

Hiring Agreement

DATED

- PARTIES
- (1) **Newton Solney Village Hall** acting by its Management Committee
 - (2) The person or organisation named in clause 1.2

DEFINITIONS:

1.1 "Village Hall" means Newton Solney Village Hall, Repton Road, Newton Solney, DE15 0SG (Registered Charity Number 1000857)

The Village Hall's authorised representative is: **Mrs Joanne Mears,**
Address: Newton Solney Village Hall, Newton Solney
Email address: nsvh@btinternet.com

1.2 "Hirer" means:

Name:

Organisation:

Name of Organisation's Authorised Representative:

Address:

Contact Telephone numbers:

Email address:

AGREEMENT:

IT IS AGREED by the parties that:

In consideration of the Hire Fee described in clause 1.3 below the Village Hall permits the Hirer to use the premises described in clause 1.4 below for the purpose described in clause 1.5 below and the answers to the questions in sub-clauses 1.6 and clause 2 are terms of this agreement.

This Hiring Agreement includes the Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule. By signing this Agreement the Hirer acknowledges that he/she/it has received a copy of the Standard Conditions of Hire and the Special Conditions set out in the attached Schedule.

1.3 Hire Fee

(A) INDIVIDUAL EVENTS

Date of hire: _____ Time: _____

_____ Hours @ £ _____ per hour = £

Commercial Use? Yes/No

(B) REGULAR EVENTS

Date of hire: _____ Time: _____

Number of hirings: _____ @ £ _____ per session / hour

Total for month / quarter: _____ £

Commercial Use? Yes/No

Special Deposit (Refundable if premises left in good condition - see below) £

Deposit (see below) £

BALANCE £

- All cheques should be made payable to Newton Solney Village Hall
- The special 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 its contents nor complaints made to the Village Hall about noise or other disturbance during the period of the Hire as a result of the hiring.
- **If the Hirer wishes to cancel the booking not less than 10 days before the date of the event the deposit (less a cancellation fee of £15) will be returned to the Hirer. The Village Hall reserves the right to forfeit the entire deposit if the booking is cancelled less than 10 days before the date of the event.**

1.3 Premises – Newton Solney Village Hall

Main Hall (delete as appropriate)

Committee Room (delete as appropriate)

Kitchen (delete as appropriate)

1.4 Purpose/description of hiring

1.5 This will be a public/private event (delete as appropriate)

1.6 Is food to be provided at the event? YES/NO (delete as appropriate)

- 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	Indicate activities to take place at your event (must be completed by the hirer)
a. The performance of plays	Yes	
b. The exhibition of films	Yes	
c. Indoor sporting events	Yes	
d. Boxing or wrestling entertainment	No	
e. The performance of live music	Yes	
f. The playing of recorded music	No	
g. The performance of dance	Yes	
h. Entertainments similar to those in a – g	Yes	
i. Making music	Yes	
j. Dancing	Yes	
k. Entertainment similar to those in i – j	Yes	
l. The provision of hot food/drink after 11pm	No	
m. The sale of alcohol	No	

Maximum number of persons permitted: Main Hall: 100
Committee room: 20

Have you indicated at 2 (m) that alcohol will be available at your event? YES/NO (delete as appropriate)

If you answered yes to the above question, you will need to complete and sign Appendix 1, which may be obtained from the Booking Secretary. **IMPORTANT – READ PARAGRAPH 30.** By signing this agreement you acknowledge that you have read and understand the contents of that paragraph.

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

- 2.2 Where a licensable activity will take place, the hirer is advised that there is a copy of the conditions of the Premises Licence in the hall or it can be obtained from the Booking Secretary. The hirer agrees to comply with all obligations therein.
- 2.3 The Village Hall has a licence with the Performing Right Society for the live performance of copyright music but does NOT have a Phonographic Performance Licence for the performance of recorded copyright music. [A strictly private party does not require a licence as it is not an event open to the public]
- 2.4 In order to hold a licensable activity on the premises or on part of the premises not covered by the Village Hall's 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 fund raising by the Village 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 Please indicate here whether you are willing for the Village Hall to share your contact details with other groups and organisations benefiting the residents of the Parish of Newton Solney and its environs: I AGREE/I DO NOT AGREE (delete as appropriate)
- 5 It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence (see clause 2.3) 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.
- 6 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.

SIGN OVERLEAF

As Witness the hands of the parties hereto:

Signed by the person named at 1.1 above, duly authorised, on behalf of the Village Hall's Management Committee

Signature: _____ Date: _____

Print name: _____

Signed by the person named at 1.2 above, [duly authorised, on behalf of the organisation named at 1.2 above] (*delete as necessary*).

Signature: _____ Date: _____

Print name: _____

Standard Conditions of Hire

(N.B. These conditions are based on the model Hiring Agreement drawn up by "Action with Communities in Rural England (ACRE) and approved by the Charity Commission)

These Standard Conditions apply to all hirings of the Village Hall. If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary, Mrs Christine Shean, should immediately be consulted (Tel: **01283 701437**).

1

Age

The Hirer, not being a person under 18 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 Booking 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 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. The Hirer shall not use drawing pins, staples, sellotape, or any sticky substance (including blue or white-tack) on the walls or other surfaces, and should ask the Booking Secretary if notices or decorations are required to be put up. Do not fix decorations near light fittings or heaters. The Hirer must remove their decorations and all associated materials before they leave. **N.B. THE USE OF "PARTY POPPERS", "PARTY CANNONS", STREAMERS, CONFETTI**

4 **OR SIMILAR ITEMS IS NOT PERMITTED** as these can stain the wooden floor.

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.

5.

Licensable activities

If licences are required in respect of any activity in the village hall the Hirer should ensure that they hold the relevant licence or that the Village Hall holds it. [Note: The Village Hall does not hold a PPS licence]

6

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 Village 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 Village Hall's health and safety policy.

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 (diagrams of location are available from the Booking Secretary).

- 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.

(a) In advance of an entertainment or play 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.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises. Naked flames (e.g. T-Lights or candles) NOT allowed.

7. Means of escape

- (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- (b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

8. Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Booking Secretary.

9. 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. There is no fridge on the premises.

10. 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.

11. 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 subclauses (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 (1) any insurance excess incurred and (2) the difference between the amount of the liability and the monies received under the insurance policy.
- (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 Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Secretary to rehire the premises to another hirer.

The Village Hall is insured against any claims arising out of its **own** negligence.

12. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the Booking Secretary **as soon as possible** and complete the relevant section in the Village Hall's accident book. Any failure of equipment belonging to the Village 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 Incident Contact Centre. The Booking Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

- Telephone: 0845 3009923
- Facsimile: 0845 3009924
- Website: www.riddor.gov.uk or via the HSE website: www.hse.gov.uk
- Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

13. Explosives, Fireworks and flammable substances

The Hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises,
- (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,
- (c) **No fireworks** shall be let off in or on any part of the premises or its grounds as it is not covered by the Village Hall's insurance.

14. 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.

15. 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. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. 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. No illegal drugs may be brought onto the premises.

16. 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.

17. Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks and, from 2010, comply with ISA requirements have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Village Hall management committee with a copy of their CRB check and Child Protection Policy on request.

18. 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.

19. 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.

20. Film shows

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 film.

21. Cancellation

If the Hirer wishes to cancel the booking before the date of the event the Hirer agrees that the entire deposit is liable to be forfeited (*see clause 1.3 of the Hire Agreement*)

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.

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.

22. 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 properly replaced, otherwise the village hall shall be at liberty to make an additional charge.

23. 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.

24. 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
- (b) 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.

25. 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 Management Committee. 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.

26. No rights

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

27. Dangerous and unsuitable performances

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

28. 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. In addition to the premises being a no-smoking facility, the use of electronic cigarettes is also prohibited.

29. Provision of Alcohol

A private party where attendees are invited to attend and no profit is made, or, an event or meeting where alcohol is given away and it is made clear that the value of the alcohol is not included in any ticket price or entrance fee, does not require an alcohol licence **BUT if "free" alcohol is provided in the price of a ticket an alcohol licence is required and you will need to apply for a TEN.**

The provision of bottles of alcohol as prizes in raffles and tombola are exempt from the need for a licence **BUT ONLY IF** tickets are only sold at the event at which the draw takes place.

30. Data Protection

The Village Hall uses personal data for the purposes of managing the hall, its bookings and finances, running and marketing events at the hall, staff employment and its fundraising activities. Data may be retained for up to 7 years for accounts purposes and for longer where required by the hall's insurers. If you would like to find out more about how we use your personal data or want to see a copy of information about you that we hold, please contact the hall Secretary.