the Hirer is in any doubt as to the meaning of any of the conditions, the Hall Booking Secretary or the Trustees (hereafter referred to as the management committee), should be consulted.

1. **Age.** The Hirer, being a person of 18 years of age or over, hereby accepts responsibility for being in charge of and on the premises during the period of hire, and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.
2. **Supervision.** The Hirer shall, during the period of hire, be responsible for
  - a. supervision of the premises, the fabric, the contents
  - b. supervision of car parking so as to avoid obstruction
  - c. care of the premises, safety from damage however slight or change of any sort; and
  - d. the safety and behaviour of all persons using the premises whatever their capacity

As directed by the management committee, you must 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.

3. **Use of Premises.** The Hirer shall not use the premises (including the car park) for any purpose other than that described in the Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way. The Hirer shall not do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises.

4. **Insurance and Indemnity:**

(i) The Hirer shall be liable for:

- a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents
- b) the cost of repair of any damage (including accidental and malicious damage) done to our WiFi service (if any)
- c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service (if any), and
- d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (a) and b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in subclauses (i)c) and d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

- a) any insurance excess incurred and
- b) the difference between the amount of the liability and the monies we receive under the insurance policy.

(iii) Where we do not insure the liabilities described in sub-clauses (i)c) and d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Village Hall Manager. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

- (iv) We are insured against any claims arising out of our own negligence.
5. **Gaming, Betting and Lotteries.** 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. **Music Licence.** The Hall maintains a Music Licence permitting the playing of recorded music and/or the performance of live music.
  7. **Films.** Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.
  8. **Children Act - Safeguarding children, young people and vulnerable adults.** The Hirer shall ensure that any activities for children comply with relevant legislations and that only suitable persons have access to the children and the safeguarding vulnerable people in accordance with NSPCC guidelines. Except for private parties, where events are provided for children, the Hirer shall have a valid certificate from the Disclosure and Barring Service (DBS) and the Hirer shall take full responsibility for any other persons engaged to look after children. The Hirer shall provide the management committee with a copy of their DBS certificate and Child Protection Policy on request. There shall be a minimum of two competent persons over 18 years of age to supervise all children's events. Children are not allowed in the Hall unaccompanied. Where the event is for children under the age of 18 years, there shall be additional adult supervision as follows:
    - Aged 0 - 2 years: 1 adult to 3 children
    - Aged 2 - 3 years: 1 adult to 4 children
    - Aged 4 - 8 years: 1 adult to 6 children
    - Aged 9 - 12 years: 1 adult to 8 children
    - Aged 13 - 18 years: 1 adult to 10 children.
  9. **Public Safety Compliance.** The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Hall's Fire Risk Assessment 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 Health and Safety Policy which can be viewed on the website.
  10. **Fire.** The Hirer acknowledges that they have received and read the Emergency Evacuation Plan (EEP), attached as Appendix A, and understand:
    - The action to be taken in event of fire. This includes calling the Fire Service to any outbreak of fire, however slight and evacuating the hall.
    - The location and use of fire equipment.
    - Escape routes and the need to keep them clear.
    - 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.
    - Location of the first aid box.

In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked and panic bolts are in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That a Personal Emergency Evacuation Plan (PEEP) has been completed for and with all attendees who require assistance in order to evacuate the premises. (The PEEP form is attached to the EEP below; additional copies are kept in the Fire Documents Pouch).

- That there are no fire-hazards on the premises.
11. **Noise.** The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall comply with any other licensing conditions for the premises, specifically that amplified music must cease at 11:00pm. Failure to comply with this restriction may result in retention of all or part of your deposit.
  12. **Drunk and Disorderly Behaviour and Supply of illegal Drugs.** The Hirer shall ensure that to avoid disturbing neighbours to the Hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted, either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way, will be asked to leave the premises.
  13. **Food, Health and Hygiene.** The Hirer and any User such as contractors shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. Dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.
  14. **Stored Equipment.** The Hall accepts no responsibility for any stored equipment or other property brought onto or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring.
  15. **Smoking Prohibited.** The Hirer shall ensure compliance with the prohibition of smoking in public places. Any person who breaches this provision must be asked to leave the premises.
  16. **Accidents and Dangerous Occurrences.** The Hirer must report all accidents involving injury to a member of the management committee as soon as possible and complete the relevant section in the Hall's Incident Book. Certain types of accident or injury must be reported on a special form to the local authority. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). A First Aid box is located in the kitchen.
  17. **Explosives and Flammable Substances** 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 shall be erected without the consent of the management committee. Apart from free standing items, if any appropriate decoration is to be used, these are only to be put up using the hooks provided and not near light fittings.
  18. **Heating.** The heating system **must not** be adjusted by the Hirer and no external heating appliances are to be brought into the Hall.
  19. **Animals.** The Hirer shall ensure that no animals (including birds) except Guide Dogs are brought into the premises, other than for a special event agreed to by the management committee. No animals whatsoever are to enter the kitchen at any time.
  20. **Fly Posting.** The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.
  21. **Sale of goods.** The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales.
  22. **WiFi Services.** When using the WiFi service the Hirer agrees at all times to be bound by the following provisions:
    - i. not to use the WiFi service for any for the following purposes:

- a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
- b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
- c) interfering with any other persons use or enjoyment of the WiFi service; or
- d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;

ii. to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

**23. Termination of the WiFi service:** The management committee has the right to suspend or terminate the Hall's wifi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- i. if you use any equipment which is defective or illegal;
- ii. if you cause any technical or other problems to our WiFi service;
- iii. if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
- iv. if you resell access to our WiFi service; or
- v. if you use our WiFi service in contravention of the terms of these Standard Conditions.

**24. Availability of WiFi Services**

i. Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault free or accessible at all times.

ii. It is the Hirer's responsibility to ensure that any WiFi enabled device used is compatible with our WiFi service. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the main hall.

iii. We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with the WiFi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of the WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or the WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

**25. Privacy and Data Protection**

- i. We may collect and store personal data through your use of the WiFi service.
- ii. We may process all information about you which is provided in relation to the WiFi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service.
- iii. By using the WiFi service, you agree to the terms of this clause 25. If you would like more information or object to anything in these conditions, you should speak to a member of the management committee.

**26. Cancellation.** Any return of Hire Charges paid in advance is at the discretion of the Management Committee and subject to a cancelation fee. Any Refundable Deposit paid in advance will be returned.

The management committee reserves the right to cancel this hiring by written notice to the Hirer 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
  - (b) the Hall management committee reasonably considering that
    - (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
    - (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
  - (c) the premises becoming unfit for the use intended by the Hirer
  - (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.
27. **Car Parking.** A large Car Park with a capacity for 50 cars is situated at the front of the Hall, which may only be used by those who have legitimate access. Drivers will park 'At their Own Risk' and there will be no overnight parking other than by prior arrangement (for example, for weddings or private parties); the Car Park gates will be closed when the Hall is not being used. Note that the paved road after the entrance to the Hall's Car Park on Felgate Way, is an unadopted private road, and is not to be used for additional parking or turning.
28. **Electrical Appliance Safety.** The Hirer and any User (including sub-contractors) shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, Portable Appliance Tested (PAT), in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations.
29. **Security.** All Hirers and Users are to note that the Hall has an intruder alarm, security lighting and CCTV cameras, and it is vital that such crime reduction equipment is not tampered with or obstructed. When closing the Hall, all non-security lights are to be turned off and doors/ windows closed and locked. In the event of an emergency, including any break-in, the matter is to be reported to the emergency services, as well as the management committee. The Data Protection Policy for CCTV can be viewed on the Hall's website.
30. **Alcohol.** The sale of alcohol in any form (including when included in the ticket price for an event) is not permitted unless a Temporary Event Notice has been obtained from East Suffolk Council in advance of the event. However, alcohol may be consumed at private events where not sold. In all cases, alcohol must only be consumed by those over 18 and in accordance with stipulated measures under the licencing rules.
31. **Opening and Closing the Hall.** Arrangements for access to the Hall will be made shortly before your hire; please contact the Booking Secretary a few days before the event. Also ensure that any outside caterers, contractors, and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period. Guests are expected to vacate the premises within fifteen minutes of the end of a booked hire period; all guests must, in any event, vacate the hall at midnight. Failure to comply with this may result in forfeiture of all or part of your deposit.
32. **Consideration for Others.** Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the Car Park are a disturbance for nearby residents.
33. **Cleaning and rubbish.** Please leave the Hall clean and tidy. We ask you to ensure tabletops are wiped clean before being stacked and floors are swept. You must remove all rubbish & recycling and take it away from the hall with you when you leave; failure to do so may result in forfeiture of all or part of your deposit.

34. **Faults and Damage.** Please report any faults, failure of equipment belonging to the Hall or damage to the Booking Secretary as soon as possible so that they can be rectified quickly.
35. **End of Hire.** 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. This also includes replacing in their original positions any contents or property temporarily removed, whilst chairs and tables are to be stacked neatly in the storeroom, otherwise an additional charge may be deducted from the deposit.
36. **No Alterations.** No alterations or additions may be made to the premises, nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the premises without the prior approval of the management committee. If items need to be displayed on walls and other surfaces, these are only to be attached to the fitted hooks. You must not use Drawing Pins, Tape, Blu-Tack, or any other method to attach items.
37. **No Rights.** The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.
38. **Comments.** The management committee welcome comments or observations that you may have about your hire of the Hall.



## COVID-19 SPECIAL CONDITIONS

**SC1:** You, the hirer, will be responsible for ensuring those attending your activity or event comply with any COVID-19 Secure advice or Government guidance in force at the time of the booking.

**SC2:** You will make sure that everyone likely to attend your activity or event understands that they **MUST NOT DO SO** if they or anyone in their household has had COVID-19 symptoms in the last 48 hours, and that if they develop symptoms within 10 days of visiting the premises they should seek a COVID-19 test.

**SC3:** You agree to limit the number of people attending your activity/event in order that any social distancing guidance in force at the time of the booking can be maintained. This might include encouraging people to avoid close contact with those they do not regularly see, observing any one-way system within the premises, observing measures such as face coverings when using more confined areas e.g., moving and stowing equipment, accessing toilets.

**SC4:** You will be responsible for the removal and off-site disposal of all rubbish created during your hire, including tissues and cleaning cloths.

**SC5:** We will have the right to close the hall if there are safety concerns relating to COVID-19, for example, if someone who has attended the hall develops symptoms and thorough cleansing is required or if it is reported that the Special Hiring Conditions above are not being complied with, whether by you or by other hirers, or in the event that public buildings are asked or required to close again. If this is necessary, we will do our best to inform you promptly and you will not be charged for this hire.

## APPENDIX A: FIRE EMERGENCY EVACUATION PLAN

### Event leaders must:

- familiarise themselves with this Fire Emergency Evacuation Plan, assume responsibility for its implementation and, if appropriate, appoint a number of subordinates to help in the event of a fire
- familiarise themselves and any subordinates with the location of fire exits, fire control points, fire extinguishers and escape routes, as detailed in the Diagrams 1 and 2 below, prior to the event
- ensure that Personal Emergency Evacuation Plans are put in place for anyone who may require assistance to evacuate the hall

### The following action should be taken by anyone discovering a fire.

**Operate the nearest alarm call point.** If this is not possible, shout FIRE! to alert others.

The fire alarm should be raised no matter how small the fire is. If you see or smell smoke, or suspect any chance that a fire is occurring, do not investigate, just raise the alarm.

**Leave the building via the nearest Fire Exit.** Do not stop to collect belongings.

**Go to the Assembly Point** – located in the far right hand corner of the car park (looking from the main entrance to the hall), adjacent to the Ipswich Road and wait in a quiet and orderly manner, so you can hear instructions. Do not re-enter the building unless told it is safe to do so by a Fire Officer or the event leader.

**Call the Fire and Rescue Service by telephoning 999** stating the premises address (postcode is essential), the location of the fire, and any persons known to be unaccounted for, injured, or missing.

Ensure this call has been made!

**The address of the hall is:**

**GRUNDISBURGH VILLAGE HALL, FELGATE WAY,**

**GRUNDISBURGH, IP13 6US.**

**Fire Extinguishers.** Do not attempt to fight the fire unless the fire is small and you have been trained in the safe use of extinguishers, and are confident in taking action. NEVER PUT YOURSELF AT RISK, always ensure that your back is to the exit, and that your exit route is clear. Never use more than one extinguisher.

### Action to be taken by event leaders

Event leaders and any nominated subordinates have responsibility for assisting with safe evacuation in an orderly way, remaining calm, and without panic. They should check that anyone covered by a PEEP is being evacuated safely, and then carry out a methodical sweep of the building, while always working toward the fire exit, closing doors behind them as they leave, and ensuring the premises is clear. The sweep must include all rooms and toilets in their area.

They must not risk their own personal safety at any time, and sweeps should take no longer than one minute to complete. They must then go to the assembly point and report their findings to the event leader at the Assembly Point.

The event leader should , then meet the arriving emergency services, and report the location of the fire, any persons unaccounted for, and advise of any known significant hazards.

At no point should any vehicle movement be permitted, except to clear the way for the emergency services.

Silencing of the alarms is not a signal to re-enter the premises and no person must re-enter the building until told that it is safe to do so by a Fire Officer, or in the event of a drill, the event leader.

### Evacuation of the premises of those particularly at risk

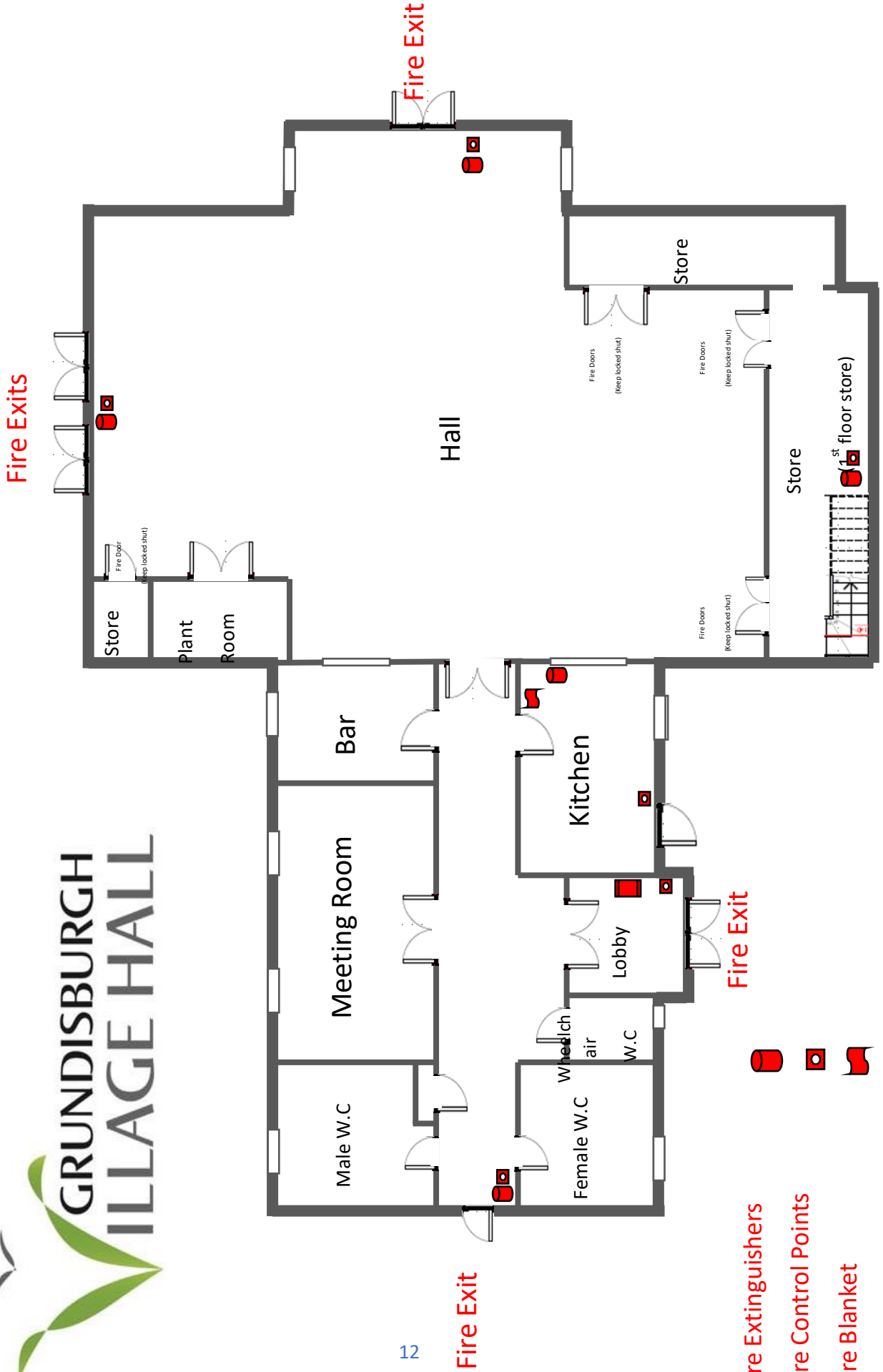
A Personal Emergency Evacuation Plan (PEEP) should be issued for any disabled, impaired, slow moving person, or anyone with special needs where assistance is deemed necessary to ensure their safe evacuation. This includes anyone on crutches, and heavily pregnant women. A temporary PEEP must be implemented for any visitors that fall into this category. A PEEP Form Template is attached below; copies are also kept in the Fire Documents Pouch.

Signed: 

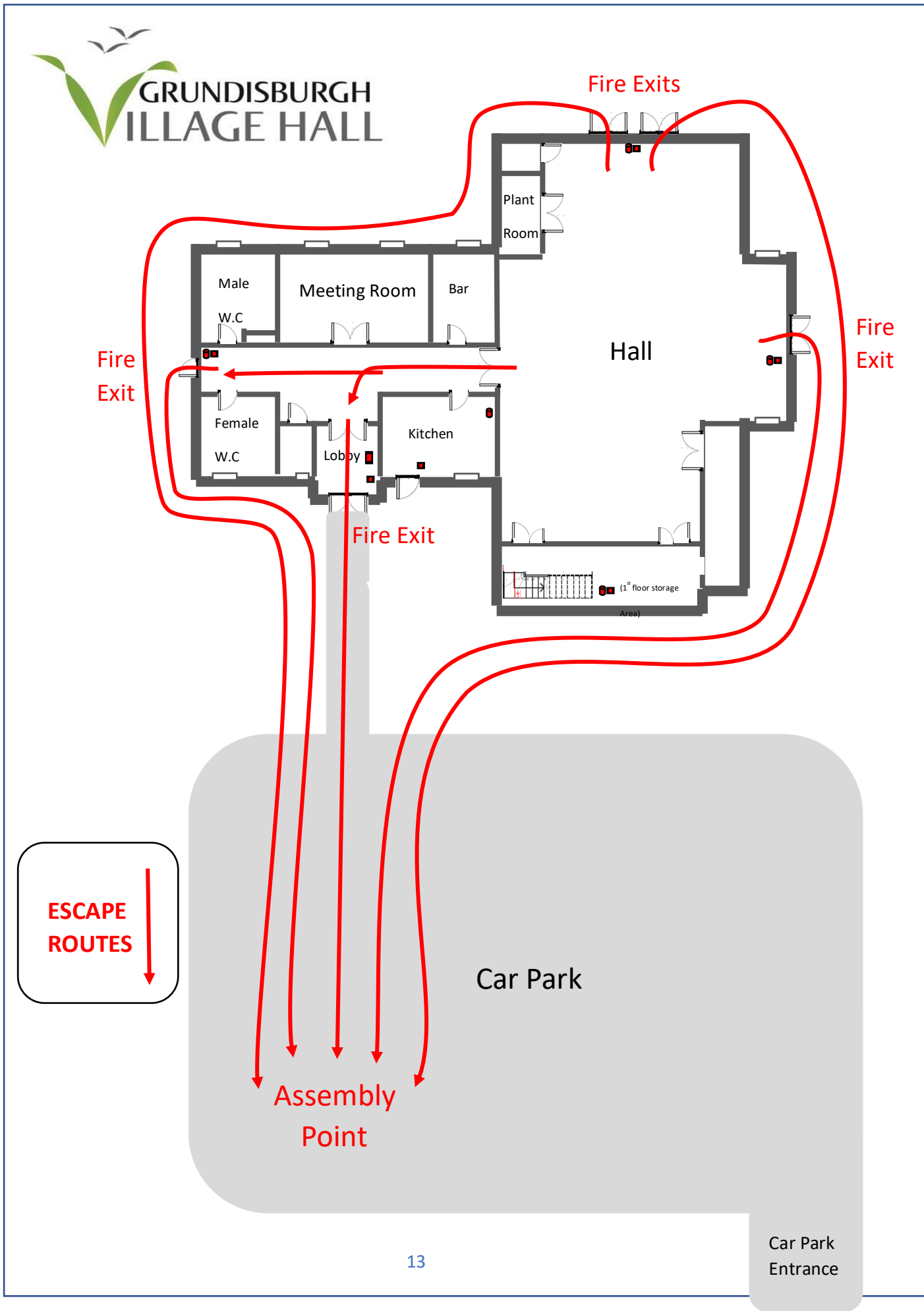
Name: Graham Seabrook, Operations Director

Date: 27/2/2023

Review Date: 1/2/2024



- Fire Extinguishers
- Fire Control Points
- Fire Blanket
- Fire Alarm Control Panel & Power Switch



## Personal Emergency Evacuation Plan (PEEP)

To be completed by the Hirer in consultation with the Individual to whom the PEEP pertains.

Name			
Event			
Mobile number			
<b>AWARENESS OF PROCEDURE</b>			
The person named above is informed of a fire evacuation by: (please tick ✓ relevant box)			
Existing alarm system	<input type="checkbox"/>	Visual alarm system	<input type="checkbox"/>
Pager device	<input type="checkbox"/>	Other (please specify)	
<b>DESIGNATED ASSISTANCE</b>			
The following persons have been designated to give assistance to the person named above to evacuate the building in an emergency:			
Name			
Contact Details (Mobile number)			
Name			
Contact Details (Mobile number)			
<b>METHODS OF ASSISTANCE</b> (eg Transfer procedures, methods of guidance etc)			
<b>EQUIPMENT PROVIDED</b> (including means of communication)			
<b>PERSONALISED EVACUATION PROCEDURE</b> (A step by step account beginning with the first alarm)			
1			
2			
3			
4			
Signed by Hirer			Date
Signed by Individual			Date