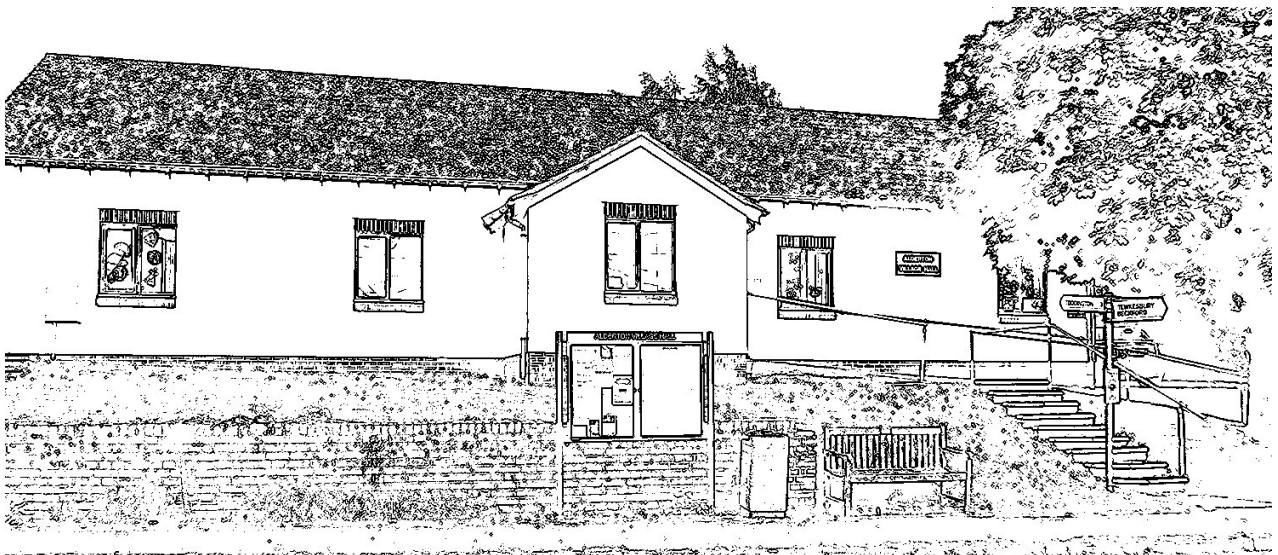

Alderton Village Hall Contract of Hire

Hiring Agreement and Standard Conditions of Hire



REVISION RECORD

Revision Number	Date
1	November 2023



Definitions

For the purposes of this agreement and the conditions of hire, the term “Hirer” shall mean an individual hirer or, where the “Hirer” is an organisation, an individual who represents that organisation. “Premises” means those parts of the Village Hall stated on the Booking form being those subject to this hire agreement. “Booking” means the contract between the hirer and Alderton Village Hall as detailed on the terms of this agreement (“the Booking Form” of which these conditions form part). “Period” means the time or times reserved under these conditions and “the Function” means that described and authorised by the Booking. If the Hirer is in any doubt as to the meaning of any of the following, the Booking Secretary should be immediately consulted.

1 Hiring agreement

In consideration of the Hire Fee detailed on the online Booking Form Alderton Village Hall agrees to permit the Hirer to use the Premises for the Function and for the Period(s) described in the booking form. All details inserted in the booking form are part of this Agreement. This Hiring Agreement includes these Standard Conditions.

2 Permitted Number

The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers as laid out in the table below: Room Capacity Whole premises 120

3 Age

The Hirer confirms that he or she is not a person under 18 years of age and hereby accepts responsibility for being in charge of and present on the Premises at all times when the public are present and for ensuring that all terms and conditions of this Agreement are complied with. Where the Hirer is an organisation, then the Hirer agrees to nominate a person to be responsible as required under this clause and to inform the Village Hall Bookings Secretary who such person is prior to the event.

4 Supervision

The Hirer shall, during the Period, be responsible for:

- Supervision and care of the Premises including the fabric and the contents
- Keeping safe the same from damage however slight; 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.



5 Security Deposit and Damage

Alderton Village Hall reserve the right to request a refundable security deposit of up to £500 for certain functions and or groups, in addition to any standard deposit taken under clause 2 above. Such a deposit will be held against any matter arising under clause 14 below. As directed by Alderton Village Hall Committee at their discretion, 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.

6 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 except as detailed in Clause 14. The Hirer must either collect the key from the identified person on the day of hire or collect it from the key safe on site with the code provided and is responsible for returning it on the same day to the identified person or to the key safe unless alternative arrangements have been agreed in writing with the Bookings Secretary. If using the key safe, the Hirer must “scramble” the key code after replacing the key.

7 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.

8 Licensable activities

The Hirer shall ensure that any licences (e.g. including but not limited to alcohol, performing rights etc) required for the Hirer’s event shall be obtained prior to the start of the class or function and that the Village Hall Bookings Secretary is provided with a copy of such licence. This includes any music or film licences required by law.

9 Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, any Licensing Authority, the Hall’s Fire Risk Assessment (a copy of which the Hirer confirms has been made available to the Hirer and which the Hirer confirms to have read) 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 acknowledges that they are aware of the following matters:

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.

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- 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.
 - The Hirer agrees to familiarise themselves with the Hall emergency procedures and to advise all users in their party at the start of the event of the fire and emergency escape routes and action to be taken in the event of a fire/emergency.
 - 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.
 - The Hirer agrees not to permit, and where necessary remove, unsupervised under 16's and not to allow any under-fives in the kitchen area.
 - The Emergency Services and Village Hall Committee have the right to enter the Village Hall without hindrance at all times.

Means of escape

The Hirer agrees: To keep all means of exit from the Premises free from obstruction and immediately available for instant free public exit. That they will keep the emergency lighting supply illuminating all exit signs and routes turned on during the whole of the time the Premises are occupied for the Function

Outbreaks of fire

The Hirer agrees to call the Fire Brigade to any outbreak of fire, however slight, and to evacuate the building immediately and not to re-enter until permission is given by the Fire Officer in charge. Details of any fire or emergency call shall be given to Village Hall Bookings Secretary.

Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations and where necessary provide properly qualified personnel to prepare/serve food. Dairy products, vegetables and meat on the Premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the Premises whether in use or not shall be safe, in good working order, and if used shall be in a safe manner in accordance with the Electricity at Work Regulations 1989. This includes ensuring any legally required Portable Appliance Testing is undertaken.

10 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 uncured by the Village Hall 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 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 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) 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 but the Hirer shall indemnify and keep indemnified each member of the Village Hall Committee and the Village Hall's employees, volunteers, agents or 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 Bookings Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Bookings Secretary to rehire the premises to another hirer.

IMPORTANT

The Hirer must have Public Liability Insurance in place if a Bouncy Castle will be used at an event, especially if they are supervising the use of the castle and not the bouncy castle supplier. Alderton Village Hall **DOES NOT** provide insurance for the use of bouncy castles and cannot accept any responsibility in the event of an accident.

The Hirer must declare at the time of booking that they intend to have a bouncy castle. This declaration will imply a commitment to ensure that

1. The bouncy castle will be supervised at all times by a responsible adult over 18 years of age.
2. Public liability insurance will be supplied by either the supplier or the Hirer. IMPORTANT – often a supplier's PL insurance may only cover their own liabilities so will only apply to the supplier themselves if they are present to supervise the use of the castle. It is then the Hirer's responsibility to ensure they have adequate Public Liability Insurance cover as the Hirer.

It is the responsible of the Hirer to check that the supplier has Public Liability Insurance cover and the level provided if the castle is not being supervised by the supplier. The Hirer must confirm **BEFORE THE BOOKING IS MADE** that insurance is in place and must be prepared to provide a copy of the insurance

schedule to the Bookings Secretary. If appropriate evidence of insurance cover is not provided before the event takes place, the Village Hall Committee reserves the right to cancel the booking.

Supervision and Safety

The Hirer should ensure that the supplier fully complies with Health and Safety Executive guidance on “Bouncy Castles and other play inflatables: safety advice”

<https://www.hse.gov.uk/entertainment/fairgrounds/inflatables.htm>)

11 Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the Bookings Secretary as soon as reasonably possible but within 48 hours with full details of accident e.g. who was injured, age, where the accident/ injury occurred, date and time of accident and outcome (e.g. did the injured party receive medical treatment on site or was taken to hospital) . Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible.

12 Explosives and flammable substances

The Hirer shall ensure that: Highly flammable substances are not brought into, or used in any part of the Premises and that No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Village Hall Management Committee. No decorations are to be put up near light fittings or heaters.

13 Drunk and disorderly behaviour and Supply of illegal drugs

The Hirer shall agree to take all reasonable steps to ensure that there is no excessive consumption of alcohol. The Hirer will take all reasonable steps to prevent (and if necessary deal with) any drunk and disorderly behaviour whether on the premises or in its immediate vicinity. Alcohol will not be served to any person suspected of being drunk or 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. The Hirer will take all reasonable steps to ensure that illegal drugs are not brought onto the Premises, nor consumed in the vicinity.

14 Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into The Premises, unless agreed to by the Village Hall Committee. No animals whatsoever are to enter the kitchen at any time.

15 Fly posting

The Hirer shall not carry out or permit fly posting or any other type of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Village

Hall's 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.

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. Checks may also apply where children over eight and vulnerable adults are taking part in activities. Where appropriate and required by law the Hirer shall provide the Village Hall Committee with a copy of their DBS check and Child Protection Policy on request.

17 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.

18 Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers agree to have any necessary copyright licences for film or other media.

19 Internet

The Hirer shall take reasonable steps to ensure that anyone using either the Village Hall WiFi or their own Cellular Data do not view any inappropriate websites and children should be suitably supervised.

20 Watching, recording or downloading TV programmes on any channel including

BBC and iplayer. It is not permitted at any time during the hire period for anyone in the hirer's party to use any device plugged into the mains to watch or record live TV programmes on any channel or download or watch BBC programmes on iPlayer. If the Village Hall suffers any financial penalties in this event, any costs/penalties incurred by the Village Hall will be reimbursed by hirer.

21 Cancellation

Should the Hirer wish to cancel their booking, two weeks notice must be given in writing (letter, email, SMS or WhatsApp messages are acceptable). There will be no penalty for doing so and a full refund, less any transaction charges levied by the payment system supplier, will be issued.

In the event of a cancellation being requested within two weeks of the booking, but more than 48 hours out, then the Hirer shall be entitled to a 50% refund of the cost of their booking.

Any cancellations within 48 hours of the booking shall not be entitled to a refund and the Hirer will forfeit the entire cost of their booking.

The Hirer may appeal these conditions to the Alderton Village Hall Committee in the event of extenuating circumstances, and the Committee may use its discretion to refund the Hirer or retain the whole, or part of, the booking fee.

Alderton Village Hall retains the right to cancel any booking 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 Committee reasonably considering that such hiring would:
 - 1. lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
 - 2. lead to unlawful or unsuitable activities taking place at the premises as a result of the function.
- (c) the premises becoming unfit for the use intended by the Hirer
- (d) an emergency occurring that requires the use of the premises as a shelter for the victims of flooding, snow-storm, 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 Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22 Events Outside of the Committee's Control (Force Majeure)

The Committee will not be liable for any failure or delay in performing its obligations where that failure or delay results from any cause that is beyond the Committee's reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic, pandemic or other natural disaster, or any other event that is beyond the Committee's reasonable control.

If any event described under this condition occurs that is likely to adversely affect the Committee's performance of any of its obligations under these Terms and Conditions:

- (a). The Committee will inform the Hirer as soon as is reasonably possible;
- (b). The Committee will inform the Hirer when the event outside of its control is over and provide details of any new dates, times or availability as necessary;
- (c) If the event outside of the Committee's control continues for more than two weeks the Committee will cancel the booking and inform the Hirer of the cancellation in writing;
- (d) If the booking is cancelled under this condition before the hire of the Premises begins, any and all sums the Hirer has paid to the Committee will be refunded in full. Other provisions in these Terms and Conditions regarding cancellation charges and the retention of sums paid shall not apply.

23 Noise

The Hirer shall take reasonable steps to 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. Unless advised otherwise all music/loud noise will need to cease at 12 midnight. This is a residential area and therefore we expect you to respect your surroundings.

24 Stored equipment

Alderton Village Hall Committee shall not be liable 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 a reasonable fee may be charged at the discretion of the Booking Secretary for each day or part of a day at the Hire Fee per hiring until the same is removed. The Booking Secretary may use their discretion to dispose of any such items (by sale or otherwise on such terms and conditions as they think fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same) 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.

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 Bookings Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Booking Secretary remain in the Premises at the end of the hiring and become the property of Alderton Village Hall. The hirer agrees to make good to the satisfaction of The Village Hall Committee any damage done by any fixture or its removal.

26 No rights

This 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 permitted.

28 Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the Prohibition of Smoking in Public Places Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises.

Enquiries and Complaints

Any enquiries or complaints should initially be made to the Bookings Secretary, however if any complaints remain unresolved they should be brought to the attention of the Chair of the Village Hall Committee in writing.

I have read, understood and agree to the above rules, regulations and requests.

Signed:

.....

Name:

.....

Date:

.....

Event name and date of event:

.....

Name of responsible person who will be in charge of and present at event:

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Alderton Village Hall Privacy Policy Notice

Alderton Village Hall uses personal data for the purposes of managing the hall, its booking and finances, marketing and running 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 Bookings Secretary.



Alderton
village hall