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## **IMPORTANT INFORMATION / STANDARD CONDITIONS OF HIRE AND SPECIAL HIRE CONDITIONS**

This document is a modification of a Model Hiring Agreement provided for Village Halls by ACRE (Action with Communities in Rural England).

### **IMPORTANT INFORMATION**

#### **Deposits for Bookings**

A deposit of 50% of the fee or £50 (whichever is the lower) is payable when making a booking. The deposit is refundable if a cancellation is made at least four weeks before the event. The deposit will be retained if a cancellation is made after this date. The balance must be paid not later than two weeks before the event date.

Separate arrangements may apply to regular bookings by clubs and societies. Please speak to the Bookings Clerk about these arrangements.

We understand that circumstances may change. If this happens, please do speak to the Bookings Clerk to discuss the position further.

#### **Opening and Closing the village hall**

Village Hall keys are accessed via a key safe, the combination of which is changed after every external hire. You will be sent the current code shortly before your hire period. The key safe holds two keys and both will be needed to unlock the Village Hall. The key code must not be passed on to any other person or body (e.g. caterers) without the prior permission of the Village Hall.

After locking up at the end of your hire both keys should be returned to the key safe. Unreturned keys will be subject to a replacement lock and key fee charge.

Please 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.

Please telephone one of the Village Hall contact numbers displayed in the entrance hall in case of difficulty.

Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After midnight (unless the event is New Year's Eve), only those helping to clear up the Village Hall should be on the premises.

**YOUR ATTENTION IS DRAWN TO THE NOTICE "BEFORE YOU GO!" BY THE MAIN EXIT DOOR. Please ensure that these instructions are followed before vacating the Village Hall. Your failure to ensure that the premises are left safe and secure at the end of your hire period could result in claims being made against you should there be a break-in or damage to the Village Hall as a result of your negligence.**

#### **CCTV**

The Village Hall operates a CCTV system on the premises, and has a CCTV Policy, which can be found at <https://woodnorton.norfolkparishes.gov.uk/village-hall-policies/>.

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## **Safety**

The Village Hall has a No Smoking and Vaping policy.

The use of candles is forbidden inside the village hall. This includes Tea-lights.

In the event of a fire, the Village Hall should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999.

The exact location of the nearest fire exits and fire extinguishers must be noted before the Village Hall is occupied and the manner of opening fire doors should be made known to your guests. *(A sketch plan showing these is shown on the following page).*

The Fire Assembly Point is to the front, right of the car park, adjacent to the field gate and the bins.

Please use the trolleys provided for moving chairs in order to avoid injury. Please stack chairs and tables in the storeroom after use.

A first aid box is located in the kitchen, mounted on the wall opposite you as you enter through the door from the entrance hall.

Wood Norton has a defibrillator which is situated in the red telephone box on the Village Green, at the junction of Rectory Road, Church Road and Foulsham Road; postcode NR20 5BA.

Any soft furnishings brought into the Village Hall, e.g. chair covers, curtains, should be fire proofed and the relevant certificate available for inspection by Wood Norton Village Hall Committee.

## **Power Circuits/Heating**

The heating controls are located in the entrance hall and also on the wall to your left as you enter the main hall. Please let the Bookings Clerk know if you need the Village Hall to be particularly warm or cold. Do not adjust individual radiators/heaters as this will result in the Village Hall being too cold or hot for subsequent users.

## **Hall Telephone**

The Village Hall has no telephone, so you are advised to bring a fully charge mobile telephone for use in case of emergency.

## **Wi Fi**

Free Wi Fi is available at the Village Hall for use by hirers – password “VillageHall19”.

## **Car Parking**

The lane leading to the Village Hall is a public road and this must not be obstructed. The Village Hall car park will accommodate a good number of cars if they are parked sensibly. The Village Hall's playing field may be used as an overflow carpark. The key for the field gate is located in the kitchen cupboard over the kettles.

Do not park so as to obstruct access to the Village Hall for emergency vehicles.

## **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 disturbing to local residents.

Please do not use drawing pins, sellotape or blu-tack on the walls or other surfaces. Do not fix decorations near light fittings or heaters.

Please leave the Village Hall clean and tidy and leave waste in the bins outside or take it home. Please recycle where possible or take this material home. In particular we ask you to ensure tabletops are wiped clean before being stacked in the cupboard.

**Faults/ Damage/ Comments**

Please report any faults or damage to the Bookings Clerk as soon as possible so that they can be rectified quickly. The Village Hall Management Committee welcome comments or observations that you may have about your hire of the Village Hall.

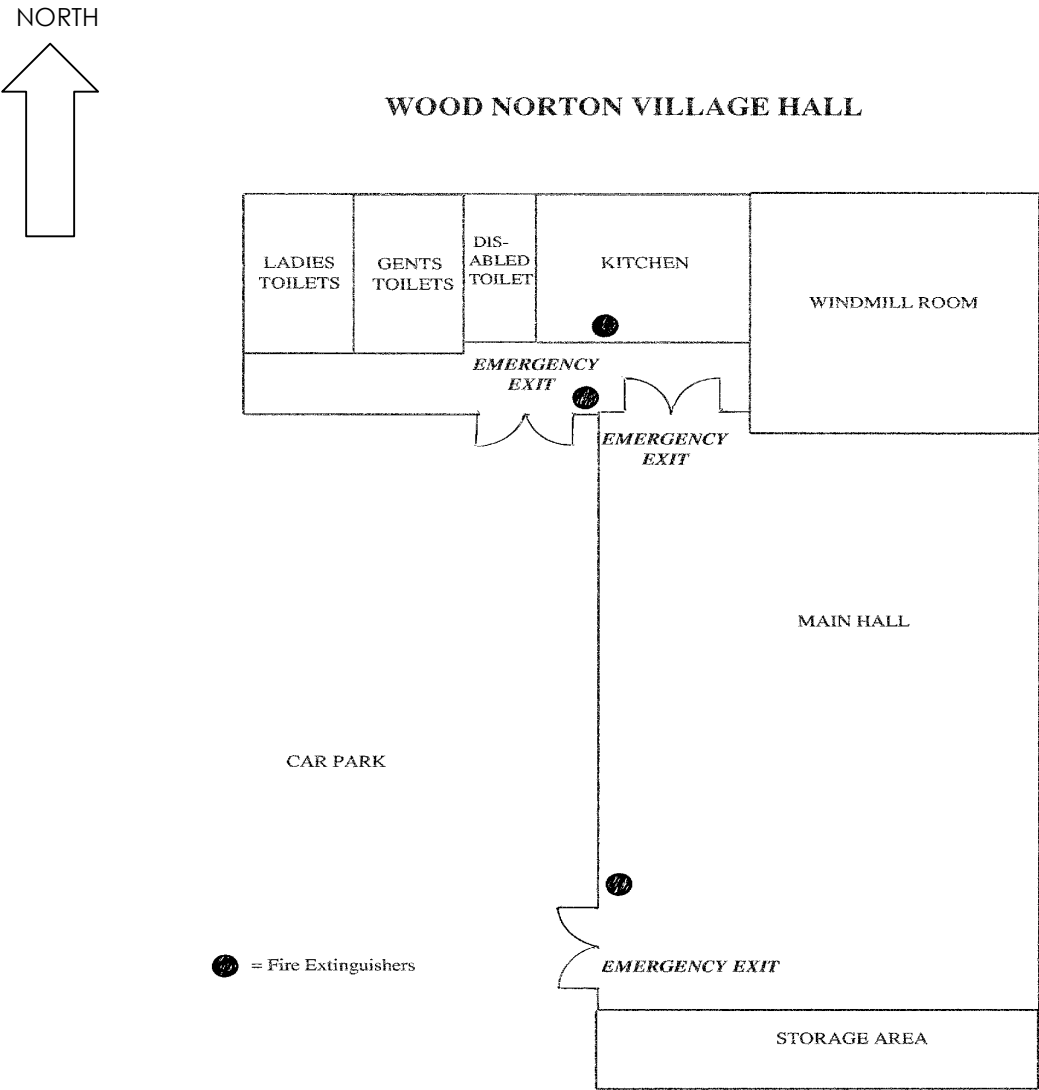
**Marquees**

Marquees may only be erected with the written permission of the Village Hall Management Committee.

**Bouncy Castles**

Bouncy Castles and similar play equipment may only be erected with the written permission of the Village Hall Management Committee.

**Location of Fire Equipment and Emergency Exits for Hirers**



**FIRE ASSEMBLY POINT**



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## STANDARD CONDITIONS OF HIRE

It is hereby agreed that these Standard Conditions of Hire together with any Special Conditions of Hire shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Village Hall and the Hirer.

These Standard Conditions apply to all hiring of the Village Hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Bookings Clerk should immediately be consulted.

If you plan to sell alcohol or carry on any other licensable activity during your hiring (see *Page 9 for list of licensable activities*) then the Special Conditions starting on Page 9 will also apply.

1. 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.
2. **Supervision**  
The Hirer agrees with the Village Hall to be present (or its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement. You are personally liable for the care of the Village Hall building its contents and the surrounding grounds, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. You are also personally responsible for the impact of the function you are organising on the neighbours and will ensure no nuisance is caused. In the case of serious problems that you are unable to control you must immediately call (a) the Police and (b) the Bookings Clerk.
3. **Damage to the Premises and/or Contents**  
As directed by the Village Hall Management Committee, 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.
4. **Use of Premises**  
The Hirer shall not use the premises for any purpose other than that described in the Hiring 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 onto the premises anything which may endanger the same or render invalid any insurance policies.
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. **Licences**  
The Hirer shall ensure that the Village Hall holds a Performing Rights Society Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence or the Village Hall holds it.
7. **Public Safety Compliance**  
The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority 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.

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- (a) The Hirer acknowledges that they have received instruction in the following matters:
- The action to be taken in event of fire. This 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.
  - 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.
- (b) In advance of an entertainment or play 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.

## **8. Means of Escape**

- (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- (b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

## **9. Outbreaks of Fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Bookings Clerk.

## **10. Health and Hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations and the Hirer should make themselves aware and take account of any food intolerances. The premises are provided with a refrigerator thermometer.

## **11. Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

## **12. Indemnity**

- (a) The Hirer shall indemnify and keep indemnified each member of the Village Hall Management Committee and the Village Hall's employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- (b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 12(a) and all claims arising as a result of the hire.

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The Village Hall is insured against any claims arising out of its **own** negligence.

**13. Accidents and Dangerous Occurrences**

The Accident Book is kept in the kitchen. The Hirer must report all accidents involving injury to the public to the Bookings Clerk **as soon as possible**. Any failure of equipment belonging to the Village Hall must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the Local Authority. The Bookings Clerk will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

**14. Explosives and Flammable Substances**

The hirer shall ensure that:

- (a) Explosives and highly flammable substances are not brought into or used in any part of the premises and that
- (b) No internal decorations of a combustible nature shall be used without the consent of the Village Hall Management Committee. No decorations are to be put up near light fittings or heaters.
- (c) No ignited candles or fireworks are allowed without written permission of the Village Hall Management Committee.

**15. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Village Hall Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

**16. Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the Village Hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18 nor to any person over the age of 18 suspected of supplying alcohol to a person under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

**17. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs, hearing dogs and assistance dogs are brought into the premises, other than for a special event agreed to by the Village Hall Management Committee. Well-behaved dogs may be admitted to drop-in events at the discretion of the event organiser. No animals whatsoever are to enter the kitchen at any time.

**18. Compliance with The Children Act 2004**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 2004 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau / Disclosure and Barring Service checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Village Hall Management Committee with a copy of their Child Protection Policy on request.

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**19. Safeguarding children, young people and vulnerable adults**

The Village Hall has a Safeguarding Children, Young People and Vulnerable Adults Policy which must be read and adhered to. This can be found at <https://woodnorton.norfolkparishes.gov.uk/village-hall-policies/>.

**20. Equal Opportunities**

The Village Hall has an Equal Opportunities Policy which must be read and adhered to. This can be found at <https://woodnorton.norfolkparishes.gov.uk/village-hall-policies/>.

**21. Health and Safety**

The Village Hall has a Health and Safety Policy which must be read and adhered to. This can be found at <https://woodnorton.norfolkparishes.gov.uk/village-hall-policies/>.

**22. Environmental Policy**

The Village Hall has an Environmental Policy which must be read and adhered to. This can be found at <https://woodnorton.norfolkparishes.gov.uk/village-hall-policies/>.

**23. 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 Village Hall 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.

**24. 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. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organizer's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices. Further detail can be found in the Village Hall Information Sheet 34 (*Sale of Goods in Village Halls*) on the ACRE website.

**25. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Village Hall. The Village Hall 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 Village 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.



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**26. 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 and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge.

Please note the instructions in the document "Important Information" attached to this Agreement.

**27. 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, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

**28. Stored Equipment**

The Village Hall accepts no responsibility for any stored equipment or other property brought on to 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 or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Village Hall may, in its discretion in any of the following circumstances, namely-

- (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

**29. 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 written approval of the Village Hall Management Committee. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the hirer who must make good to the satisfaction of the Village Hall or, if any damage caused to the premises by such removal.

**30. No Rights**

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

The Village Hall has a Premises Licence authorising the following regulated entertainment and licensable activities under the Licensing Act 2003. These Special Conditions of Hire apply to any hiring which includes any of these activities which are listed below:-

- a. The performance of plays
  - b. The exhibition of films
  - c. Indoor sporting events
  - d. The performance of live music
  - e. The playing of recorded music
  - f. The performance of dance
  - g. Entertainment similar to those in a-f above.
  - h. Making music
  - i. Dancing
  - j. Entertainment similar to those in i-j above.
  - k. The provision of hot food/drink after 11 p.m.
  - l. The sale of alcohol
- 1.1 If you intend to sell alcohol as in (l). above, you will need to seek written permission from the Village Hall Management Committee in order for a bar to be provided by or arranged with the Village Hall or for a Temporary Event Notice to be given for the event.
  - 1.2 The Village Hall will require you to complete a separate form detailing your requirements.
  - 1.3 Where a licensable event is to be held for which the premises, or that part of the premises, are not licensed the hirer shall be responsible for obtaining such authorisation as may be needed.
  - 1.4 The Village Hall has a licence with the Performing Rights Society for the performance of copyright music
  - 1.5 In order to hold a licensable activity not covered by the Village Hall's Premises Licence a Temporary Event Notice (TEN) will need to be given to the Licensing Authority.

The Hirer shall obtain the written consent of the Village Hall Management Committee on the form provided for this purpose before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the Village Hall Management Committee and local voluntary organisations.

**These conditions apply to all events at which regulated entertainment or the sale of alcohol takes place and forms part of the Hiring Agreement.**

**The Hirer hereby acknowledges receipt of a copy of the conditions of the Premises Licence and/or Operating Schedule for the premises, in accordance with which the hiring must be undertaken and agrees to comply with all obligations therein.**

### 1. Hours of Opening

The premises shall not be used for licensable activities except between the hours of 9.00 a.m. and 11.00 p.m. unless special permission has been issued by the Village Hall Management Committee in writing.

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## **2. Capacity and Supervision**

- (a) There shall, in addition to the Hirer, be a minimum of 2 competent attendants on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be not less than 6. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the firefighting equipment available, how to call the Fire Brigade and evacuation procedure.
- (b) The number of people on the premises shall not exceed 100 for dancing, or 77 seated at tables or 100 when combining above or 100 when used for closely seated audiences or 100 when used for performance of a stage play.

The number of attendants on duty must be as specified in the Village Hall's Premises Licence (and not less than):

two adult attendants for up to 100 persons

Additional attendants are required if the audience is mostly under 16, or if there are many disabled people present.

## **3. Age**

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions of the Premises Licence and/or the Operating Schedule relating to management and supervision of the premises are met.

## **4. Dangerous and unsuitable Performances**

Performances involving danger to the public, or of a sexually explicit nature, shall not be given.

## **5. Film Shows**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

The level of lighting in the auditorium should be as great as possible consistent with the effective presentation of the film; and the level of illumination maintained in the auditorium during the showing of films would normally be regarded as satisfactory if it complies with the standards specified in BS CP1007 (Maintained Lighting for Cinemas).

No film shall be exhibited unless:-

- (i) it is a current newsreel; or
- (ii) it has been passed by the British Board of Film Classification as a U, PG, 12, 12A, 15, 18 or RESTRICTED (18) film and no notice of objection to its exhibition has been given by the Council, or
- (iii) the film has been passed and classified by the District Council.

## **6. Windows**

Village Hall windows to the rear of the building and windows facing east should not be opened during an event. Curtains must be closed if the event is held during the evening, to avoid undue disturbance to neighbouring properties from lights in the Village Hall,

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## 7. Scenery

- (a) Any scenery shall be maintained flame-retarded to the District Council's satisfaction.
- (b) Temporary decorations shall not be provided except with consent. When seeking consent for temporary decorations the Licensee shall advise the District Council of the period for which it is desired to retain them.
- (c) Curtains, hangings and temporary decorations shall be arranged so as not to obstruct exits, fire safety signs or fire-fighting equipment.
- (d) On a separated stage, scenery made of the following materials may be used subject to any requirements the District Council may impose in any particular case:
  - (i) materials acceptable on an open stage;
  - (ii) flame-retarded fabrics;
  - (iii) plywood, hardboard or similar boards; any boards under 6mm thick shall be treated by a process of impregnation which meets at least class 2 when tested in accordance with BS 476-7;
  - (iv) any other materials approved by the District Council.
- (e) On an open stage, scenery made of the following materials may be used subject to any requirements the District Council may impose in any particular case:
  - (i) non-combustible material;
  - (ii) inherently flame-retarded fabrics;
  - (iii) durably-treated flame-retarded fabrics;
  - (iv) fabrics rendered and maintained flame-retarded to the District Council's satisfaction by a non-durable process;
  - (v) timber, hardboard or plywood treated by a process of impregnation which meets class 1 when tested in accordance with BS476-7;
  - (vi) timber framing of minimum 22mm nominal thickness;
  - (vii) medium-density fibreboard (MDF), plywood or chipboard not less than 10mm in thickness;
  - (viii) plastics material subject to special consideration by the District Council;
  - (ix) any other materials approved by the District Council.
- (f) The use of plastics or polystyrene shall be avoided whenever possible.
- (g) Decorative items such as statues made of expanded polystyrene shall be enclosed by a non-combustible skin of, for example, plaster and care shall be taken that this skin is maintained undamaged.

**Note:-** Sheet materials such as hardboard or plywood laid in direct contact with a structural floor need not be treated flame-retarded.

**Note:-** Whilst detailed calculations are unlikely to be required, the amount of flammable scenery that the District Council will permit depends upon consideration of a number of factors including the structure of the premises, the fire spread control provisions, the fire-fighting arrangements and the specific risks presented by the performance; all of which will determine the Council's requirements in any particular case. Lower or less permanent standards of fire retardancy may be acceptable in premises provided with a separated stage, a sprinkler installation and a Duty Fire Officer than may be approved on an open stage.

- (h) Curtains, drapes and soft furnishings shall be maintained flame-retarded.
- (i) Any carpets and other textile floor coverings and under-lays when tested appropriately in accordance with BS 4790 shall either not ignite or have the effects of ignition limited to a radius of 35mm on both upper and under surfaces.

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**Note:-** Similar considerations apply to the use of properties and furnishings as to the use of scenery. Where the action does not involve the use of naked flame or smoking lesser standards may be acceptable. As a general rule hand-held properties and antique furnishings will be approved without flame retardancy treatment. However the District Council will generally apply the same standards as apply to scene to large properties, large quantities of furnishings and to items especially constructed for the presentation.

**8. First Aid**

If required, a suitably trained first aider should be present.

**9. Clearing Up**

In the event that clearing up is not possible on the same day, the hire period must be extended to take account of this.

**10. Contact & Responsibility**

The person who signs this agreement is the designated person in charge and responsible for the hirers conditions held within this agreement and to whom all communication from the Village Hall Management Committee will be delivered, unless another person is named and agreed by them.