

page 1.

HIRE AGREEMENT (2011)
CROYDE VILLAGE HALL

Application for Hire of Croyde Village Hall

Please read all the terms and conditions of hire.

Print pages 1 & 2, Sign & date page 1 & post to
Bookings Sec. Keep page 2 summary for your records.

Today's
Date

- (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:

1.1 Dates(s) required:

Day(s) Month

Time required (Hours)

1.3 Hirer:

(a) Name

(b) Organisation

(c) Name of Organisation's
Authorised Representative

Address

Contact Telephone Numbers

1.4 Hire Fee

Deposit

The Hirer shall pay a deposit. The balance of the booking fee is payable on or before the conclusion of the event for which the premises are hired.

1.5 Premises

Main Hall | Meeting Room | Village Green | Front exterior |

1.6 Purpose/description of hiring (please see item 2. Terms and Conditions for licence)

Commercial Use? Yes/No

This will be a public/private event?

1.7a Is food to be provided at the event?

1.7b Is a bar required (see T&C's 2.) ?

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.

Signed	Dated
--------	-------

I the above confirm that I have read the terms and conditions of hire.

END.

CROYDE VILLAGE HALL

Summary of conditions:

Please print this summary page and bring it with you, it contains useful information and contact details.

It is the responsibility of the hirer(s) to ensure they comply with all legal requirements/commitments, licensing, health, safety, fire and hygiene regulations concerning their particular event.

Please contact caretaker to arrange door opening. Please respect our neighbours when leaving.
 No advertising of Bar Service unless agreed. Music events (**with bar**) to be over 18's only.
 All timing of events must be agreed in advance. ALL activities to stop at midnight (as per licence).
 An extra cleaning charge may be made if felt necessary.
 No nails, pins or adhesive tape to be put into or on woodwork, paintwork or walls at any time.

ACCIDENTS, please write all accidents in the accident book and contact Richard Windsor to inform him of the accident.

On exiting (end of session check list):

Tables to be put away in storage cupboard.	Chairs to be put away in storage cupboard.
Main hall floor to be swept before leaving.	Toilets and all windows to be checked.
Heating Boiler to be switched off.	All lights to be turned off.
All emergency exit doors to be checked.	Front door to be locked upon departure.
Bag up all rubbish at the end of your session.	All kitchen appliances to be switch off.

Emergency contact number: Richard Windsor (01271) 890 101

Caretaker – Keyholder: Amy Freeman (07817) 497 037

Summary of Fire action notice

In the event of fire immediately leave the building by the nearest exit, meet at the designated fire assembly point, which is on the VILLAGE GREEN (opposite the front of the Village Hall).

Call **999** and report the fire, location:~ **Croyde Village Hall, 1 Jones's hill, Croyde, North Devon, EX33 1LX**. Please also call Richard Windsor on 01271 890101.

Nearest Public telephone is on the main road, in front of the public toilets.

**DO NOT ATTEMPT TO TACKLE THE FIRE
DO NOT TAKE PERSONAL RISKS**

Croyde Village Hall, 1 Jones's hill, Croyde. EX33 1LX

First-Aid box: – located under kitchen serving hatch (please inform Richard Windsor if used).
 Emergency: **WATER** stopcock – under kitchen sink.
 Emergency: **ELECTRIC** switch off – door to stage left (high on wall).
 Emergency: **OIL** switch off (heating & hot water) – Oil container (outside front of hall).
 Emergency: **GAS** switch off – there is no GAS.

Terms and Conditions of Hire (2011)

CROYDE VILLAGE HALL

Please make all cheques payable to:~ Croyde Village Hall and post direct to: David Tebbutt (Treasurer), Croyde Weavers, 5 St Mary's road, Croyde, North Devon, EX33 1PE

1.2 Village Hall

(a) Registered Charity No	300840
(b) Authorised Representative	Mr Richard Windsor
Address	c/o Breakers, Down End, CROYDE, North Devon. EX33 1QE
Telephone Number	01271 890 101

2. The Village Hall has a NDDC Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated. Please check that your event is licensable.

Activity	The hall is licensed for:	Times for which the activity is licensed. (Sun – Thurs)	Times for which the activity is licensed. (Friday & Saturday)
a. The performance of plays	yes	till 11pm	till midnight
b. The exhibition of films	yes	till 11pm	till midnight
c. Indoor sporting events	yes	till 11pm	till midnight
d. Boxing or wrestling entertainment	no	no	no
e. The performance of live music	yes	till 11pm	till midnight
f. The playing of recorded music	yes	till 11pm	till midnight
g. The performance of dance	yes	till 11pm	till midnight
h. Entertainments similar to those in a – g	yes	till 11pm	till midnight
i. Making music	yes	till 11pm	till midnight
j. Dancing	yes	till 11pm	till midnight
k. Entertainment similar to those in i – j	yes	till 11pm	till midnight
l. The provision of hot food/drink after 11pm	yes	till 11pm	till midnight
m. The sale of alcohol (SEE NOTE 2.1)	yes	till 11pm	till midnight

2.1 If you have you indicated at 2 (m) that alcohol will be available at your event you will need to seek written permission and authorisation from the management committee in order for a bar to be provided.

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

Main hall	150 standing	100 seated at tables 120 seated (without tables)
Committee room	40 standing	20 seated at tables 40 seated (without tables)

2.3 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.

- 2.4 The hall *does not* have a licence with the Performing Right Society for the performance of copyright music.
- 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 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 (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.
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

These standard conditions apply to all hiring of the village hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Booking Clerk should immediately be consulted.

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 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.

4. 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

The Hirer shall ensure that the Village Hall holds a Performing Society Right Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the village hall the Hirer should ensure that they hold the relevant licence or the village hall holds it.

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, 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.

(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.

(b) 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.

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 secretary of the management committee.

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. The premises *are/are not* **(delete as appropriate)** provided with a refrigerator and thermometer.

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 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.

12. Accidents and dangerous occurrences

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. 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 Hall 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 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.

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 of 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. Further detail can be found in **Village Hall Information Sheet 34, Sale of goods.**

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 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.

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 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 hall or, if 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 there under. Any person who breaches this provision shall be asked to leave the premises.

29. Live Music Events

Live music events with an alcoholic BAR to be over 18's only.

30. Regular User Groups

I/We accept that for regular "user group" bookings the named person(s) above (1.3) are considered by the Village Hall management committee to be head/chairperson of that user group and solely responsible. Regular user groups will need to reapply annually.

31. Access to restricted areas

The hirer agrees not to enter or try to enter any areas of the village hall that they are not allowed. i.e. cupboards, store rooms, bar area, under-stage areas, loft areas etc. Access to these areas is strictly by written permission only.

32. Loft Access

Loft areas i.e. above meeting room/large storage room, above Theatre dressing/changing room, above kitchen/bar area is strictly prohibited without written permission.

33. The Work at Height Regulations 2005 act (as amended)

No hirer or member of the public should work at height unless express written permission is given. The management committee see no reason why anyone should have to work at height and therefore forbid any hirer or member of the public to do so.

34. Ladders / stepladders / towers etc

The management committee own various devices for general maintenance requirements; these devices are solely for the use of authorised village hall persons only. Authorised persons must check the condition of the devices before and after every use – if any damage is noticed the committee must be informed immediately and the device(s) must be removed and made unusable.

34. is the last.

Key / Caretaker arrangements:

Opening and closing the village hall

The village hall keys will be available from:

Caretaker – Key holder: Amy Freeman (07817) 497 037

The village hall will be opened for your hiring by the caretaker (please ensure you contact them prior to your booking to confirm attendance). Please ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Please telephone **(01271) 890 101** in case of difficulty or emergency.

Guests are expected to vacate the premises immediately at the end of a licensed period. After midnight (unless the event is New Year's Eve) only those helping to clear up the village hall should be on the premises. Failure to comply with this will result in forfeiture of your deposit.

Safety

The village hall has a No Smoking Policy.

In the event of a fire, the village hall should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999 (**there is a public pay phone outside the hall on the main road**) and please also contact Richard Windsor 01271 890101 to inform him of the incident.

The exact location of the nearest telephone, fire exits and fire extinguishers must be noted before the village hall is occupied and the manner of opening Fire Doors should be made known to your guests.

Please use the trolleys provided for moving chairs and tables in order to avoid injury. Please stack chairs and tables in the storeroom in the manner shown on the notice.

The village hall's health and safety file is kept in **THE KITCHEN**

A first aid box is located in **THE KITCHEN**

please write all accidents in the accident book and contact Richard Windsor (01271 890101) to inform him of the accident.

Power circuits/heating

The heating controls are located (main hall – inside main doors). Please let the booking secretary know if you need the Village Hall to be particularly warm or cold. Do not adjust individual radiators/heaters as this will result in the village hall being too cold or hot for subsequent users.

Hall telephone

The village hall has no telephone and the nearest one is located on the main road by the public toilets and car showroom so you are advised to bring a fully charge mobile telephone for use in case of emergency.

Car parking

The road leading to the village hall is a public road and this must not be obstructed.

Any vehicles may park in the large NDDC run pay and display carpark to the rear of the Village Hall. Cars are not allowed on the grassed area / Village green.

Consideration for others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents.

Please do not use drawing pins or sellotape on the walls or other surfaces, use blu-tack if you need to put up notices or decorations. Do not fix decorations near light fittings or heaters.

Please leave the village hall clean and tidy and leave waste in the bins outside or take it home. In particular we ask you to ensure table tops are wiped clean before being stacked in the cupboard.

Faults/ damage/ comments

Please report any faults or damage to the booking secretary as soon as possible so that they can be rectified quickly. The management committee welcome comments or observations that you may have about your hire of the village hall.

Location and use of fire equipment for hirers:

1 x dry powder extinguisher	location - Kitchen
1 x fire blanket	location - Kitchen
1 x water extinguisher	location - Main hall by kitchen door
1 x CO2 extinguisher	location - Stage left
1 x water extinguisher	location - Stage right

On exiting (end of session check list):

Tables to be collapsed, chairs stacked and put away in storage cupboard and main hall floor to be swept before leaving.

Toilets and windows to be checked.

Boiler to be switched off.

All emergency exit doors to be checked.
departure.

All lights to be turned off.

Front door to be locked upon

Emergency contact number: Richard Windsor (01271) 890 101

Croyde Village Hall management committee (April 2011)

Fire action notice

In the event of fire immediately leave the building by the nearest exit, meet at the designated fire assembly point, which is on the VILLAGE GREEN (opposite the front of the Village Hall).

Call **999** and report the fire, location:~ **Croyde Village Hall, 1 Jones's hill, Croyde, North Devon, EX33 1LX.** Please also call Richard Windsor on 01271 890101.

Nearest Public telephone is on the main road, in front of the public toilets.

DO NOT ATTEMPT TO TACKLE THE FIRE

DO NOT TAKE PERSONAL RISKS

All portable electrical equipment is the responsibility of the owner/user group that brings in the appliance; all electrical equipment should be in good condition, safe & fit for purpose. It is recommended that RCD (Residual Current Device) protection is used. A quick visual check of the plug & power cable is recommended before using any electrical equipment (in doubt don't use it).

Contractors and hirers must take adequate fire precautions, familiarise themselves with the locations and types of fire fighting equipment and locations of exits before commencing activities.

All hall users must make sure all escape routes are checked, clear and fully functional before any activities commence. Less able persons should familiarise themselves to which emergency exits are suitable for their specific requirements.

Croyde Village Hall, 1 Jones's hill, Croyde EX33 1LX

First-Aid box: – located under kitchen serving hatch (please inform Richard Windsor if used).

Emergency: **WATER** stopcock – under kitchen sink.

Emergency: **ELECTRIC** switch off – door to stage left (high on wall).

Emergency: **OIL** (heating & hot water) – Oil container (outside front of hall).

Emergency: **GAS** stopcock – There is NO gas.