

INGOLDISTHORPE CHURCH HALL HIRING AGREEMENT

AGREEMENT for 2023/2024 (v.8/23)

This AGREEMENT is made date (1) between Ingoldisthorpe Church Hall (2) and the Hirer (3)

Throughout this Agreement:

Ingoldisthorpe Church Hall named in clause 2 is referred to as "we"; "our" is to be construed accordingly and "we" and "us" mean and include the Church Hall's charity trustees, Committee members, employees, volunteers, agents and invitees

The Hirer named in clause 3 is referred to as "you"; and "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 Hall Bookings Administrator or, if the Hall Bookings Administrator is not available, any of our Committee members.

In consideration of the hire fee described in clause 4, we agree to permit you to use the premises described in clause 5 for the purpose described in clause 7 for the period(s) described in clause 6. The details inserted in clauses 4 to 7 below and the answers to the questions in clause 7 are terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

1. Date: _____
2. **INGOLDISTHORPE CHURCH HALL** ("The Hall")
36 Hill Road, Ingoldisthorpe, King's Lynn, Norfolk PE31 6NZ
 - (a) The Committee
 - (b) Chair Rev. Mark Capron
Telephone 01485 297293
 - (c) Authorised representative: Jane Wood, Hall Bookings Administrator
Telephone 07578 609336

3. HIRER:

Name (Individual or Organisation):

Name of Organisation's Authorized Representative or Individual:

Address _____

Telephone Number _____

Email _____

4. **Hiring Fee** per hour / day _____

Total Hiring fee for the premises (5) and the hiring period (6) as specified below: _____

You must pay the total Hiring fee at the time of booking. If you subsequently cancel the booking up to 48 hours before the date of the event, we will return the total Hiring fee paid. If the cancellation is less than 48 hours before the event, the Hiring fee will not be refunded.

5. **Premises** (circle): Main Hall Committee Room Both

6. **Period of Hiring:** date(s) required:

Time(s) required (including preparation and clearing-up time:

Start:

Finish:

7. **Purpose of Hiring** _____

Will tickets be sold for your event?

Yes / No

Is food to be provided at the event?

Yes / No

Is alcohol to be provided at the event?

Yes / No

Will there be exhibition of a film? Yes / No
 Will live music be performed or recorded music played? Yes / No
 The Hall does not hold a licence from the Performing Right Society (PRS) or a Phonographic Performance Licence (PPL).

8. You agree not to exceed the maximum number of people (including organisers, performers and staff) permitted to be on the premises at any one time:

	Main Hall	Committee room	Combined (as licence)
Seated at tables	55	15	70
Closely seated (moveable seating, "cinema" style)	75	24	99
dancing	75	n/a: main hall only	75
Combined seating+ dancing	70	n/a: main hall only	70

9. We have a Premises Licence authorising regulated entertainment only. You hereby acknowledge receipt of a copy of the conditions of the Premises Licence for the premises and/or Operating Schedule, in accordance with which the hiring must be undertaken, and agree to apply with all obligations therein.

(i) You agree that if regulated entertainment, not covered by our Premises Licence, is to be held you must obtain our consent to give notice of a TEN to the licensing authority. We will advise if a TEN is not needed.

(ii) You agree to give us notice of your intention to provide alcohol at the event and to give notice of a TEN to the licensing authority.

If you fail to comply with (i) or (ii) above, we will cancel the hiring without compensation. This is because there is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.

10. You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.
11. We and you hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions imposed under the Premises Licence or that we deem necessary, form part

of the terms of this Agreement unless we and you agree in writing.

12. 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.

AS WITNESS the hands of the parties hereto:

Signed by the person named in clause 2(c) above, duly authorised, on behalf of the Church Hall Committee 2(a) above

Date _____

Signed by the person named at clause 3 above, duly authorised, (on behalf of the organisation named at 3 above where applicable).

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

Date_____

Method of Payment

BACS

Ingoldisthorpe Church Room
Barclays Community Account
Sort Code 20-46-65
Account 80510815

Cheques and cash:

Cheques to be made payable to Ingoldisthorpe Church Room

Cheques to be mailed to Ingoldisthorpe Church Hall, c/o 18 Grovelands, Ingoldisthorpe, King's Lynn, Norfolk PE31 6PG.

Cash if necessary can be put through the door (not mailed) at 18 Grovelands.

Receipts for cheques and cash will be pinned to the Church Hall noticeboard, in envelopes addressed to the hirers.

STANDARD CONDITIONS OF HIRE

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

1. Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

2. Supervision

During the period of the hiring, you are responsible for:

- (i) supervision of the premises, the fabric and the contents;
- (ii) care of the premises, safety from damage however slight or change of any sort; and
- (iii) 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 us, 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

You must not use the premises (including the car park, if any) for any purpose other than that described in the Agreement and must 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 nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

4. Insurance and indemnity

- (i) You are liable for:
 - a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents

- b) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence 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 (i) (a) and (b) above (except for malicious loss or damage) and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (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 Hall Bookings Administrator. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

5. Gaming, betting and lotteries

You must 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 Copyright licensing

You must ensure that you hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) where appropriate.

7. Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

8. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. The Deregulation Act 2015 requires you to have our written permission to show a film. This Agreement confers the required permission on you.

9. Safeguarding children, young people and adults at risk

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

10. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our 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. You must also comply with our health and safety policy.

Children must be excluded from the kitchen unless supervised by a responsible adult.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Bookings Administrator.

The emergency evacuation meeting point is the grass area on the corner of Grovelands and Hill Road, diagonally opposite the Hall entrance.

The Hall address is Ingoldisthorpe Church (Village) Hall, 36 Hill Road, Ingoldisthorpe PE31 6NZ

- (i) You acknowledge that you have received instruction in the following matters:
 - e) The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - f) The location and use of fire equipment.
 - g) Escape routes and the need to keep them clear.
 - h) Method of operation of escape door fastenings.
 - i) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
 - j) Location of the first aid box.
- (ii) In advance of any activity whether regulated entertainment or not you must check the following items:
 - k) That all fire exits are unlocked and panic bolts are in good working order.
 - l) That all escape routes are free of obstruction and can be safely used for instant free public exit.
 - m) That any fire doors are not wedged open.
 - n) That exit signs are illuminated.
 - o) That there are no fire-hazards on the premises.
 - p) That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).
- (iii) You must also ensure that:
 - a) there are adequate numbers of adults to supervise evacuation of children, and adults, young children with mobility restrictions.

- b) That your employees, volunteers, agents and invitees are familiar with the fire exits and the emergency evacuation meeting point at the start of your event/meeting.

11. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, 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.

Please note: The Deregulation Act 2015 only allows music, plays and films up to 11pm.

12. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

13. Food, health and hygiene

You must, 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. The premises are not provided with a refrigerator and thermometer.

14. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are 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 you must make use of it in the interests of public safety.

15. Stored equipment

We accept 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.

If regular hirers wish to store equipment in the Hall, they must obtain the written agreement of the Hall Committee to do so. All equipment and other property (other than stored equipment as agreed by the Hall Committee) must be removed at the end of each hiring or we may, in our discretion, charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- (i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended
- (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

16. Smoking (including vaping an e-cigarettes)

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

17. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Hall Bookings Administrator will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

18. Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

19. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

20. Animals

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises.

21. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

22. Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

You must not sell the following second-hand products:

- a) Gas appliances of any description
- b) Any appliance containing or using flammable liquids
- c) Any electrical appliance, other than battery-operated appliance, which has not been inspected or tested by a suitably competent person prior to leaving your custody.

23. WiFi Services

When using the WiFi service you agree 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.
- (iii) The current WiFi login details will be provided by the Hall Bookings Administrator.

24. Termination of the WiFi service

We have the right to suspend or terminate our 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.

25. 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 your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. 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 our 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 our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

26. Privacy and Data Protection

- (i) We may collect and store personal data through your use of our WiFi service.
- (ii) We may process all information about you which is provided in relation to our 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 our WiFi service, you agree to the terms of this clause 26. If you would like more information or object to anything in these conditions, you should speak to

Rebecca Allen: 07786 374 791

27. Cancellation

If you wish to cancel the booking up to 48 hours before the date of the event, we will return the total Hiring fee paid. If the cancellation is less than 48 hours before the event, the Hiring fee will not be refunded.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (iii) the premises becoming unfit for your intended use;
- (iv) 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 you will be entitled to a refund of any hiring fee already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

28. End of hire

You are 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 we may make an additional charge.

Keys must be put back into the key safe(s) – internal or external – where they are normally stored.

Please note: An additional £25 charge will be levied if

- a) any of the exterior doors are left unlocked post-hire.
- b) Any of the heating units, hot water heaters or lights are left on post-hire

29. No alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises, nor take anything out of the premises, without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

30. Coffee Machine

You must not attempt to switch on or use the coffee machine, which can only be operated by trained people approved by us.

31. No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

SPECIAL CONDITIONS OF HIRE:

Operation of Hall equipment, including Central Heating, additional Heating and Cooling units, projector, screen and sound system.

Please obey all guidance provided by the Caretaker and detailed written instructions provided by the Hall. If you fail to follow the instructions, you will be asked to pay for any repairs needed.

RUBBISH AND CLEANING

- At the end of your hiring session, please wipe down the table tops. All tables and chairs are to be stacked and put away.
- Kitchen – all surfaces must be wiped down and left clean. Do not leave crockery or glasses on the draining board: after washing, these should be put away in the appropriate cupboard.
- After using the toilets please wipe the seat.
- Used wipes must be removed along with your rubbish.
- Please use the brooms in the cupboard in the kitchen to sweep up the hall after your event, and leave the Hall as you found it.
- Please provide your own tea towels, hand towels and dishcloths.

PARKING AND NEIGHBOURS

- Please park carefully making sure that no emergency exits are obstructed. Do not block the pavement outside on Hill Road, or the entrance to the Hall car park. Park on the road where needed.
- As the hall is in a residential area, please keep noise to a minimum.

FLOODING

In the event of flooding:

- Stop 'key'_a longstick to prise open the manhole cover with turning device – is located in the kitchen broom cupboard.
- The stop cock is located under the manhole cover in the flower bed outside the hall next to the Hall fence, close to the neighbouring property 'Rivendale' on the left of the Hall.

Once the water has been stopped, please call Jane Wood on 07578 609336

I confirm that I have read and understood the Standard Conditions of Hire and the Special Conditions of Hire

Signed _____

Date _____