

**Moreton Village Hall & Recreation Field (Charity No 301155) Hire Agreement (Includes paras 1 to 22)**

1. Dates(s) required..... Times required.....

Premises Required: Main Hall  Stage Room  Kitchen  Crockery

**For Wedding bookings, please contact Booking Secretary for rates**

There is a one-off additional charge of £15 if using the kitchen for more than preparing drinks and LIGHT refreshments) See chart for crockery details

Total Hours required.....Hire Fee.....(See hire charge table to calculate)

**A holding deposit (held against cost of hire) and/or a damage deposit (refundable after the date of hire if no damages) may be required (see item 18) Full hire charge must be paid in advance of the hire date.**

2. Hirer - Name.....

The hirer shall be aged 18 years or over.

Organisation (if appropriate)...

Address.....

E.mail address.....

Contact Telephone Number.....

3. Purpose/description of hiring.....

4. The Hirer or authorised representative agrees to be present during the hiring and to comply fully with this Hire Agreement.

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.

The Village Hall management committee may reasonably refuse a hiring if they consider 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 the hiring

**Signed on behalf of the Village Hall's Management Committee**

..... Name of Authorised Representative ...Sheila Tones.

Contact Telephone Number...07392 966558.....

**Signed by the hirer**, (authorised, on behalf of the organisation where applicable):

***I have read and agree to the Notices below and to the Standard Conditions of Hire paras 1 to 22***

..... Date.....

**IMPORTANT NOTICES**

**Main Hall Floor** – This wooden floor is NOT designed to dispel liquids – it is therefore essential that any spillages are mopped up immediately. Mop, bucket and cloths are provided in the kitchen. Hirers will be held responsible for any water/liquid damage to the floor, and for costs to repair such damage

**Acoustic Screen** – This screen may only be opened/closed by a member of the village hall committee. If you are hiring both the hall and stage room, please let us know if you require the screen open or closed.

**Smoking** – It is illegal to smoke in the Village Hall, which is a public Building

**Damages and Damage Deposit (paras 10 and 18)** – The hirer will be responsible for the costs to repair any damages caused during the hire period. A damage deposit may be required for some bookings (e.g if a bar is provided) - fully refundable after the hire date if there are no damages to the hall.

**Standard Conditions of Hire – Moreton Village Hall**

### **1. Supervision/Damage**

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 or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking to avoid obstruction of the highway. **The Hirer shall make good or pay for any damage to the premises, fixtures, fittings or contents and for any loss of contents. See also para 10**

### **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.

### **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 Village Hall has a Premises Licence authorising the regulated activities listed below, from 9am to 11.30pm (Indoors and Outdoors)

- a) The performance of plays
- b) The exhibitions of films
- c) Indoor sporting events
- d) The performance of live music
- e) The playing of recorded music
- f) The performance of dance
- g) Entertainment of a similar description to that falling within d) e) or f)

**The hall does not have a licence for:**

- the sale of alcohol
- for the provision of hot food/drink after 11pm

### **5. Public Safety Compliance**

The Hirer shall comply with all conditions & regulations in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with events which constitutes regulated entertainment, at which alcohol is sold/provided or which is attended by children.

### **6. Means of Escape**

The Hirer shall make themselves familiar with the location of all exits from the premises. These must be kept free from obstruction and immediately available for instant free public exit.

### **7. Outbreaks of Fire**

The Hirer shall make themselves familiar with the location of fire alarms and fire extinguishers. 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. A refrigerator is provided.

### **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.

### **10. Indemnity**

The Hirer shall indemnify and keep indemnified the Village Hall management committee, volunteers, agents and invitees against **(a) the cost of repair of any damage done to any part of the premises including the curtilage or the contents (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 hire.** The Village Hall is insured against any claims arising out of its own negligence.

**11. Accidents and Dangerous Occurrences** - The Hirer must record all accidents involving injury to the public in the Village Hall Accident/Incident book. Any failure of Village Hall equipment should be recorded and/or reported to the Booking Secretary

**12. Explosives and Flammable Substances** The hirer shall ensure that:

(a) **NO FIREWORKS** are set off inside the hall/stage room or in the field or in the vicinity of the premises.

(b) Highly flammable substances are not brought into, or used in the premises

(c) 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

(d) **NO SMOKING IN THE HALL**

**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 LPG heating appliances shall not be used.

**14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

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 except guide dogs are brought into the premises, except where previously agreed by the Management Committee. No animals whatsoever are to enter the kitchen at any time.

**16. Compliance with The Children Act 1989**

The Hirer shall ensure that activities for children comply with the provisions of The Children Act of 1989 and provide the Village Hall committee with a copy of their Child Protection Policy on request. Only persons who have passed the appropriate Criminal Records Bureau checks have access to the children.

**17. Cancellation**

If the Hirer wishes to cancel before the date of the event and the Village Hall is unable to conclude a replacement booking, repayment of the fee or a cancellation charge shall be at the discretion of the Village Hall.

The Village Hall may cancel this hiring by written notice in certain circumstances.

In such cases the Hirer shall be entitled to a refund of any monies already paid, but the Village Hall shall not be liable for any resulting direct/indirect loss or damages

**18. End of Hire** All activities must cease at 11.30pm & premises vacated by midnight

The Hirer shall be responsible for:-

- Leaving the premises and surrounding area in a clean and tidy condition – **this particularly applies to floors, kitchen and toilets.**
- Securing all doors and windows
- Replacing any contents temporarily removed from their usual positions
- **CLEARING AND TAKING AWAY ALL RUBBISH**

An additional charge may be incurred if hirer fails to comply with this condition. **A refundable 'Damage Deposit' may be required for some bookings (e.g. when bar to be provided)**

**19. 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

**20. Stored Equipment** - The Village Hall accepts no responsibility for stored equipment or other property brought on to or left at the premises. All liability for loss or damage is hereby excluded. All equipment & other property must be removed at the end of hiring.

**21. No Alterations**

No alterations or additions may be made to the premises. No fixtures may 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. The hirer must make good to the satisfaction of the hall committee any damage caused to the premises by such attachments or their removal.

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