

ASHURST VILLAGE HALL HIRING AGREEMENT FROM 2015

The Village Hall Committee points out that on signing the agreement, hirers enter into a contract that could be used in evidence should legal action become necessary.

DATED	
PARTIES	1. Ashurst Village Hall Committee
	2. (Hirer)

(1) The Village Hall named in clause 1.2 acting by its management committee ("Village Hall").

(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)	<input style="width: 90%;" type="text"/>	Month	<input style="width: 90%;" type="text"/>
Time required (hours)	<input style="width: 100%;" type="text"/>	From	<input style="width: 100%;" type="text"/>
		Preparation	<input style="width: 100%;" type="text"/>

1.2 Village Hall:

(a)	Registered Charity No	<input style="width: 95%;" type="text" value="301354"/>
(b)	Authorised Representative	<input style="width: 95%;" type="text" value="Les Nicholson"/>
	Address	<input style="width: 95%;" type="text" value="Artisan Bakehouse
1-3 Horsebridge Cottages
Ashurst, West Sussex BN44 3AL"/>
	Telephone Number	<input style="width: 95%;" type="text" value="01903 810410
lesnicholson58@yahoo.co.uk"/>

1.3 Hirer:

(a)	Name	<input style="width: 95%;" type="text"/>
(b)	Organisation	<input style="width: 95%;" type="text"/>
(c)	Name of Organisation's Authorised Representative	<input style="width: 95%;" type="text"/>
	Address	<input style="width: 95%;" type="text"/>
	Telephone Numbers & email	<input style="width: 95%;" type="text"/>

1.4 Hire Fee	£
Deposit	£100 minimum or as below

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	£

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	£
---------	---

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

Commercial Use? Yes/No

Condition for use with commercial hirers:

"Village Halls are held on strict trusts 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 hall	
Main hall only	
Committee Room only	
Optional cleaning service	Main Hall £45 Yes/No Committee Room £20 Yes/No

1.6 Purpose/description of hiring:

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	✓	09.00 – 23.00	
b. The exhibition of films	✓	09.00 – 23.00	
c. Indoor sporting events	✓	09.00 – 23.00	
d. Boxing or wrestling entertainment			

e. The performance of live music	✓	09.00 – 23.00	
f. The playing of recorded music	✓	09.00 – 23.00	
g. The performance of dance	✓	09.00 – 23.00	
h. Entertainments similar to those in a – g	✓	09.00 – 23.00	
i. Making music	✓	09.00 – 23.00	
j. Dancing	✓	09.00 – 23.00	
k. Entertainment similar to those in i – j	✓	09.00 – 23.00	
l. The provision of hot food/drink after 11pm			
m. The sale of alcohol	✓	12.00 – 22.30	

- 2.1 Where a licensable activity will take place, the hirer hereby acknowledges receipt of a copy of the conditions of the Premises Licence and/or operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agrees to comply with all obligations therein.
- 2.2 Have you indicated at 2(m) that alcohol will be available at your event Yes/No

If you answer yes to the above question, you will need to seek written permission from the management committee.

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

Main hall	150 standing 100 seated
Committee room	30

- 2.4 The hall does *not* have a licence:

With the Performing Right Society for the performance of copyright music or a PPL.
--

- 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.

As Witness the hands of the parties hereto:

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

--

Conditions of hire

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 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.

(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 secretary 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.

6. Music Copyright licensing

The hirer shall ensure that he/she holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) where appropriate.

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 film.

8. The Protection of Children and Vulnerable Adults from Harm

The Hirer shall ensure that any activities for children and vulnerable adults comply with the latest government legislation and only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks should have access to these groups. The Village Hall management committee will require a DBS check to be carried out and to hold a copy of the hirer's relevant policies.

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. (Kitchen)

(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 (if not operated by an automatic mains failure switching device).

10. 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.

11. 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.

12. 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 is provided with a refrigerator and thermometer.

13. 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.

14. Stored equipment

The Management Committee regrets that it is unable to offer any facilities for the storage of equipment within the hall.

15. 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.

16. 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, stored in the kitchen. 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

17. 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
- (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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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.

23. 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 (eg tables and chairs) temporarily removed from their usual positions properly replaced, otherwise the village hall shall be at liberty to make an additional charge. Please see Clause 1.5 of Hiring Agreement re cleaning options.

24. 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.

25. No rights

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