

## **Hire Agreement / Terms & Conditions**

**Please ensure you have read and understood this Hire Agreement. If you have any questions, please speak to the Hall Bookings Secretary.**

**Please be aware that agreeing to the hire agreement by completing the 'booking form' via the Aldwincle Village Hall website, and the Hall Bookings Secretary/management committee confirming the booking, constitutes a contract.**

**The 'booking form' on the Aldwincle Village Hall website, and any subsequent email exchanges, details your request to hire. These are your/the hirers contractual details.**

**Booking requests will only be accepted via the 'booking form' on the Aldwincle Village Hall website: [aldwinclevillagehall.co.uk](http://aldwinclevillagehall.co.uk) 'Hire the Hall'. Please note, separate email/telephone conversations do not constitute a booking confirmation. For all hires this agreement/terms and conditions apply and this is confirmed via the 'booking form' located on the Aldwincle Village Hall website.**

**DATED** MARCH 2023

### **PARTIES**

- (1) The Village Hall named in clause 2.2 acting by its management committee.
- (2) The person or organisation named on the 'booking form' - see above.

**AGREED** as follows:

- 1.** Throughout this Agreement:
  - the Village Hall named in clause 2.2 is referred to as "we"; "our" is to be construed accordingly and "we" and "us" mean and include the Village Hall's management committee, charity trustees, volunteers, agents and invitees
  - the person or organisation named on the booking form 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 Secretary or, if the Hall Bookings Secretary is not available, any of our management committee.
- 2.** In consideration of the hire fee described in clause 2.4, we agree to permit you to use the premises described in clause 2.5 for the purpose described in clause 2.5 for the period(s) described in clause 2.1. The details inserted in sub-clauses 2.1 to 2.6 below and the answers to the questions in the 'booking form' and any subsequent exchange of emails are terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire set out in the attached Schedule.

### **2.1 Date(s) required**

Refer to the 'booking form' which accompanies the Hire Agreement.

Important note: Please include time for preparation and clearing up. Additional charges will be made where this extends outside of the agreed hire period.

## **2.2 Aldwinckle Village Hall/Reading Room**

- (a) Registered Charity No 277845
- (b) Authorised Representative Erika Brown - Hall Bookings Secretary  
Address - 58 Main Street, Aldwinckle, Northamptonshire, NN14 3EL  
Contact no - 07710 434 400, Email - aldwincklevillagehallbookingsec@gmail.com

## **2.3 Hirer**

Refer to the 'booking form' which accompanies the Hire Agreement.

## **2.4 Hire Fee**

Hire Fee is £15 per hour for non-residents or £10 per hour for residents of Aldwinckle, Thorpe, Achurch, Pilton, Stoke Doyle, Wigsthorpe & Clopton.

The fee must be paid by bank transfer or by cash in advance of the hire. Where bank transfer, please advise the Hall Bookings Secretary of the date this is sent.

Bank details:           Account Name: Aldwinckle Village Hall  
                              Account Number: 90449482  
                              Sort Code: 20-67-37

You may be required to pay as a deposit of at least one third of the cost of the booking.

We will refund the deposit 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 us about noise or other disturbance during the period of the hiring as a result of the hiring.

## **2.5 Premises for hire**

- Village Hall
- Equipment as requested in the 'booking form' and confirmed by the Hall Bookings Secretary

The maximum capacity of the hall is 85. You agree not to exceed the maximum capacity.

We do not have a Premises Licence.

This Agreement gives permission to you for a performance of live music, the playing of recorded music, or an exhibition of a film, but only in accordance with the Deregulation Act 2015.

- (i) You are responsible for ensuring that screenings of film abide by age classification ratings
- (ii) You agree that if regulated entertainment outside of the Deregulation Act 2015 is to be held, you will obtain our consent to give notice of a TEN to the licensing authority
- (iii) You agree to obtain our consent to give 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), (ii) or (iii) 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.

3. You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.
4. 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.
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.

### **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 immediately and before the hire starts.

#### **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 and residents access and egress, You park at your own risk. Please do not park on the grass verges on the highways, or grass areas in the carpark

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 and indemnify us for:
  - (a) costs arising from of repair of any damage (including accidental and malicious damage and for loss or damage arising out of negligence) done to any part of the premises including its curtilage or its contents
  - (b) costs arising from the cost of repair of any damage (including accidental and malicious damage and for loss or damage arising out of negligence) done to our WiFi service
  - (c) all claims, losses, damages and costs made against or incurred by us, our 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, 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 , and subject to sub-clause (ii), you must indemnify us against such liabilities
- (ii) Where possible we will claim on our insurance but you 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.

## **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 we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

## **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. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

## **9. Safeguarding children, young people and vulnerable adults**

You must ensure that any activities for children, young people and other 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 to the relevant authority.

## **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.

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

(i) You acknowledge that you have received instruction in the following matters:

- It is your responsibility to call 999 without delay in the event of an emergency
- 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
- Escape routes and the need to keep them clear at all times throughout the hire
- The location of fire exits/escape routes and method of operation of escape door fastenings
- Fire exit/escape routes at the front of the Hall (entrance door) and by the toilet/rest rooms are suitable for those that require step free access
- Fire doors must remain closed at all times
- 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 boxes

(ii) In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked and panic bolts are in good working order
- That all escape routes are free of obstruction and can be safely used for instant free public exit at all times during and at the end of the hire
- That any fire doors are not wedged open
- That exit signs are illuminated
- That there are no fire-hazards on the premises - pyrotechnics, bonfires, incinerators, fireworks and sparklers are not permitted. *Only* small domestic candles for a celebration cake can be used, momentarily, in the main hall on a fire-retardant surface and away from any decorations/flammables, and must be supervised at all times by an adult
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied

## **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. The use of the noise reduction plug sockets must be used without exception and all windows and doors must remain closed at all times.

All music, recorded or live, must cease at 23:00hrs.

Where this condition is breached, the Police may be called for any disturbances.

## **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 one under the age of 18 consumes alcohol or smokes cigarettes, including e-cigarettes
- (iii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted or tolerated either on the premises or in its 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.

Where this condition is breached, the Police may be called for any disturbances.

### **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 provided with a refrigerator and thermometer.

Please note: no tea towels or fabric drying towels or surface cloths are provided. In the interests of Health and Hygiene it is requested that the you use the blue disposable towel provided, or alternatively to bring your own.

### **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. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or we will 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**

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. These must NOT be placed in the bins provided. Please take your rubbish home with you.

### **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 Secretary 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. The temperature of the Village Hall is controlled automatically.

## **20. Animals**

Only assistance dogs are permitted in the building.

## **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/highways.

Any advertising is limited to the public notice board located on the carpark and inside the Village Hall on its noticeboards in the entrance hall.

## **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.

## **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

## **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

By using our WiFi service, you agree to the terms of this clause 26.

When using the WiFi service the Hirer agrees at all times to be bound by the following provisions:

- (a) not to use the WiFi service for any for the following purposes:
  - (i) disseminating any unlawful, harassing ,libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws
  - (ii) 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
  - (iii) interfering with any other persons use or enjoyment of the WiFi service, and
  - (iv) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner
- (b) 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



## **27. Cancellation**

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, return the deposit or require payment of the hire fee?

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 deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

## **28. During the hire**

The management committee reserves the right to undertake a spot check/s during the hire of the hall to ensure the conditions of this agreement are being met.

## **29. End of hire**

The management committee will meet you at the end of the hire to undertake an initial check of the 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. This includes the removal of excess rubbish that does not fit in the bins provided.

Please note: setting up prior to and clearing up after the event must be done within the hire period or as agreed with the Hall Booking Secretary so as not to interfere with the needs of other users and to observe the Public Entertainment Licence Conditions for hours of use.

A £25.00 per hour charge will be levied if the Village Hall is not fully cleaned by the you.

Any deposit paid will be refunded after a satisfactory inspection of the building by the Hall Bookings Secretary.

## **30. 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 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.

Please note: this includes all use of tape, pins and adhesive products on walls, surfaces or woodwork and includes all screens attached to the outer building. Any alteration, fixture or fitting or attachment damage caused to the premises will be subject to a charge for making good.

### **31. Special Conditions**

- You are not permitted to enter the loft space of the Hall.
- The play area is not part of the hire.
- Bouncy castles and trampolines are not permitted inside or outside the Hall. If you intend on using equipment, please ensure this is detailed on the 'booking form'.

You are responsible for ensuring:

- Detailed risk assessments are completed in advance for the activities performed during your hire where you are commercial/business, or where you engage a commercial/business as part of your hire. Evidence maybe requested by the management committee.
- Portable Appliance Testing (PAT) testing can be evidenced, if you use electrical equipment, or engage a commercial/business is in place. Evidence maybe requested by the management committee.
- Personal Insurance (PI insurance) is in place if you are a commercial/business, or you engage a commercial/business as part of the hire. Evidence maybe requested by the management committee.

### **32. No rights**

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

**You agree to the terms of this Hire Agreement as the hirer/you, the person named at 2.3, duly authorised, on behalf of the organisation named above, where applicable.**

**And agreed by us, Aldwinckle Village Hall, the management committee, person named at 2.2, duly authorised on behalf of the Village Hall.**