



# Salt Village Hall Hiring Agreement

<b>Contents</b>	<b>Page</b>
<b>Hiring Agreement</b>	<b>2</b>
<b>Standard Conditions of Hire</b>	<b>7</b>
1. Supervision	7
2. Use of Premises	7
3. Gaming Betting and Lotteries	7
4. Licenses	7
5. Public Safety Compliance	7
6. Means of Escape	8
7. Outbreak of Fire	8
8. Health and Hygiene	8
9. Electrical Appliance Safety	8
10. Indemnity	8
11. Accidents and Dangerous Occurrences	8
12. Explosives and Flammable Substances	9
13. Heating	9
14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs	9
15. Animals	9
16. Compliance with the Children Act 1989	9
17. Fly Posting	9
18. Sale of Goods	9
19. Cancellation	10
20. End of Hire	10
21. Noise	10
22. Stored Equipment	10
23. No Alterations	10
24. No Rights	11
25. No Smoking Regulations	11
Appendix 1 – Special Conditions	12
Appendix 2 – Application for consent for Temporary Event Notice	13
Appendix 3 – Additional Information	14

# Salt Village Hall – Hiring Agreement

## Hiring Agreement

DATED:

PARTIES: 

(1) Salt Village Hall Management Committee
(2) The person or organisation named in clause 1.4 ("Hirer").

**AGREED** as follows:

1. In consideration of the hire fee described in clause 1.5, the Village Hall agrees to permit the Hirer to use the premises described in clause 1.6 for the purpose described in clause 1.7 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 1.8 are terms of this agreement. This Hire Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire set out in the attached Schedule.

**1.1 Hire Period:** (The hall is available for hire from 08.00 to 23.30 hours seven days per week)

**(a) Weekend Rate? (18.30 Fri. to 12.00 Sunday) YES/NO** (If Yes enter dates below)

Dates: From  To

**(b) Hourly Rate? (enter date(s) and times below)**

Date:	<input type="text"/>	Time: From/To	<input type="text"/>
Date:	<input type="text"/>	Time: From/To	<input type="text"/>

**1.2**

**Equipment Hire** (The following resources are available for hire at the rates quoted on our website [www.saltvillagehall.btck.co.uk](http://www.saltvillagehall.btck.co.uk), follow the Hire Charges link)

**Hire Projector and Screen? YES / NO**

**Sound System? YES / NO**

**Stage Lighting? YES / NO**

**1.3 Salt Village Hall**

(a) Registered Charity No:	522718/1	
(b) Authorised Representatives:	Mrs Chris Crookes	Mrs Jane Mitchell
Address:	Little Mead Salt Stafford ST180BW	Highthorns Salt Stafford ST180BW
Telephone Number:	01889 508364	01889 508284

# Salt Village Hall – Hiring Agreement

## 1.4 Hirer:

(a) Name:

(b) Organisation:

(c) Name of Organisation's  
Authorised Representative:

Address:

Contact Telephone Numbers:

**1.5 Hire Fee:**

Deposit:

The Hirer shall pay as deposit at least one third of the cost of the booking. The balance of fees being payable on or before the conclusion of the event for which the premises are hired (the deposit having been paid on the signing hereof).

Balance:

Special Deposit:

The Special Deposit will be refunded at the end of the hire period 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.

Commercial Use? YES / NO

## 1.6 Premises

## 1.7 Purpose/description of hiring

This will be a public / private event?

**1.8 Is food (other than biscuits/cakes) to be provided at this event** YES / NO. The sale of hot food/drinks after 11pm. is not permitted.

## Salt Village Hall – Hiring Agreement

2. **Will any of the activities listed below take place at your event?** YES / NO IF yes please indicate which activities will take place:

Activity	Times activity is permitted	Indicate activity to take place at your event
a. The performance of plays	09.00 – 23.00	
b. The exhibition of films (see Note *)	09.00 – 23.00	
c. Indoor sporting events	09.00 – 23.00	
d. Boxing or wrestling	09.00 – 23.00	
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. Making music	09.00 – 23.00	
i. Dancing	09.00 – 23.00	
j. The sale of hot food/drink	09.00 – 23.00	
k. The sale of alcohol	See 2.1 – 2.5	

**\*Note**

Screening of Films

The organiser is responsible for ensuring that:

- each screening abides by age classification ratings for the film.
- the film is not provided with a view to profit (a charge to cover the cost of the film screening is permitted.)

- 2.1 Have you indicated at 2 (k) that alcohol will be available for sale at your event?

If you answer yes to the above question, you will need to seek written permission from the management committee in order for a bar to be provided by or arranged with the Village Hall's Designated Premises Supervisor or for a Temporary Event Notice (TEN) to be given for the event.

- 2.2 The management committee will require you to complete a separate form detailing your requirements (see 2.5 below).
- 2.3 Where a licensable event is to be held for which the premises, or that part of the premises, are not licensed the hirer shall be responsible for obtaining such authorisation as may be needed.
- 2.4 The hall *has* a licence with the Performing Rights Society for the performance of copyright music
- 2.5 **In order to hold a licensable activity in Salt Village Hall 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 in Appendix 2 of this document 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 that 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** 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 the Special Conditions of Hire listed in Appendix 1 of this document, shall form part of the terms of

## Salt Village Hall – Hiring Agreement

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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.**

Signed by the person named at 1.3(b) above, duly authorised, on behalf of the Village Hall's Management Committee:

Signed by the person named at 1.4(a) above or at 1.4(c) above, duly authorised, on behalf of the organisation named at 1.4(b) above, where applicable:

## 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. 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 or Booking Clerk, 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.

### 2. 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.

### 3. 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.

### 4. Licences

The Hirer shall ensure that the Village Hall holds a Performing Society Rights 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.

### 5. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority 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.

(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.

### 6. 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).

### 7. 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.

### 8. 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 provided with a refrigerator and thermometer.

### 9. 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.

### 10. Indemnity

- (a) 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) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs 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 (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- (b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the 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.

### 11. 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 local authority. 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).



### **12. 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.

### **13. 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.

### **14. 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.

### **15. 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.

### **16. 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 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 committee with a copy of their Child Protection Policy on request.

### **17. 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.

### **18. 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.

### 19. 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.

### 20. 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.

### 21. 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.

### 22. 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, in its discretion in any of the following circumstances, namely-

- (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose 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.

### 23. 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 Committee remain in the premises at the end of the hiring. It will become the property of

## Salt Village Hall – Hiring Agreement

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the Village Hall unless removed by the hirer. The hirer must make good any damage caused to the premises by such removal.

### **24. No Rights**

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

### **25. No Smoking Regulations**

The Hirer shall, and shall insure 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.

## Appendix 1

### Special Conditions

**These Special Conditions of Hire include provisions required to comply with the Licensing Act 2003.**

These conditions apply to all events at which regulated entertainment (see **Note \*** below) or the sale of alcohol takes place.

#### 1. Hours of Opening

8.30am. to 11.30pm.

The premises shall not be used for regulated activities except between the hours of 09.00am and 11.00pm unless special permission has been issued by Stafford Borough Council and by the management committee .

#### 2. Capacity and Supervision

(a) There shall, in addition to the Hirer, be a minimum of 2 competent attendants on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be not less than 3. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the Fire Brigade and evacuation procedure.

(b) **The number of people on the premises shall not exceed 100 in the Main Hall and 20 in the Meeting Room (120 in total).**

The number of attendants on duty must be as specified in the Village Hall's Premises Licence and not less than:

- two adult attendants for up to 100 persons
- three adult attendants for 100-120 persons

Additional attendants are required if the audience is mostly under 16, or if there are many disabled people present.

#### 3. 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 of the Premises Licence relating to management and supervision of the premises are met.

#### 4. Dangerous and unsuitable Performances

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

#### **Note \***

##### **Regulated Entertainment**

Under the Licensing Act 2003 regulated entertainment refers to:

- a performance of a play
- an exhibition of a film
- an indoor sporting event
- a boxing or wrestling event
- a performance of music
- any playing of recorded music
- a performance of dance

**Appendix 2**

**Application for consent for a Temporary Event Notice to be given for an event at Salt Village Hall**

Salt Village Hall is not licensed for the sale of alcohol.

I hereby apply to Salt Village Hall Management Committee for consent to give to the Licensing Authority a Temporary Event Notice to hold the following licensable activities at the hall on the following date(s), during the following hours and in the following location(s):

Date(s): .....

Time: .....

Description of event: .....

Licensable Activities: .....

.....

Location:     Main Hall  
                  Committee Room  
                  Kitchen

I hereby undertake to comply with the provisions of the Licensing Act 2003 (and any regulations thereunder) as they relate to a Premises User holding a Temporary Event Notice (TEN) and to indemnify the management committee for any obligations thereunder. I undertake, in particular, to notify the Police Authority within the required time and not to allow the sale of alcohol to those aged under 18 or to those who are drunk or disorderly.

Signed by the person named at 1.3 (a) or 1.3 (c) of the Hiring Agreement (duly authorised on behalf of the organisation named at 1.3 (b), where applicable):

Name (in capitals): .....

Signature: .....

---

I hereby authorise the person named above to give a Temporary Event Notice to the Licensing Authority for the area for the event described above on the date(s), at the time(s) and in the location(s) specified above.

Signed by the person named at 1.2 (b) of the Hiring Agreement, duly authorised, on behalf of the Village Hall's Management Committee:

Name: (in capitals): .....

Signature: .....

### Appendix 3

## Additional Information

### Opening and Closing the Village Hall

The village hall keys will be available from Mrs Chris Crookes, Little Mead (next door to the hall) and, after locking up, must be returned there immediately.

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 01889 508364 or 01889 508284 in case of difficulty.**

Guests are expected to vacate the premises within fifteen minutes of 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.

### Fire Safety

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.

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. (A plan showing the location of the fire exits and fire extinguishers is shown on page 14).

### Telephone

The village hall has no telephone and the nearest one is located approximately 200 yards down the village on the left hand side so you are advised to bring a fully charge mobile telephone for use in case of emergency.

### Heating

The Main Hall and the Meeting Room can be heated separately. The heating in the Main Hall is controlled from a Heating Control Unit located on the wall opposite the Emergency Exit doors and a second Heating Control Unit located in the Meeting Room next to the door into the Boiler Room controls the heating in the Meeting Room. You can adjust the temperature settings to suite your requirements using the temperature control buttons (+ & -) on the front of Heating Control Unit.

Do not attempt to control the room temperature by turning the radiators off.

**Before you leave the hall please ensure that the heating controls are set to AUTO by pressing the AUTO button on the Heating Control Units.**

### Car Parking

The narrow lane leading from the village hall car park provides access to farmer's fields and a private house and must not be obstructed.

### 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.

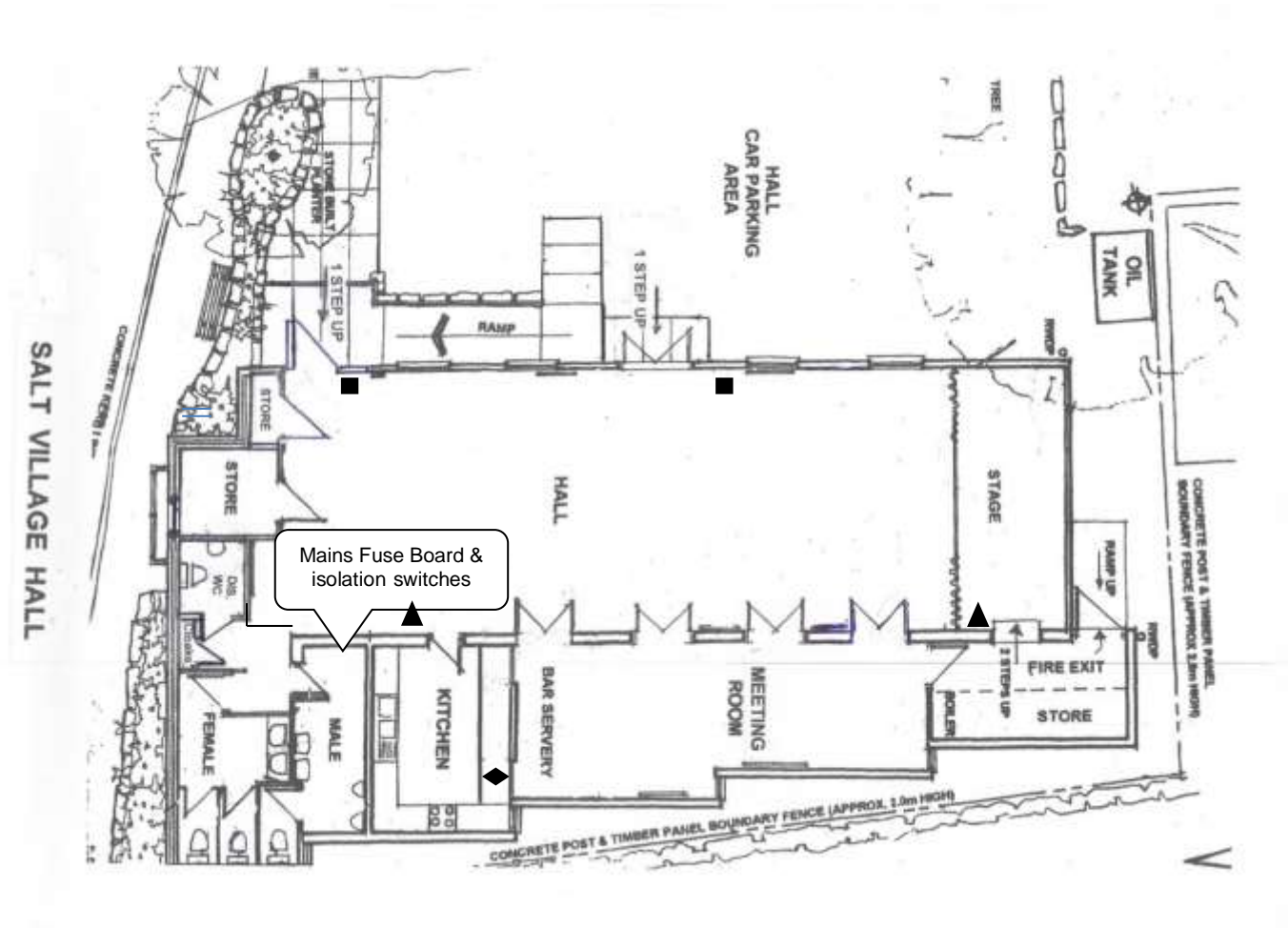
Please do not use drawing pins or sellotape on the walls or other surfaces, use blu-tack if you need to put up notices or decorations. Do not fix decorations near light fittings or heaters.

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 tabletops are wiped clean before being stacked on the trolleys provided.

## 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 welcomes comments or any observations that you may have about your hire of the village hall.

## Location of Fire Exits, Fire Extinguishers & Mains Fuse Board



## Location of Fire Extinguishers

- Foam
- ▲ Carbon Dioxide
- ◆ Fire Blanket