



Aveton Gifford Village Hall Hire Agreement

Aveton Gifford Village Hall is available for hire at the discretion of the management committee, subject to the following Terms and Conditions of Hire

1. Undertaking of the Hirer

The Hirer undertakes to ensure they have an understanding of the Hall Conditions of Hire and accept that these conditions apply even in the event that no formal Hire Agreement exists.

2. Supervision by the Hirer

The Hirer agrees to be present, or to arrange for sufficiently competent representatives to be present, during the Hiring to ensure compliance with the Hall Conditions and any applicable licenses.

3. Responsibility of the Hirer

The Hirer is responsible during the period of Hire for:

- The number of people using the Hall is limited to 100, as allowed under the Hall's current fire regulations.
- Supervision of premises, fabric and contents, their care and safety from any damage or change of any sort.
- Ensuring that everything is left clean and tidy, with any rubbish removed and taken with you at the end of the Hire.
- Ensuring that at the end of the Hire period all equipment, chairs and tables have been returned to the storage positions tidily, and that the premises are cleared of people, all lights switched off, the building secured, and the door keys returned to the key safe.
- The reasonable behaviour of all persons using the premises, including proper supervision of the car parking arrangement, so as to avoid obstructing the highway, access and car park.
- Ensuring no excessive noise occurs, particularly late at night or early in the morning, with a minimum of noise being made by any person on arrival or departure.
- Ensuring that no animals (including birds), except guide dogs, are brought into the building without the written permission of the Hall on the occasion of a special event or hire agreed to by the Hall.
- Ensuring that no animals whatsoever enter the kitchen at any time. ■ Ensuring that any electrical appliances brought onto the premises and used there shall be certified safe and in good working order and used in a safe manner.
- Ensuring that no LPG appliances or highly flammable substances are brought onto the premises.

4. Uses of premises

The Hirer shall not:

- Sub-Hire or use the premises for any purpose other than that described in the Hiring agreement.



- Use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way.
- Do anything or bring onto the premises anything which may endanger the premises or render invalid any insurance policies in respect thereof.
- Allow the use of drugs on the premises or allow smoking in the building.

5. Authority required by the premises license to supply alcohol or to provide public entertainment

Under no circumstances may alcohol be sold on the premises. The Hall may choose to require that the Hirer shall be responsible for obtaining a temporary event license, but no Hirer may seek such a license without the consent of the Hall.

6. Compliance with The Children Act of 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children.

7. Compliance with other relevant legislation

The Hirer shall ensure that the users:

- Do not contravene the law relating to gaming, betting and lotteries.
- Comply with all conditions and regulations required by any Temporary Event License, particularly in connection with events which include public dancing or music, stage plays, or films, or similar entertainment taking place at the premises.
- A breach of this condition may lead to prosecution by the local authority.

8. Indemnity

The Hirer shall indemnify and keep indemnified each Trustee and member of the Halls Management Committee, the Halls employees, volunteers, agents and invitees against:

- a) The costs of repair of any damage done to any part of the premises, the curtilage, or the contents of the premises.
- b) Against all actions, claims and costs of proceedings arising from any breach of the Hall Conditions.
- c) All claims in respect of damages, including damage for 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.

As directed by the Hall, the Hirer shall make good or pay for all damages (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

9. Insurance

The Hall is insured against any claims arising out of its own negligence, and its public liability cover extends to non-profit-making (i.e., non-commercial) Hirers.



10. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to an authorised representative of the Village Hall as soon as possible. Any failure of equipment, either that belonging to the Hall or brought in by the Hirer, must also be reported as soon as possible.

11. Stored equipment

The Hall accepts no responsibility for any stored equipment or other property brought onto or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each Hiring or storage period. The Hall may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

12. Heating

The radiators are set on a timer for regular hall users. Please do not turn off the heaters or change their settings. If you would like the heating to be on for your booking, please let us know in advance.

13. 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 Hall. Any alteration, fixture, fitting, or attachment, so approved, shall, at the discretion of the Hall, remain in the premises at the end of the hiring and become the property of the Hall or be removed by the Hirer. The Hirer must make good to the satisfaction of the Hall any damage caused to the premises by such removal.

14. Cancellation by the Hirer

A 48-hour notice is required to cancel a booking. If notified with less than the requested 48-hour period, the Hirer will be charged the full booking fee.

15. Cancellation by the Hall

The Hall reserves the right to cancel a Hiring by written notice to the Hirer in the event that the premises are required for us as a Polling Station for a parliamentary or Local Government election, by-election, or referendum, or if the Hall reasonably considers that:

- a) Such Hiring may lead to a breach of other legal or statutory requirements.
- b) Unlawful or unsuitable activities may take place at the premises as a result of the Hiring.
- c) 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 deposit or hire fees already paid, but the Hall shall not be liable for any resulting direct or indirect loss or damages whatsoever.

Signed

Printed name

Date