

HINGHAM PLAYING FIELD ASSOCIATION

(otherwise known as the HPFA and referred to as such in this document)

Registered Charity No. 286060

Conditions of Hire

These conditions apply to all hiring of the Sports' Hall (the Hall), Playing Fields (the Field) and facilities therein. If the Hirer is in any doubt as to the meaning of any of the following, the Bookings Manager should be consulted.

1. Use of Premises

In consideration of the hire fee the HPFA agrees to permit the Hirer to use the premises/field as described for the period and purpose described on the Booking Form. The Hirer shall not use the premises for any purpose other than that described on the Booking Form & Conditions of Hire and shall not 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 in respect thereof nor allow the consumption of alcohol thereon without written permission other than that purchased from the Sports and Social Club bar (Abraham's).

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for:

- supervision of the premises, the fabric and the contents;
- care of the premises, 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.
- As directed by the Bookings Manager, 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.
- The Hirer agrees that a member of the HPFA committee may be present (or its authorised representative, if appropriate) during the hiring and to comply fully with the Booking Form & Conditions of Hire

3. 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.

4. Licences

If any licences are required in respect of any activity in the Sports' Hall or Field the Hirer should ensure that either they or the HPFA hold the relevant license.

5. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and 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.

(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 use.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

6. 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 on during the whole of the time the premises are occupied.

7. 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 Manager.

8. 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.

9. 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 current regulations. Outdoor hires that plug in to premises electrical supply are required to use a residual circuit breaker and cable ramps.

10. Insurance and Indemnity

a) The Hirer shall indemnify and keep indemnified each member of the HPFA management committee and the Hall's employees, volunteers, agents and invitees against

(i) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises

(ii) 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

(iii) 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) Commercial Hirers shall take out adequate insurance to ensure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the HPFA Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Bookings Manager to rehire the premises to another hirer.

The HPFA is insured against any claims arising out of its own negligence.

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the HPFA management committee as soon as possible and complete the relevant section in the HPFA's accident book, located in the Sports Hall.

Any failure of equipment belonging to the HPFA 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 to the local authority. The Bookings Manager will give assistance in completing this form, in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

First Aid Boxes are located in the entrance foyer and Defibrillator is located on the outside wall at the rear of the building adjacent to the Sports and Social Club Bar entrance.

12. Explosives and Flammable Substances

The hirer shall ensure that:

a) Highly flammable substances, which includes fireworks, are not brought into,

or used in any part of the premises or the field and that

b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the HPFA management committee. No decorations are to be put up near light fittings or heaters.

13. Heating

Oil fired blower heating is available in the hall. Tokens to operate this are available to purchase from the Bookings Manager and are NOT included in the hire charge. The Hirer shall ensure that no unauthorised heating appliances shall be used on the Premises without the consent of the HPFA management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the 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. 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.

15. Animals

The Hirer shall ensure that no animals or birds, except guide dogs are brought into the hall, other than for a special event agreed to by the HPFA. No animals are to enter the kitchen at any time.

16. Safeguarding Children Young People and Vulnerable Adults

The Hirer must ensure that only fit and proper persons, in according with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation, provide activities for children, young people and vulnerable adults. If requested, the Hirer must provide a copy of their Safeguarding Policy and evidence that they have carried out relevant checks through the Disclosures & Barring Service.

17. 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 all members of the HPFA's 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.

18. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Current 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 organiser's name and address.

19. Payments

Charges for the hire of the premises and/or the field are listed at Appendix A to these terms and conditions. Special conditions relating to a particular booking will be listed on the booking form, and the hirer deemed to agree to pay the charges shown.

Payment for commercial and social event must be made at least one month in advance of the date of the booked event. An additional deposit to cover the cost of rectifying any damage caused to the premises or contents thereof during the period of hire.

20. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the HPFA 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 HPFA. The HPFA 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 HPFA 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 paid, but the HPFA shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

21. 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 will ensure windows and doors to the hall are kept closed after 8pm whilst playing live or recorded music. The Hirer shall, if using sound amplification equipment, comply with any other licensing condition for the premises.

22. Stored Equipment

The HPFA 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 HPFA may, at its discretion 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 in the following circumstances:

- (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.

23. 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 HPFA. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the HPFA remain in the premises at the end of the hiring. It will become the property of the HPFA unless removed by the hirer who must make good to the satisfaction of the HPFA any damage caused to the premises by such removal.

24. No Rights

The Booking Form and Conditions of Hire constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to any person who is not named as a party to this Agreement.

25. Norfolk Police

The HPFA Committee works with Norfolk Constabulary to share information on our Bookings in order to prevent crime and disorder, and by placing this booking you acknowledge that you are aware.

26. Overstay

The Hirer agrees to:

Leave the venue no later than the end of hire time on their Hire Confirmation email or accepted Booking Form. If the Hirer stays past the agreed upon end of hire time without HPFA Committee

consent ("Overstay"), they no longer have a licence to stay in the venue and HPFA Committee is entitled to make you leave in a manner consistent with applicable law. In addition, the Hirer agrees to pay, if requested by HPFA Committee, for each one (1) hour period (or any portion thereof) that you overstay a £20 administration fee and all applicable Hirer Fees, Taxes, and any legal expenses incurred by the HPFA Committee to make you leave (collectively, 'Overstay Fees'). Overstay Fees for late departure that do not impact upcoming bookings may be limited to the additional costs incurred by the HPFA Committee as a result of such overstay. If you overstay you authorise HPFA Committee to charge you to collect Overstay Fees. A Deposit, if required by HPFA Committee, may be applied to any Overstay Fees due for a Hirer's overstay. At the discretion of the bookings manager, Hirers may be permitted to remain at, or re-attend, the premises free of charge in order to clean/clear up after an event has ended.

27. End of Hire

At the end of the Hire period, the Hirer shall be responsible for:

- Leaving the premises and surrounding area in a clean and tidy condition, vacating on time, turning off all heating and lighting, locking all doors and windows including thumb turn doors.
- Any chairs, tables, staging, sports equipment used to be put back in original position as per the instructions provided by the Booking Manager before hire,
- *Removal and disposal of all rubbish off site, including rubbish deposited in any outside bins and rubbish/nappies in the bins situated in the WCs.
- Sweeping floors after the event. Do not wet mop. Any spillages / marks to be wiped with a damp cloth.
- Cleaning the kitchen area including the cooker, fridges and freezers when used. All crockery/ cutlery used should be washed up, dried, and put away. Washing up liquid, surface spray and disposable towels are provided please bring your own tea towels, oven gloves and bin bags.
- Ensuring all WCs are flushed and left in a clean and tidy condition.
- Switching off the water heater in the kitchen, and overhead fans (if used). The hall heating will switch off automatically.

If these conditions are breached, HPFA reserve the right to impose additional charges or retain the hirer's deposit.

28. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking and in public places provisions of the Health Act 2006 and regulations made thereunder. Vaping is not permitted on the premises. For the duration of the hire period the Hirer assumes all liabilities in respect of breaches by those under their care and control. Any person who breaches this provision shall be asked to leave the premises.

29. Damage

Any damage to the Sports Hall or HPFA Property must be made good or the cost of making good paid by the Hirer.

30. Outside Events and Hire

If the Hire includes outside spaces any damage to the sports field or play equipment during the period of hire will be charged to the Hirer. No access will be permitted to the Cricket Square. No vehicles may be driven on or parked on any playing surfaces (football pitch, cricket outfield and square.)

31. Bouncy Castles

The use of bouncy castles and inflatables on the premises is not permitted as they are expressly excluded from our insurance policy as a hazardous activity. Even though reputable providers will

be fully insured, this covers their liability and not the hirer of the equipment. Because of the risk of serious injury and the size of potential claims which could arise as the result of alleged negligence or a lack of supervision on behalf of the hirer, the only circumstances under which we can allow their use is when the hirer nominates someone as supervisor throughout the duration of the hire, supplies a copy of the Bouncy Castle company's insurance details and risk assessment to the HPFA Committee on the understanding that they, the hirer, is liable for any 'injury to persons arising as a result of their use of our premises' . If a member of the bouncy castle company is not available to monitor the safe use of their bouncy castle, it is the hirers responsibility to ensure the safety of those participating or provide their own public liability insurance which specifically covers this risk and provide a copy of the certificate to the HPFA Committee. Also note that use of a bouncy castle or inflatable outside the premises is not permitted as part of the hire.

32. Large events

For external events expected to attract more than 200 visitors, hirers are responsible for providing, at their expense, additional temporary outside toilets. The number of toilets and site for positioning them is to be agreed with the Bookings Manager at the time of the booking and will form part of the Hire Agreement Conditions.

The maximum number of attendees permitted at an event within the Sports Hall is 300, this number shall not be exceeded in any circumstances.

As at July 2026 Bookings Manager is Tracey Scent – Tel 07717 312302
HPFA Chairman – Roy Pickerill – contact via Tracey
HPFA Treasurer email HPFA10@gmail.com