

## **TERMS and CONDITIONS OF HIRE OF THE HERITAGE HUT, WALBERSWICK**

### **1. Use of the Heritage Hut**

Use of the Heritage Hut and its facilities is subject to the following rules and, in the case of hirers, to certain standard conditions incorporated in the hiring agreement.

### **2. Applying to Use the Heritage Hut**

- a. Application for use of the Heritage Hut shall be made via the website form <http://walberswick.onesuffolk.net/heritage-hut/booking-enquiry/>
- b. The right to refuse any application for the use of Heritage Hut facilities is reserved to the Heritage Hut Management Committee (HHManco).
- c. All arrangements for the use of Heritage Hut facilities are subject to the HHManco reserving the right to cancel bookings when the premises are rendered unfit for the intended use.
- d. Primary Users and Secondary Users shall normally have priority use of its facilities, but all arrangements to hire facilities made with outside bodies and individuals shall be honoured, except as provided for in (c) above.

### **3. Hours of Opening**

Facilities at the Heritage Hut are normally available between the hours of 9am – 9pm weekdays and 9am to 6pm on Weekends. In exceptional cases, these hours may be extended on application.

### **4. Maximum Capacity**

The Heritage Hut has a maximum capacity of 40 people if all standing and 27 if being used as a meeting space with a mixture of seating plus tables.

### **5. Safety Requirements**

The hirer will ensure nothing is done which will endanger the users of the building, and the policies of insurance relating to it and to its contents. In particular:

- a. Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be immediately available for free public access.
- b. The emergency lighting supply must be turned on during the whole time the premises are occupied.
- c. Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose.

### **6. Use of premises**

- a. 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 or unsuitable 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.
- b. No intoxicating liquors are permitted to be bought, sold or consumed on the premises
- c. Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the Heritage Hut premises shall ensure that the requirements of the relevant legislation are strictly observed.
- d. No food preparation is allowed.

## **7. Music Copyright licensing**

It is the responsibility of any independent user group which uses recorded music in its activities to check if it requires a licence from Phonographic Performances Ltd (PPL) and, if so, to obtain one.

## **8. Storage**

The permission of the HHManco must be obtained before goods or equipment are left or stored at the Heritage Hut, except that the WCLC Clerk is authorised to grant permission for the overnight storage of goods and equipment brought to the Heritage Hut for a particular function or event. Any belongings left in the Hut by the hirer is at their own risk.

## **9. Loss of Property**

The HHManco cannot accept responsibility for damage to, or the loss or theft of, Heritage Hut users and hirers property and effects.

## **10. Sale of Goods**

The Hirer shall, if selling goods on the premises, comply with the Fair Trading Laws and Codes of Practice. The Hirer will ensure that the price of all goods and services are displayed, in addition to the organiser's name and address.

## **11. Health & Safety**

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

- a. Performances involving danger to the public shall not be given.
- b. Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g.: polystyrene, cotton, etc.) shall be undertaken or erected without the consent of the HHManco
- c. No unauthorised heating appliances shall be used on the premises.
- d. The First Aid box is located on the wall at the opposite end of the hall to the front door.
- e. WCLC Clerk shall be informed of any accident or injury occurring on the premises.
- f. All electrical equipment brought into the building shall comply with the Electricity at Work Regulations, 1989. The Management Committee disclaims all responsibility for all claims and costs arising out of any such equipment that does not so comply.

## **12. Supervision**

- a. The hirer or person in charge of the activity shall not be under 18 years of age and shall be on the premises for the entire period of hire, or duration of the activity. The person in charge shall not be engaged in any duties which prevent them from ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.
- b. 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.
- c. When the premises are used for the purpose of public entertainment, there shall be a minimum of two persons, neither of whom shall be less than 18 years of age, on duty.
- d. All persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall be familiar with the firefighting equipment available.

**13. Car Parking**

- a. It is permitted to park a car / van directly in front of the Heritage Hut for the purposes of loading/unloading only. Car parking is available in the public car parks of which the Cliff field car park is closest.

**14. Nuisance**

- a. Litter shall not be left in or about the Heritage Hut premises.
- b. Except in the case of trained guide-dogs for the blind, animals are not permitted.
- c. Hirers and organisers of events in the Heritage Hut are responsible for ensuring that the noise level of their functions is not such as to interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property.

**15. Cleaning and Security**

- a. All use of Heritage Hut premises and facilities is subject to the users or hirers accepting responsibility for returning furniture and equipment to their original position, and for securing doors and windows of the premises.
- b. All users shall use the end of hire checklist provided to ensure the premises are left in an acceptable condition.