



(2) It is a requirement of the hire that all music will end by 22:45 hours and the function will end by 23.00 hours.

B. (1) THE HIRER agrees with the CHC to observe the provisions and stipulations contained or referred to in the CHC's "Standard Conditions of Hire" for the time being in force as annexed hereto (an understanding of which the Hirer acknowledges) together with the Special Conditions set out in the Schedule (if any). It is hereby agreed that the Standard Conditions and any Special Conditions shall form part of the Hiring Agreement unless specifically excluded.

(2) The HIRER acknowledges that the instructions by the CHC referred to in Clause 9 of the standard Conditions of Hire will be given prior to the commencement of their first hire.

(3) The HIRER acknowledges that CHC works with Norfolk Constabulary sharing information on bookings to prevent crime and disorder.

(4) The HIRER agrees not to exceed the maximum permitted number of people per room including the organisers/ any performers: 70 people seated or 100 standing.

(5) The HIRER agrees with the CHC to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hiring Agreement.

(6) 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.

(7) The CHC uses personal data for the purposes of managing the Premises, its bookings and finances, running and marketing events at the Premises, staff employment and its fundraising activities.

In accordance with Strumpshaw Parish Council's GDPR Privacy Policy data may be retained for up to 7 years for accounts purposes and for longer where required by the Premises insurers.

The Hirer should contact the Strumpshaw Parish Council Data Controller at [clerkstrumpshawpc@gmail.com](mailto:clerkstrumpshawpc@gmail.com)

if there are any questions about the personal data held or to exercise all relevant rights, queries or complaints about the use of personal data.

Signed by the person named in 2 above.....

Signed by the person named in 3 above.....



## **Strumpshaw Community Hall Special Conditions of Hire during COVID-19**

Note: These conditions are supplemental to, not a replacement for, the hall's ordinary conditions of hire.

### **SC1:**

You, the hirer, will be responsible for ensuring those attending your activity or event comply with the COVID-19 Secure Guidelines while entering and occupying the hall, as shown on the attached poster which is also displayed at the hall entrance, in particular using the hand sanitiser supplied when entering the hall and after using tissues.

### **SC2:**

You undertake to comply with the actions identified in the hall's risk assessment, of which you will be provided with a copy.

### **SC3:**

You will be responsible for cleaning door handles, light switches, window catches, equipment, toilet handles and seats, wash basins and all surfaces likely to be used during your period of hire before other members of your group or organisation arrive and to keep the premises clean through regular cleaning of surfaces during your hire, paying particular attention to wash hand basins and kitchen sinks (if used), using either the products supplied (which will be in a clearly accessible location) or your own ordinary domestic products. You will be required to clean again on leaving.

Please take care cleaning electrical equipment. Use cloths - do not spray!

### **SC4:**

You will make sure that everyone likely to attend your activity or event understands that they **MUST NOT DO SO** if they or anyone in their household has had COVID-19 symptoms in the last 48 hours, and that if they develop symptoms within 10 days of visiting the premises, they **MUST** use the Test and Trace system to alert others with whom they have been in contact. They must seek a COVID-19 antigen test.

### **SC5:**

You will keep the premises well ventilated throughout your hire, with windows and doors (except fire doors) open as far as convenient. You will be responsible for ensuring they are all securely closed on leaving.

### **SC6:**

You will ensure that no more than 25 people attend your activity/event if seated and 30 if standing, in order that social distancing can be maintained. You will ensure that people attending do so in groups of no more than 6 or two households and that such groups do not mingle. You will ensure social distancing of 2m between individuals or groups is maintained by everyone attending as far as possible, including while waiting to enter the premises, that they observe the one-way system within the premises, and as far as possible observe social distancing of 1m plus mitigation measures when using more confined areas e.g., moving and stowing equipment, accessing toilets which should be kept as brief as possible. You will make sure that no more than 1 persons use each suite of toilets at one time.

### **SC7:**

You will take particular care to ensure that social distancing is maintained for any persons aged 70 or over or likely to be clinically more vulnerable to COVID-19, including for example keeping a 2m distance around them when going in and out of rooms and ensuring they can access the toilets, kitchen or other confined areas without others being present. For some people, passing another person in a confined space is less risky, but for older people that should be avoided.

### **SC8:**

You will position furniture or the arrangement of the room as far as possible to facilitate social distancing of 2m between individual people or groups of six or less people or 2 households, or 1m with mitigation measures such as: seating side by side, with at least one empty chair between each person or household group, rather than face-to-face, face coverings and good ventilation. If tables are being used, you will place them so as to maintain social distancing across the table between people from different household groups who are face-to-face e.g., using a wide U-shape.

SC9:

You MUST keep a record of the date and time the activity started and the name and contact telephone number or email of all those who attend your event (or a member of any group of up to 6 people or 2 households who attend together). This can be done either by operating an advance booking system which collects these details, or by asking everyone who attends to use the NHS QR poster at the hall entrance to register their attendance and by keeping a record of any who do not register using their smartphone app and the hall's NHS QR poster or your own NHS QR poster.

SC10:

You will be responsible for the disposal of all rubbish created during your hire, including tissues and cleaning cloths, in the rubbish bins provided by the main entrance before you leave the hall. All other rubbish should be taken away with you when you leave the hall.

SC11:

Users are encouraged to bring their own drinks and food. If food or drink is being served (as distinct to being made on a DIY basis) it must be served only at tables or as a takeaway service. Provision of food or drink MUST cease before 10pm (i.e., be cleared away by then). If food and drink is served at tables you MUST ensure there is no mingling between groups at different tables, which must be seated in accordance with SC6.

SC12:

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

SC13:

In the event of someone becoming unwell with suspected Covid-19 symptoms while at the hall you should remove them to outside. Provide tissues and a bin or plastic bag, and a bowl of warm soapy water for handwashing. Ask others in your group to provide contact details if you do not have them and then leave the premises, observing the usual hand sanitising and social distancing precautions, and advise them to launder their clothes when they arrive home. Inform the Community Hall Committee on 01603 715670 or 01603 717728

SC14: For events with more than 30 people (when allowed) you will take additional steps to ensure the safety of the public in relation to COVID-19 and prevent large gatherings or mass events from taking place, for example by operating a booking system or providing attendants or stewards who will ask people to seat themselves furthest from the entrance on arrival, to exit closest to the exits first and invite people to use toilets in the interval row by row.

SC15: In order to avoid risk of aerosol or droplet transmission you must take steps to avoid people needing to unduly raise their voices to each other, e.g., refrain from playing music or broadcasts at a volume which makes normal conversation difficult.

SC16:

You will organise your activity in accordance with guidance issued by the relevant governing body for your sport or activity.

You will ask those attending to bring their own equipment and not share it with other members.

You will ensure that any equipment you provide is cleaned before use and before being stored in the hall.

SC 17:

You will encourage all those attending your activity to wear a face covering unless an exemption or other government guidance applies to the activity. A face covering is not required when people are eating or drinking but they should be seated.

SC 18:

Closing: Provision of food and drink MUST cease by 10pm. Any bar, dinner or similar activity MUST close by 10pm.

## Strumpshaw Community Hall Standard Conditions of Hire

For the purposes of these conditions, the term “Hirer” shall mean an individual hirer or where the Hirer is an organisation, the authorised representative. As a condition of hire, the Hirer accepts these Standard Conditions of Hire.

The term “Premises” means Strumpshaw Community Hall, Mill Road, Strumpshaw, NR13 4FS

### 1. Booking

- a. The Premises may be booked in accordance with the available times and at the costs agreed.
- b. The Hirer is required to pay the full amount of the hire cost no later than seven days before the event. The Hirer may also be required to pay a Special Deposit on the date of booking. The Special Deposit will be refunded within fourteen days after the event provided all conditions of hire have been met.
- c. A full refund will be given if cancellation by the Hirer occurs at least seven days before the event. Any cancellations later than this will be at the discretion of the Community Hall Committee (“the CHC”).
- d. Bookings of the Premises are available between 06.00 hours and 23.00 hours. The Hirer will have access to facilities for the period booked. Any extensions to time must be agreed in advance or subsequently reported but must not interfere with events booked before or after the Hirer’s session. If the booking is for a period ending at 23.00 hours, the Hirer will ensure that all persons have vacated the Premises and the adjoining the car park by 23.30 hours.
- e. The CHC reserves the right to cancel a hiring by giving at least seven days’ notice to the Hirer in the event of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election or referendum or if the CHC reasonably consider that:
  - such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
  - unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
  - the Premises have become unfit for the use intended by the Hirer.In any such case the Hirer shall be entitled to a refund of any Special Deposit or hire fees already paid, but the CHC shall not be liable for any resulting direct or indirect loss or damages whatsoever.

### 2. Premises and Facilities

- a. The Hirer must be over 18 years of age and provide a named contact with a telephone number. This named person will be the Responsible Person for the security of the Premises and be liable for any costs incurred through the loss of keys or any other aspects where these conditions are not observed.
- b. The Hirer is, during the period of use, responsible for supervision of the Premises, the fabric and the contents; their care, safety from damage, however slight or change of any sort; and the behaviour of all persons using the Premises whatever their capacity. This includes proper supervision of car parking arrangements in the adjoining car park so as to avoid obstruction of the highway and ensure safe parking with other car park users. Car Parking for users of the Premises is prohibited in Mill Meadow. The Parish Council accepts no liability for any loss, theft or damage to vehicles.
- c. All damage and loss must be reported to the CHC and may be chargeable.

### 3. Use of Premises

The Hirer shall not use the Premises 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 written permission from the CHC.

#### 4. Legal

a. The Hirer must ensure that the terms of every statute, regulation or other requirements authorising or regulating how the Premises are used, are complied with and that any licence or regulation which is required is in place. Without prejudice to the generality of the foregoing, this may include: -

- for the preparation, storing, serving or sale of food.
- for the sale of goods on the premises.
- for the use of live or recorded music, showing of films, staging of plays, public dancing or other similar public entertainment.
- in accordance with laws relating to gambling, betting and lotteries.
- in accordance with The Children Act 1989, the Safeguarding Vulnerable Groups Act 2006 and subsequent legislation.

b. The Hirer agrees to pay all charges and other liabilities for damage etc. as a result of the Hirer's use of the Premises and the adjoining car park.

#### 5. Liabilities and indemnity

a. The Parish Council and the CHC shall not be liable to the Hirer or to any person using or entering the Premises or the adjoining car park whilst the Premises are in the use of the Hirer, for personal injury or for damage to, loss or theft of any property brought onto the Premises or the adjoining car park.

b. The Hirer shall fully and effectively indemnify the Parish Council and the CHC, its officers and agents against all claims made by, and liability to, any person in respect of such damage, loss or theft.

c. The Hirer shall indemnify the Parish Council and the CHC in respect of the cost of repair of any damage done to any part of the Premises and contents during or as a result of the Hirer's use and in respect of any liability to third parties or otherwise arising out of use of the Premises by the Hirer.

d. The Hirer shall be responsible for using the Premises in a safe manner and making adequate arrangements to insure against third party claims which may arise out of its use.

#### 6. Disclaimer

a. The Parish Council and the CHC do not warrant that the Premises is fit either legally or physically for the Hirer's purpose.

b. The Hirer is responsible for any accident or injury arising out of the use of the Premises or the adjoining car park by the Hirer. It is the responsibility of the Hirer to perform any necessary 'Risk Assessment' and ensure that the Premises are safe for the purposes of the Hirer.

#### 7. No Transfer

a. The benefits of a booking may not be assigned or transferred, in whole or in part, to any other person or party, and the Premises or any part of it may not be used by any person other than the Hirer and those permitted under his or her hiring.

b. The Hirer acknowledges that no tenancy is intended to be created between the Parish Council/ the CHC and the Hirer and no relationship of landlord or tenant exists between them.

#### 8. Rights of Access

a. The Parish Council and the CHC or their representatives reserve the right to enter the Premises at any time.

#### 9. Safety

a. The Hirer is responsible for ensuring that any electrical appliances brought onto the Premises and used there are safe, in good working order, and are used in a safe manner in accordance with the Electricity at Work Regulations 1989. In addition, the Hirer is also responsible for carrying out a visual inspection to check for damage prior to use of any other electrical appliance in the Premises. If there is any apparent damage the electrical appliance should not be used and the defect should be reported in the Incident Book.

b. The Hirer is responsible for ensuring that no highly flammable substances are brought into or used in any part of the Premises and that no internal decorations of a combustible nature (e.g., polystyrene, cotton wool) are erected without the prior consent of the CHC. Without prejudice to the generality of the foregoing, this shall include the prohibition of open-air helium balloons, fireworks, Chinese Lanterns and all other such objects.

c. The Hirer is responsible for ensuring that no unauthorised heating appliances are used on the Premises. Portable liquefied propane gas (LPG) heating appliances must not be used.

d. The Hirer is responsible for calling the Emergency Services for any accident, incident or fire and for reporting this immediately to the CHC. The full postal address of the Premises is Mill Road, Strumpshaw, NR13 4FS and the What 3 Words reference is Ruling, Ruling, Butchers.

e. The Hirer acknowledges that instruction has been received in the following: -

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- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Premises.
- The location and use of firefighting equipment.
- Escape routes and the signs that illuminate them.
- 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.
- . The operation of the heating, lighting and audio-visual systems in the Premises
- . The operation of trolleys, tables and chairs
- . The operation of all appliances in the kitchen of the Premises
- . The use of cleaning equipment and the stepladder
- . The location of instructional manuals, Incident Book, Accident Report Book and first aid box.
- f. The Hirer must ensure that all exits, emergency exits and fire appliances on and in the Premises are free from obstruction, and available for use at all times during the period of use.
- g. The Hirer must inform the CHC of the incidence of any accident or injury. All accidents must be recorded in the Accident Report Book. Any incidents or actions that have, or might have, affected the health and safety of any person must be reported in the Incident Book and the details of any defective or broken equipment must be noted there.

#### 10. Noise

The Hirer must ensure that in order to avoid disturbing neighbours of the Premises the minimum of noise is made on arrival, during use and on departure, particularly late at night and early in the morning.

#### 11. Drunk and disorderly behaviour and supply and illegal drugs

The Hirer must ensure that in order to avoid disturbing neighbours of the Premises and avoid violent or criminal behaviour:

- a. no drinking takes place outside the Premises. No drinking is permitted on the adjoining car park or grounds.
- b. no one attending the event consumes excessive amounts of alcohol
- c. no illegal drugs are brought onto the Premises or the adjoining car park.

Drunk and disorderly behaviour is not 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 must be asked to leave the Premises and the adjoining car park and grounds in accordance with the Licensing Act 2003.

#### 12. Smoking

The Hirer must ensure compliance with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder, and also ensure that no vaping takes place in the Premises. The Hirer must ensure that anyone wishing to smoke does so outside in the designated smoking area and disposes of cigarette ends, matches etc. in a tidy and responsible manner in the bins provided.

#### 13. Animals

The Hirer shall ensure that no animals (including birds) except Guide and Hearing dogs and Registered Assistance Animals are allowed on the Premises, other than for a special event authorised by the CHC. No animals whatsoever are to enter the kitchen of the Premises at any time.

#### 14. No alterations

The Hirer must ensure that no alterations or additions to the Premises are made nor fixtures, placards, decorations or other articles installed or attached in any way to any part of the Premises or the adjoining car park without prior written approval from the CHC. In the discretion of the CHC, any approved alteration, fixture or fitting or attachment may remain in the Premises or adjoining car park at the end of the hiring. Such items will become the property of the Parish Council unless removed by the Hirer and any damage to the Premises or the adjoining car park caused by such removal will be made good by the Hirer to the Parish Council's satisfaction.

#### 15. End of Hire

The Hirer is 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. All food and rubbish must be removed from the Premises. Failure to adhere to this condition may result in a deduction from the Special Deposit.