**TERMS AND CONDITIONS OF HIRE**

**LORD THURLOW VILLAGE HALL, SCHOOL ROAD, GREAT ASHFIELD, IP31 3HN**

**Reg. Charity No: 267390**

**CONDITIONS OF HIRE:**

Please read these terms and conditions thoroughly before confirming your booking. Enquiries to hire the Hall should be via the Bookings Secretary, Carol White, telephone: 01359 240780, or via email to carolwhite31@live.co.uk.

**HIRE RATES:**

* Standard Hourly Rate: £10.00

For catered events and evening rates, contact the Bookings Secretary.

A £100 discretionary deposit maybe chargeable for adult events/parties.

**PAYMENT AND DEPOSIT:**

To confirm the hire of the Hall, the Hirer shall sign and complete the appropriate booking form and return to the Bookings Secretary. The person/organisation by whom this application form is signed shall be considered the HIRER and shall be liable thereon.

Full payment must be made at least 7 days prior to the function and any security deposit required shall be paid on collection of the keys. This security deposit will be refunded to the HIRER only upon return of the keys and subject to the HIRER having complied with all aspects of the terms and conditions.

**CANCELLATIONS:**

Refunds of monies paid will NOT be made except in the case of exceptional circumstances.

**ARRIVAL:**

The HIRER or representative, who must be at least 18 years of age, must be present throughout the period of the hire. The HIRER must always remain in charge and ensure all aspects of Health & Safety Regulations (including those for Disco and Electrical equipment) and that the Fire Regulations (displayed in the entrance) are maintained.

**DEPARTURE:**

* Please ensure that all lights, heaters, electrical equipment, taps, etc. are turned off and that all doors and windows are closed.
* The shutters on the kitchen hatch must be in a closed position.
* Remove all rubbish, surplus food, and personal property by termination of the hire. If the outside bins are full, then please take your surplus rubbish home with you.
* Bottles must not be deposited at the local Bottle Bank between the hours of 19.00 and 08.00.
* The HIRER at the end of the period, shall leave the Hall in a clean and orderly state. There is cleaning equipment and materials available for your use.

**CARE OF PREMISES:**

* Ensure tables, chairs and other pieces of equipment are carried, not dragged across the floors.
* Do not fix nails, tacks, pins, or tape etc. on any part of the walls, doors, or floor.
* No placards, flags, emblems, or other decorations to be placed inside or outside the Hall without the previous consent of the Bookings Secretary or HALL COMMITTEE.
* The HIRER shall remove any display material inside the Hall, if in the opinion of the HALL COMMITTEE it is unseemly or will expose the Hall to undue risk of fire or could lead to a disturbance or breach of the peace.

**DAMAGE**:

* The HIRER must notify the Bookings Secretary of any damage occurring during the period of hire, and you may be asked to pay for the cost of repairs etc.
* **AN ACCIDENT BOOK IS KEPT WITH THE FIRST AID BOX IN THE KITCHEN.**

**LIABILITY:**

The COMMITTEE cannot accept liability for injury, loss or damage to the premises or it is contents during a period of hire. It is the responsibility of the HIRER to exercise vigilance against intruders and vandalism. It is recommended that the HIRER consult with their own insurance company who should be able to provide adequate cover if so needed.

**NOISE:**

Residents live in the vicinity of the Hall and all music and noise must be kept to a reasonable level to avoid unnecessary disturbance and annoyance. The COMMITTEE reserves the right to put a stop to any entertainment or meeting that is not properly conducted. The right of entry to the HALL is reserved to any agent of the COMMITTEE, any Police Officer, and any accredited officer of the Licensing Authority.

**FIRE REGULATIONS:**

No exits may be blocked, no obstruction placed in corridors, nor fire appliances removed or tampered with. No additional lights, or extensions from the existing light fittings shall be used without the previous consent of the COMMITTEE, and no one shall tamper with the electricity distribution board. In darkness, please ensure all emergency lights are working near doors. Vehicles should only be parked in the main car park area and must not block emergency exits.

**MEANS OF ESCAPE:**

All means of escape shall be properly maintained. In case of fire, all means of escape shall be kept free from obstruction and combustible storage. All doors forming part of the means of escape must only be fastened so that they can easily and immediately be opened by persons leaving the premises. All inward opening doors shown as exits shall be fixed in the open position whilst members of the public are on the premises.

**ESCAPE LIGHTING:**

Whilst the premises are in use, effective artificial lighting must be provided on all internal escape routes.

**SEATING AND GANGWAYS**:

Seating in the Hall should be arranged to allow free and ready access to the exits. No point on any gangway should normally be more than 18 metres from an exit from the Hall, measured along the line of the gangway. Gangways should be of adequate width for the number of seats served, but under no circumstances be less than 1.5 metres wide. In those parts of the Hall where only one exit is available, no point on any gangway should be more than 7.5 metres from that exit, measured along the line of the gangway.

**OTHER:**

* No copyright dramatic or musical work shall be performed without the authorisation of the owner of the copyright and such authorisation shall be produced to the COMMITTEE before commencement of the hire.
* The HIRER shall not sub-let the Hall or any part thereof.
* The HIRER shall not enter the premises at any other time than the specific hours for which it is hired without the express permission of the COMMITTEE.

**MAXIMUM PERMITTED NUMBERS:**

The maximum number of persons permitted to use the premises shall not exceed the following:

* Seated at tables 80 persons
* Mixed Occupancy (tables & dancing area) 100 persons
* Dancing 120 persons
* Closely seated audience 120 persons

**HIRER’S RESPONSIBILITIES:**

The HIRER, during the period of hiring, will be responsible for supervision of the premises, the fabric and contents, their care, safety from damage, however, slight, or change of any sort, and for the behaviour of all persons using the premises, whatever their capacity, including proper supervision of car parking arrangements, to avoid obstruction of the highway, and annoyance to neighbouring properties.

**ATTENDANTS:**

The minimum number of stewards present whilst the premises are occupied shall be two (2). Such stewards shall be made fully aware of the fire safety arrangements and be able to give assistance in evacuating the premises in the case of an emergency. The stewards should be readily identifiable to members of the public in the event of an emergency.

**USE OF THE PREMISES:**

The HIRER shall not use the premises for any purpose other than that described on the Booking Form, and shall not sub-let 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 in respect thereof.

**LICENSING OF PUBLIC ENTERTAINMENT:**

The Hall is licensed by Mid Suffolk District Council under the provisions of the Regulated Entertainment Licensing Act 2003 on weekdays (Mondays to Saturdays inclusive) between the hours of 12 noon and 23.00 and for MUSICAL ENTERTAINMENT ONLY on Sundays between the hours of 16.30 and 22.00. A copy of this license is displayed in the Hall. The Hall is hired on the express conditions contained within these licenses. Under the terms of this license, the number of persons (including staff and attendants) to be allowed at any one time in the Hall shall not exceed one hundred and twenty (120).

**CONDITIONS OF THE LICENSING ACT 2003:**

The Licensing Act 2003 has specific objectives, and these influence the activities for which the Hall may be used:

1. There is to be no performance that is dangerous to the public or of an explicitly sexual nature.
2. Children may only see films with appropriate certificates.
3. Alcohol must not be served to anyone under 18 years; persons drunk and disorderly; or anyone unsuitable for any other reason.
4. Alcohol can only be sold in the Hall with the authorisation of the HALL COMMITTEE.
5. The COMMITTEE and the Bookings Secretary can approve other individuals to supervise the sale of alcohol, however, in all cases, this must be at least two people who have signed to say they accept responsibility for the sale of alcohol, and understand the duties laid on them.
6. The COMMITTEE may authorise named individuals so they can hold responsibility for the sale of alcohol and do not need to get signed approval on each occasion. The approved individuals must be confirmed once a year.
7. There may be bookings when the COMMITTEE agrees that a HIRER may make their own arrangements for a bar to sell alcohol, which would require raising a TEN (Temporary Event Notice). Full details of TEN requirements and application forms are available on Mid Suffolk Council website: <https://www.babergh.gov.uk/business/licensing/alcohol-and-entertainment-establishments/temporary-event-notices/>
8. Applications for a TEN must be made by the HIRER a minimum of ten (10) working days prior to the event, and other relevant authorities: Suffolk Constabulary Licensing Team and Environmental Team notified as appropriate. A copy of the TEN must be shown to the Bookings Secretary before the keys can be collected. The TEN must be available to view during the event. Whenever a TEN has been raised, HIRERS must stop selling alcohol by 23.30 and exclude visitors by 24.00.

**GAMING, BETTING AND LOTTERIES:**

The HIRER shall ensure that nothing is done in relation to the premises in contravention of the law relating to gaming, betting, and lotteries.

**COMPLIANCE WITH LOCAL REGULATIONS:**

The HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates’ Court, or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays.

**FOOD, CROCKERY AND CUTLERY:**

The HIRER shall not use the kitchen or any part of the Hall to prepare food. The HIRER may use the facilities to arrange pre-cooked or prepared food brought in for presentation to guests. The HIRER shall, if serving food, observe all relevant hygiene regulations. In the interests of hygiene, the HIRER shall provide their own dishcloths, tea towels and hand towels.

**ELECTRICAL APPLIANCES & ANY OTHER EQUIPMENT BROUGHT INTO THE HALL:**

The HIRER shall ensure that any electrical appliances brought into the Hall by them and used there shall be safe and in good working order and be used in a safe manner. Equipment brought into the Hall by the HIRER or the HIRER’s agent, for example disco equipment, is **NOT** covered under the insurance policy of the COMMITTEE for the Hall and the COMMITTEE shall accept **NO** responsibility for loss or damage to such equipment howsoever caused.

**KEYS:**

For the duration of the hire, the HIRER will be issued with keys for the main door of the Hall. The HIRER shall be responsible for the safe keeping and use of all keys issued to them. If a key(s) issued to the HIRER is lost during the period of the hire, the HIRER shall indemnify the COMMITTEE for the cost of replacing the lock to which the key(s) fit and all keys for the said lock to whomever they are issued. For the avoidance of doubt, this means if the HIRER loses a key issued to them, the HIRER shall reimburse the COMMITTEE for the cost of replacing the lock to which the said key fits and all other keys for the same lock to whomever they are issued.

**REPAIR OR LOSS OR DAMAGE:**

The HIRER shall indemnify the COMMITTEE for the cost of repair of any loss or damage done to any part of the property, including within the curtilage thereof, or the contents of the buildings (including keys) which may occur during the period of hire because of the hiring.

**CHILDREN:**

The HIRER shall ensure that any activities for children fully comply with the provisions of The Children Act (2004) and that only fit and proper persons have access to the children.

**SMOKING:**

There is a NO SMOKING policy throughout the Hall.

**AT THE END OF THE HIRING:**

On completion of the hiring, the HIRER shall be responsible for leaving the Hall and surrounds in a clean and tidy condition, properly locked, and secured, unless directed otherwise. Any contents temporarily moved for the duration of the hiring shall be properly replaced on completion of the event. The HIRER shall ensure the floor is swept clean and tables and chairs are wiped clean and returned to their usual positions.

The HIRER shall ensure all rubbish is placed outside in the appropriate waste and recycling bins by the main door of the Hall. The HIRER shall ensure that all rubbish which does not fit inside the wheelie dustbins provided shall be removed and properly disposed of elsewhere. **NO** rubbish is to be left on the ground beside the wheelie bins.

The HIRER shall return to the COMMITTEE or Bookings Secretary as directed; all keys issued for the duration of the hire.

For an evening event, the HIRER shall ensure that the Hall is cleared of all the HIRER’S and HIRER’S Agent’s equipment and belongings by 24.00 midnight.

**CANCELLATION OF A BOOKING BY THE COMMITTEE:**

The COMMITTEE reserves the right to cancel a hiring in the event of the Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case the HIRER shall be entitled to a refund of any monies already paid. In the event of the Hall, or any part thereof being rendered unfit for the use for which it has been hired, the COMMITTEE shall not be liable to the HIRER for any resulting loss or damage whatsoever. The COMMITTEE reserves the right to refuse a booking or to cancel a booking at any time either before or during the term of the hire agreement upon giving seven (7) days’ notice in writing to the HIRER. The HIRER shall be entitled upon such notice to reimbursement of such monies including any deposit or proportion of the same, as having been paid by the HIRER, but the COMMITTEE shall not be liable to make any further payment to the HIRER.

**ELECTRICAL & GAS USAGE:**

The hire of the Hall and rates charged include for electrical and gas supply charges for lighting, heating, and general usage.

However, if the HIRER of the Hall requires the usage of excessive electrical supplies, for whatever reason, the COMMITTEE reserves the right to charge an additional sum. To determine any the additional usage of electricity by the HIRER, the meter must be read at the commencement of the hire and at completion and the readings noted.

**CONFIRMATION OF BOOKING:**

Please complete and return the booking form to the Bookings Secretary, at carolwhite31@live.co.uk.