

# ELLEL VILLAGE HALL TRUST



REGISTERED CHARITY NO: 225547

Ellel Village Hall, Main Road, Galgate, LA2 0LQ

Email: [info@ellelvillagehall.co.uk](mailto:info@ellelvillagehall.co.uk)

Phone: 07977 942494

## **Hiring Agreement**

This agreement is made on \_\_\_\_\_ between the Committee (a) and the Hirer (b) named below, whereby, in consideration of the sum(s) mentioned (c).

The Committee agrees to permit the Hirer to use the premises for the purpose of (d) and for the period(s) as described in the booking confirmation.

(a) The Committee:           Ellel Village Hall Trust Committee

(b) The Hirer:

(c) Hiring Fee:               £

(d) Purpose of Hirer:

The Hirer agrees with the Committee to be present during the hiring and to perform the provisions and stipulations contained or referred to in the Committee'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 overleaf if any.

It is hereby agreed that the Standard Conditions of Hire attached hereto together with the Special Conditions of Hire, both documents attached hereto shall form part of the Terms of the Hiring Agreement unless specifically excluded.

Signed on behalf of Ellel Village Hall Trust Committee:

A handwritten signature in dark ink that reads "Helen Helme". The signature is written in a cursive, slightly slanted style.

Helen Helme, Trustee and Chairperson

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Declaration by The Hirer:

***The Hirer declares that the information given in this agreement and during the booking process is true and correct to the best of their knowledge and acknowledges that any misstatement or misrepresentation will invalidate the agreement.***

***The Hirer declares that the "Standard Conditions of Hire" have been read, fully understood and accepted.***

Signed by the person named at (b) (on behalf of the organisation named at (b) above, where applicable):

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## STANDARD CONDITIONS OF HIRE

**If the Hirer is in any doubt as to the meaning of the following, the committee or Hall Coordinator should immediately be consulted.**

For the purposes of these conditions the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

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### 1. BOOKINGS AND PAYMENT

Individual Bookings:

A deposit of at least 50% the hire charge will be required for individual bookings. A booking will be deemed provisional until the deposit is paid, and this Hire Agreement has been signed then returned. You will be sent an invoice on booking and then payment should be made by bank transfer (i). If the deposit has not been paid within 7 days, the provisional booking will be cancelled.

The balance is payable 6 weeks before the event excluding wedding books of which the balance is payable 12 weeks before the event. Payment should be made by bank transfer (i).

Weekly Recurring Bookings:

Recurring weekly bookings will be invoiced monthly in arrears. Invoices will be sent by email within 1 week of the end of the month and immediate payment will then be due. Payment should be made by bank transfer (i).

(i) Bank Details: Natwest  
Sort code: 01-04-92  
Account no: 35723904  
Account Name: Ellel Village Hall Trust

Please use the Hirer name or invoice number as reference on your payment(s)

### 2. THE BOND

The HIRER may be asked to pay a bond of up to £100. If the HIRER is asked to pay the bond the booking will be deemed provisional until it is paid. Payment should be made by bank transfer 1(i).

Repayment of the bond will be made within 1 week after the event if the hire conditions are adhered to.

The Management reserve the right to deduct costs from the £100 bond for any incidental damage, additional cleaning, call out fees for emergency services and any other related costs. All additional items not quoted but requested at the event will also be charged and deducted from the Bond. We

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reserve the right to charge for any additional repairs / costs howsoever caused, in excess of the value of the bond.

### **3. CANCELLATION**

Deposits are generally non-refundable but if enough notice is given a refund may be considered.

IF THE HIRER wishes to cancel, they will be liable to pay the total hires charge.

THE COMMITTEE reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or by election, in which case the Hirer shall be entitled to a refund of any deposit already paid. The committee shall not be liable to make any further payment to the hirer.

THE COMMITTEE reserves the right to close, cancel a booking or prohibit the use of the facilities without giving any reason. In such cases the Trust's liability shall be limited to refund of the hire charge.

### **4. REFUSAL OF BOOKING**

THE COMMITTEE reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days' notice in writing to the hirer.

THE HIRER shall be entitled upon such notice to reimbursement of such monies, including the deposit or a proportion of the same, as have been paid by the hirer to the Committee, but the Committee shall not be liable to make any further payment to the hirer.

### **5. SUPERVISION**

The HIRER or person in charge of an activity shall not be under 18 years of age (25 years of age where a bar has been requested) and shall be on the premises for the entire period of the hire or duration of the activity. She/he shall not be engaged in any duties which prevent her/him from exercising general supervision.

The HIRER will ensure all persons in charge or on duty shall read the procedure for evacuation of the premises (displayed within the Hall) and shall familiarise themselves with the firefighting equipment provided.

The HIRER will, 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.

The HIRER will, during the period of the hiring be responsible for the behaviour of all persons using the premises whatever their capacity; including proper supervision of car parking arrangements to avoid obstruction of the highway, entrances, access to the Football and Cricket Club premises.

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The HIRER is responsible for ensuring that NO SMOKING is allowed anywhere inside the Village Hall or the Hall Porch area.

The HIRER shall ensure that all attendees are encouraged to respect residents of the area when leaving the building i.e., quietly.

## **6. USE OF PREMISES**

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 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.

When more than one event is taking place at the same time, each hirer must show consideration to the other.

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 properly replaced, otherwise the committee shall be at liberty to make an additional charge.

The HIRER shall ensure any rubbish, that is not able to fit in the bins provided inside, shall be placed in the appropriate bins outside.

The HIRER shall ensure that any chairs used are stacked neatly and safely using the appropriate trolley unless directed otherwise.

The HIRER shall ensure that all doors and windows are closed/locked, and all lights/electrical appliances are switched off before vacating the building unless directed otherwise.

The HIRER shall report any damage to the fabric or contents of the Village Hall to the Hall Coordinator immediately after the letting. The HIRER shall reimburse the Ellel Village Hall Trust Committee for all damage (Including accidental damage) to the premises or to the fixtures, fittings, or contents and for loss of contents.

The HIRER shall ensure that no person shall bring place or erect any furniture, fittings, structures, or place or fix any additional or decorative lighting, or heating appliance, or any decoration shrubs, plants, or similar things or fix any advertisement in or upon any part of the hall without the previous consent of the Ellel Village Hall Committee.

The HIRER shall ensure that none of the following items will be brought into the premises: -  
Illegal drugs, highly flammable substances, heating appliances, fireworks, animals (except guide or hearing dogs).

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The HIRER shall ensure that no alcohol is consumed on the premises other than that provided by the licensee appointed by the Ellel Village Hall Committee. Guests will not be permitted to bring their own supply of alcohol to drink on our premises.

## PreSchool

The HIRER shall ensure that none of the Preschool equipment or Outdoor play area is used. Use of Preschool equipment is strictly prohibited by THE COMMITTEE.

## **7. LICENCES**

THE HIRER shall be responsible for obtaining such licences as may be needed whether for the From the Performing Right Society, from Phonographic Performance Ltd or otherwise and for the observance of the same.

THE HIRER shall be responsible for all actions, costs, expenses, awards of damage etc relating to any claims following the unauthorised play, playing, performance or use of any records, audio tapes, video tapes, compact discs, mini discs, etc or the unauthorised use of any apparatus or equipment which happens during the period of hire of the hall. The Ellel Village Hall Trust Committee holds a PRS licence for the village hall, but the hirer may require a PPL licence – refer to [www.ppluk.com](http://www.ppluk.com)

Ellel Village Hall does NOT have a TV licence. Television programmes cannot be watched or recorded as they are being shown on TV, using any device. The hirer is responsible for any fine resulting from any such activity.

Under the strict terms of the LICENSING ACT 2003:

- For events with a bar or Bar Managers will act as stewards. These stewards will be responsible to the hirer for the behaviour of the guests/attendees; additionally, the stewards shall make regular patrols of the exterior of the building to ensure persons underage are not being allowed to consume alcohol by proxy or to dissuade underage youths from congregating in the vicinity of the venue and causing a nuisance to residents or passers-by.
- Drunk and disorderly behaviour shall not be permitted either on the premises or in the immediate vicinity.
- No person, other than the licensee appointed by the Ellel Village Hall Trust Committee and holding a Personal Licence for the Village Hall or their appointed staff, shall operate a bar, or sell alcohol on these premises. In addition, the Bar Managers have the right to cease sales and close the bar if they consider it a). unsafe to continue providing the service or b). the licensing laws will be broken by continuing to provide the service.
- Alcohol shall not be served under any circumstances to any person suspected of being under 18 YEARS OF AGE (Challenge 25 Policy – anyone who appears to be under the age of 25 will be asked for identification to prove that they are over the age of 18.).
- Any person who is suspected of being under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises.
- No illegal drugs may be brought onto the premises.

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- Persons under the age of 16 years cannot be admitted and remain on the premises when alcohol is being sold unless accompanied by an adult.

## **8. 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.

## **9. PUBLIC/HEALTHY AND SAFETY**

The maximum capacity of Ellel Village Hall is **250** in the main hall and **45** in the small hall. Ellel Village Hall Committee carries out regular risk assessments. The following practices **MUST** be followed to minimise risks:

The HIRER must report any evidence of damage or faults to equipment or to the building's facilities to the Hall Coordinator or to any member of the Ellel Village Hall Committee.

The HIRER must not allow children in the kitchen except under close supervision. Avoid overcrowding in the kitchen and do not allow running.

### Electrical Appliances

THE HIRER shall ensure that any electrical appliances brought to the premises and used there shall be safe, PAT tested and in good working order, and used in a safe manner.

### Accidents and Dangerous Occurrences

A first aid box is available in the kitchen for minor injuries.

THE HIRER must report all accidents involving injury to the public to a member of the Management Committee as soon as possible. Accidents will be recorded on Accident Report form which can be found in the Kitchen at the Hall. Any failure of equipment either that belonging to the hall or brought in by the hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

### **Emergencies:**

For more serious injuries advice may be sought from NHS Direct – 0845 4647.

For emergencies- Dial 999 and give this address:

**Ellel Village Hall, Main Road, Galgate, Lancaster, LA2 0LQ**

It is strongly recommended that all users have their own mobile phones for emergencies. All accidents or incidents must be reported on an Accident Report form located in the kitchen with the first aid equipment. A member of the Ellel Village Hall Committee or staff must be informed as soon as is practical.

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The HIRER must make sure that all emergency exit doors and pathways are clear as soon as the hall is to be used and throughout the hiring.

## Fire

The Fire Brigade shall be called to ALL outbreaks of fire. Please evacuate the building and keep all your people together in one safe location at the muster point in the car park. Please try to account for all persons present (Roll Call), this will greatly assist the Fire Brigade. All such incidents and full details thereof shall be given to the Hall Coordinator or any other member of the Ellel Village Hall Trust Committee as soon as practically possible.

The HIRER should make themselves aware of the following:

- The location and use of fire equipment (a diagram of the location of the equipment is included in these Conditions of Hire and displayed in the foyer area of the hall).
- The locations of all escape routes and the need to keep them clear.
- The method of operation of escape door fastenings.
- That all fire exits are unlocked and in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That there is no obvious fire hazard on the premises.

All groups are expected to co-operate in the fire drills which may be arranged at varying times to familiarise users with evacuation procedures.

## Gas Leaks

Call the National Gas Emergency Service 0800 111 999. Open doors & windows; put out naked flames; don't smoke; don't turn electric switches on or off. Evacuate the building; Contact the Hall Coordinator or a member of the Ellel Village Hall Trust Committee.

## **10. HEALTH AND HYGIENE**

THE HIRER shall, if preparing, serving, selling food, or instructing caterers, observe all relevant food health and hygiene legislation and regulations. Ellel Village Hall Trust Committee take no responsibility for such matters.

## **11. COMPLIANCE WITH THE CHILDRENS ACT**

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. (See VHIS No.5). Children are not allowed in the kitchen unless supervised by a responsible adult.

## **12. 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.



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## 13. INSURANCE AND INDEMNITY

The Hirer should ensure that they hold appropriate insurance cover for the events that they organise. It is strongly recommended that where hirers are directly responsible for supervising children on BOUNCY CASTLES or similar, they should take out appropriate cover. See here for HSE advice on BOUNCY CASTLES: [https://www.hse.gov.uk/entertainment/bouncy-castles-safety-advice.htm#utm\\_source=hse.gov.uk&utm\\_medium=referral&utm\\_campaign=inflatables&utm\\_term=bouncy-castle-alert&utm\\_content=home-page-news](https://www.hse.gov.uk/entertainment/bouncy-castles-safety-advice.htm#utm_source=hse.gov.uk&utm_medium=referral&utm_campaign=inflatables&utm_term=bouncy-castle-alert&utm_content=home-page-news)

- (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 ELLEL VILLAGE HALL TRUST committee and the village hall's employees, volunteers, agents and invitees against such liabilities.
- (b) ELLEL VILLAGE HALL TRUST shall take out adequate insurance to cover 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.
- (c) Where the ELLEL VILLAGE HALL TRUST does not have insurance to cover the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to cover such liability and on demand shall produce the policy and current receipt or other evidence of cover to the village hall committee/staff. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another hirer.

ELLEL VILLAGE HALL TRUST is insured against any claims arising out of its own negligence.

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- (d) ELLEL VILLAGE HALL TRUST cannot be held responsible for any failure in the supply of services. If this is a problem, the hirer is advised to take out their own insurance.

## Stored Equipment/Other items

ELLEL VILLAGE HALL TRUST is not responsible for any items stored or left on the premises by the HIRER or any persons/businesses associated with the event/HIRER.

## Claims Following Death or Injury

The HIRER will be responsible for all costs, expenses, settlements, and awards of damages etc in respect of the death of or injury to any person arising out of or in connection with the use by the Hirer of the hall.

## **14. NO RIGHTS**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

## **15. DANGEROUS AND UNSUITABLE PERFORMANCES**

Performances involving danger to the public or of a sexually explicit nature shall not be given.

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## SPECIAL CONDITIONS OF HIRE

There are no special conditions of hire on this booking.