

REEDHAM COMMUNITY ASSOCIATION

Pottles Lane, Reedham, Norwich, NR13 3HL

Hiring Agreement for Non Affiliated & Non Members

Scale of Charges	Hourly
Hall (includes use of kitchen or kitchen only)	£14.80
Glover Lounge (includes use of kitchen)	£12.80
Main Hall & Lounge (includes use of kitchen)	£20.00
Stage & Dressing rooms	£6.30
Light/Sound equipment (includes use of lights and speakers)	£6.30
Pavilion	£13.80
Pavilion without showers	£12.80
Whole Field all day & evening	£109.00
Whole Field half day/evening	£75.00
Bar Facilities	£24.00 (Session)
Projector & Screen	£3.30
Overnight stay in a registered Caravan Club	£6.00



Fees outside this agreement under special circumstances, to be agreed by Reedham Community Association Management Committee and the hirer.

Entitled to this reduced rate is **ONLY applicable** if you or your group have been a member of the Community Association for a minimum of 3 “three” months. Falsifying will lead to termination of hire.

*“Prices are reviewed regularly and are subject to change”
“New Hire Agreement will be renewed from 1st November of each year”*

Note: Once completed pages 1 to 4 are kept by the Management Committee and pages 5 to 10 are kept by hirer.

DATED

PARTIES

- (1) The Village Hall named in clause 1.2 acting by Reedham Community Association management committee.
- (2) The person or organisation named in clause 1.3 (“Hirer”).

AGREED as follows:

1. In consideration of the hire fee described in clause 1.4, the Village Hall agrees to permit the Hirer to use the premises described in clause 1.5 for the purpose described in clause 1.6 for the period(s) described in clause 1.1. The details inserted in sub-clauses 1.1 to 1.6 below and the answers to the questions in sub-clauses 1.7 and clause 2 are terms of this agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

1.1 Date(s) required:

Day(s) Month(s)

Time required (hours)

Preparation time

Charity No: 276757

REEDHAM COMMUNITY ASSOCIATION

Pottles Lane, Reedham, Norwich, NR13 3HL

1.2 Village Hall:

(a)	Registered Charity No	276757
(b)	Authorised Representatives	Angie Woolsey (Booking Clerk)/
	Address	4B Mill Road Reedham Norwich
	Telephone Number	07585 504199

1.3 Hirer:

(a)	Name	
(b)	Organisation (If applicable)	
(c)	Name of Organisation's Authorised Representative. Note Person(s) signing must be 20 years of age or over.	
	Address	
	Telephone Numbers & email	

1.4	Hire Fee	
	Deposit	

(Not applicable for regular hall hirers)

The Hirer shall pay as deposit at least one third of the cost of the booking. The balance of the booking fee being payable on or before the conclusion of the event for which the premises are hired (the deposit having been paid when the agreement is signed).

Balance	
Special deposit, if applicable, ask booking clerk.	

This deposit will be refunded within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the Village Hall about noise or other disturbance during the period of the hiring as a result of the hiring.

Balance	
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Payable on or before the conclusion of the event for which the premises are hired (the deposit having been paid on the signing hereof)

Note: A prearranged fee must be paid in advance in cash if you wish to leave the hall without cleaning after your event, (subject to a cleaner being available) it's the hirer responsibility to ensure that all tables and chairs etc (once cleaned), are returned to rightful place in the hall, the management committee will arrange for the hall to be restored ready for hire. Authorised by the person named at 1.2(b)

REEDHAM COMMUNITY ASSOCIATION

Pottles Lane, Reedham, Norwich, NR13 3HL

Commercial Use? Yes/No

Commercial hirers:

Reedham Village Hall is on a strict trust with the Charity Commission for the purposes of a Village Hall. The management committee is bound to ensure that the Village Hall is administered in accordance with those trusts. Accordingly the village hall is bound to preserve and hereby reserves the right to terminate this Agreement by not less than 7 days' notice in writing to the Hirer in the event of the hall being required on the same date/time for the fulfilment of its charitable purposes.

In the event of such termination by the Village Hall, the Village Hall shall refund to the Hirer all monies paid by the Hirer to the village hall. The Village Hall shall not however be liable to make any further payment to the Hirer in respect of expenses, costs or losses incurred directly or indirectly by the Hirer in relation to the termination.

1.5 Premises

Whole of the Village Hall/Pavilion/Field	
If part of village Hall/Pavilion/Field please specify	

1.6 Purpose/description of hiring

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Will tickets be sold for your event? Yes/No

1.7 Is Food to be provided at the event? Yes/No

2. The Village Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated. Please confirm which licensable activities will take place at your event:

Activity	The hall is licensed for	Times for which the activity is licensed	Indicate activities to take place at your event
a. The performance of plays			
b. The exhibition of films			
c. The performance of live music			
d. The playing of recorded music			
e. The performance of dance			
f. Entertainments similar to those in a – e			
g. Making music			
h. Dancing			
i. Entertainment similar to those in g – h			
j. The provision of hot food/drink after 11pm			
k. The sale of alcohol			

Hirers including groups, clubs or any individual will not be permitted to sell Alcohol under the licensing act.

REEDHAM COMMUNITY ASSOCIATION

Pottles Lane, Reedham, Norwich, NR13 3HL

- 2.1 Have you indicated at 2 (k) that alcohol will be available at your event? (The Reedham Community Association Management Committee will provide alcohol and to sell at the licence premises

If you answer yes to the above question, you will need to seek written permission from the management committee in order for a bar to be provided by the Village Hall's Designated Premises Supervisor or for a Temporary Event Notice to be given for the event. The management committee will require you to complete a separate form detailing your requirements.

- 2.3 The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.

Main hall	Closely Seated 220. For Dancing 180
Glover Lounge	Closely Seated 80. For Dancing 60

- 2.4 The village hall has a licence:

With the Performing Right Society for the performance of copyright music.	Yes
from Phonographic Performance Licence (PPL)	Yes

- 2.5 In order to hold a licensable activity on the premises or on part of the premises not covered by the hall's Premises Licence or where a Village Hall does not have a Premises Licence, a **Temporary Event Notice** (TEN) will need to be given to the licensing authority.

The Hirer shall obtain the written consent of the management committee on the form provided for this purpose before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the hall management committee and local voluntary organisations.

3. The Hirer agrees with the Village Hall to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.
4. It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence (2.1) or that the Village Hall management committee deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Village Hall and the Hirer.
5. 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.
6. All hirers must pay invoice/s by either Cheque or BAACS. These are made payable to Reedham Community Association.

As Witness the hands of the parties hereto: **By signing this document the hirer/group agrees to agreement set out in pages 1-11.**

Signed by the person named at 1.2(b) above, duly authorised, on behalf of the Village Hall's Management Committee

Signed by the person named at 1.3(a) above or at 1.3(c) above, duly authorised, on behalf of the organisation named at 1.3(b) above, where applicable

Please note that signatures do not need to be witnessed.

Please add any other comments.

Standard conditions of hire is kept by the hirer (5 to 9)

REEDHAM COMMUNITY ASSOCIATION

Pottles Lane, Reedham, Norwich, NR13 3HL

Hiring Agreement - signing the agreement you enter into a contract that could be used in evidence should legal action become necessary.

Standard conditions of hire

These standard conditions must be made available to all hirers either in hard or electronic copy or should be made available for all on the Village Hall notice board. If the Hirer is in any doubt as to the meaning of any of the conditions, the Hall Secretary or Booking Clerk should immediately be consulted.

1. Age

The Hirer, not being a person under 20 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

2. Supervision

The Hirer shall, during the period of the hiring, be 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, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Hall Secretary, 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.

3. Use of premises

The Hirer shall not use the premises (including the car park if any) 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 nor allow the consumption of alcohol thereon without written permission.

4. Insurance and indemnity

(a) The Hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious 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 made against or incurred by the village hall management committee, their employees, volunteers, agents or invitees 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 made against or incurred by the village hall management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and

subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the village hall management committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The village hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the village hall management committee and the village hall's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

REEDHAM COMMUNITY ASSOCIATION

Pottles Lane, Reedham, Norwich, NR13 3HL

- C) Where the village hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the village hall secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall booking clerk to rehire the premises to another Hirer.

The village hall is insured against any claims arising out of its **own** negligence.

5. 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. (Gambling Act 2005)

6. Music Copyright licensing

The hirer shall ensure that the Village Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

7. Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for showing and recording film.

8. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure Barring Services checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. If working with children the hirer shall provide the Village Hall management committee with a copy of their **DBS checks** and **Child Protection Policy** before hiring the premises, which complies with the halls child protection policy.

9. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the hall's 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. The Hirer shall also comply with the hall's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the management committee.

- (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. (Include diagram of location when handing over keys.)
- 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.
- Location of the first aid box.

REEDHAM COMMUNITY ASSOCIATION

Pottles Lane, Reedham, Norwich, NR13 3HL

- (b) In advance of any activity whether regulated entertainment or not 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 used for instant free public exit.
 - That any fire doors are not wedged open.
 - That exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.
 - That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied.

11. Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee. Assembly Point is outside Tennis Court at car park.

12. 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 shall, 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.

13. 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. No illegal drugs may be brought onto the premises. 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 in accordance with the Licensing Act 2003.

14. 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. The premises are provided with a refrigerator and thermometer. If food is to be regularly sold and prepared in this premises, the hirer will be expected to complete all safe catering and safer food guide paperwork.

15. 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 Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety. Hirers bringing in powerful outside electrical equipment must have an up to date PAT test before use in the hall.

16. Stored equipment

The village hall 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 Village Hall may, use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.

REEDHAM COMMUNITY ASSOCIATION

Pottles Lane, Reedham, Norwich, NR13 3HL

- (c) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the village hall management committee disposing 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.

17. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall 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. Hirers will be contacted if smoking litter is not cleared up correctly. Vaping is not allowed inside of the Village Hall.

18. Accidents and dangerous occurrences

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as** possible. The Hirer must report all accidents involving injury to the public to a member of the village hall management committee **as soon as** possible and complete the relevant section in the village hall's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Village Hall Secretary will give assistance in completing this form and can provide contact details

19. Explosives and flammable substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that explosives e.g. pyrotechnics must undergo a **risk assessment** before use. All items and clothing close to explosives or flames must be flame proofed before use.
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

20. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used. All heating appliances must be turned off before leaving the building. If appliances are left on after hire then the hirer will be contacted by the secretary.

21. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Village Hall. **No animals** whatsoever are to enter the kitchen at any time. All animals on the field must be kept on a lead at all times, other than for a special event agreed to by the Village Hall. All animal waste must be put in the dog waste bins and not any of the village hall bins.

22. 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 each member of the village hall'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. All posters and advertisements must be agreed with the management committee before being put up, if not the management committee have right to remove them.

REEDHAM COMMUNITY ASSOCIATION

Pottles Lane, Reedham, Norwich, NR13 3HL

23. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading 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 and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

24. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall 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 Village Hall. The Village Hall 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 Village Hall 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.
- (e) If previous hire fees are late and unpaid the Village Hall management committee have the right to cancel all future bookings until the payment is settled.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever. The Village Hall has right to charge for hall hire booked that is not used, if the Booking Clerk has not been contacted about cancellation.

25. End of hire

The Hirer shall be 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, damaged and not properly replaced, or repeat of leaving the premises in an unsatisfactory manor the village hall shall contact the hirer and be at liberty to make an additional charge for either replacement of items or cleaning.

All keys belonging to the Reedham Community Association must be returned within 1 day after the hire date, unless otherwise agreed by Authorised person named at 1.2(b). For front door keys the hirer will have to pay a £20 deposit which will be returned to them, when there hire is finished.

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

REEDHAM COMMUNITY ASSOCIATION

Pottles Lane, Reedham, Norwich, NR13 3HL

- 27. No rights**
The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.
- 28. Dangerous and unsuitable performances**
Performances involving danger to the public or of a sexually explicit nature shall not be given.
- 29. Reedham Community Association owned items**
Hirer to provide own tea towels, own sharp knives and drink/food other than when hiring the village hall bar. The hirer will be entirely responsible for the use/storage of sharp knives on Reedham village hall premises. If the hirer wish to borrow items owned personally by the Reedham Community Association, permission must be sought. If items return damaged or in bad condition then a charge will be made for replacement.
- 30. Payment**
Hirers will be charged for what equipment, space and sometimes electricity or water they use for each individual hire. Hirers are expected to pay fees monthly either by cheque or BACS to Reedham Community Association. Invoices will be sent to hall hirers monthly and any queries with an invoice must be made within 7 days to the Booking Clerk, if it is not done within 7 days then unless special circumstances occur then the invoice will not be altered. All invoices must be paid within 30 days if not the hirer will be charged the reference rate each week (8%) for every week the invoice is overdue. The committee have the right to cancel future bookings and increase charges for late hire if invoices have continued to not be paid on time.
- 31. Data Protection**
Reedham Community Association abides by its GDPR Policy and will keep all information on hirers and members confidential. Only the Secretary, Chairman and Booking Clerk will have access to information on hirers/members and will make sure no information is given to the public without consent.

By Signing on page 4 you agree to all above standard conditions of hire.

(This Hire Agreement is kept by the Chairman)

REEDHAM COMMUNITY ASSOCIATION

Pottles Lane, Reedham, Norwich, NR13 3HL

Appendix 1

Opening and Closing the village hall

The village hall keys will be available from _____
and after locking up, must be returned there immediately.

The village hall will be opened for your hiring by _____ and will be closed for you at the time you have indicated.

Please ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Please telephone (01493) or in case of difficulty.

Guests are expected to vacate the premises within 30 minutes of the end of a licensed period. After midnight (unless the event is New Year's Eve) only those helping to clear up the village hall should be on the premises. Failure to comply with this will result in forfeiture of your deposit.

Safety

The village hall has a No Smoking Policy.

In the event of a fire, the village hall should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999. Assemble at Tennis Court at the car park end.

The location of telephone is the Foyer, fire exits and fire extinguishers must be noted before the village hall is occupied and the manner of opening Fire Doors should be made known to your guests. (A sketch plan showing these is shown on the following page).

Please use the trolleys provided for moving chairs and tables in order to avoid injury. Please stack chairs in piles of 8 & tables in trolleys and place them back in the storeroom.

A first aid box is located in "kitchen"

Power Circuits/Heating

For the main hall the heating controls are located next to in halls next to foyer door and Glover lounge there are heaters on the wall. Do not adjust individual heaters as this will result in the village hall being too cold or hot for subsequent users. The heating are not timed to turn off, please ensure that they are all turned off before you leave. Please warn your guests, band or disco of this.

Hall Telephone

The village hall telephone is located in Foyer and list of contact numbers beside. It would be a good idea to have a fully charged mobile telephone for use in case of emergency.

Car Parking

The lane leading to the village hall is a public road and this must not be obstructed. The village hall car park will accommodate a good number of cars if they are parked sensibly.

Any overflow may park on the grassed area next to tennis court only. Cars are not allowed on playing field.

REEDHAM COMMUNITY ASSOCIATION

Pottles Lane, Reedham, Norwich, NR13 3HL

Consideration for Others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents.

Please do not use drawing pins or cello tape on the walls only on notice boards, use Blue/White-Tack if you need to put up decorations. Do not fix decorations near light fittings or heaters.

Please leave the village hall clean and tidy and leave waste in the bins outside or take it home. In particular we ask you to ensure table tops are wiped clean before being stacked in the store room.

Faults/ Damage/ Comments

Please report any faults or damage to the secretary as soon as possible so that they can be rectified quickly. The Management Committee welcome comments or observations that you may have about your hire of the village hall.

Location and Use of Fire Equipment for Hirers ●

Main Hall
Foyer
Kitchen

Car park Area

