

Hiring Agreement

DATED

PARTIES:

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

(2) The person or organisation named in clause 1.3 ("Hirer").

AGREED as follows:

1. In consideration of the hire fee described in clause 1.4, the Village Hall agrees to permit the Hirer to use the premises described in clause 1.5 for the purpose described in clause 1.6 for the period(s) described in clause 1.1. The details inserted in sub-clauses 1.1 to 1.6 below and the answers to the questions in sub-clauses 1.7 and clause 2 are terms of this agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

1.1 Date(s) required: (For Regular Bookings, please complete the list at the end of this form with ALL dates)

Day(s)

--

Month

--

Hire period required
(hours)

--

Starting From

: am/pm

--

Preparation Time required (Note: preparation time in excess of 10 minutes should be added into the chargeable hire period above)

Hrs Mins

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1.2 Newbald Village Hall:

(a) Registered Charity No

1176756

(b) Authorised Representative

Mr Sam Hoggard

Address

12 South Newbald Road, Newbald

Telephone Number

01430 827310 / 07531 342238

1.3 Hirer:

(a) Name

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(b) Organisation

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(c) Name of Authorised Representative/Contact (if different)

--

Address

--

Telephone No. & email

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1.4 Hire Fee (Refer to Hire Rates at end of this document)

£

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Deposit

£

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The balance of the booking fee being payable on or before the conclusion of the event for which the premises are hired (the deposit having been paid when the agreement is signed).

Balance

£

--

Special deposit

£

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This deposit will be refunded within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the Village Hall about noise or other disturbance during the period of the hiring as a result of the hiring.

Balance £

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

Commercial Use? Yes/No

“Village Halls are held on strict trusts with the Charity Commission for the purposes of a Village Hall. The management committee is bound to ensure that the Village Hall is administered in accordance with those trusts. Accordingly, the village hall reserves the right to terminate this Agreement by not less than 7 days notice in writing to the Hirer in the event of the hall being required on the same date/time for the fulfilment of its charitable purposes.

In the event of such termination by the Village Hall, the Village Hall shall refund to the Hirer all monies paid by the Hirer to the village hall. The Village Hall shall not however be liable to make any further payment to the Hirer in respect of expenses, costs or losses incurred directly or indirectly by the Hirer in relation to the termination”.

1.5 Premises

Whole of hall	
If part of hall please specify	N/A
Storage of equipment	N/A

1.6 Purpose/description of hiring: _____

Will tickets be sold for your event? Yes/No

The Hall Capacity is 120. This includes performers/organisers/volunteers. Neither the management committee nor any of its representatives has any discretion to vary this number.

What is the maximum number of persons that will be present on the premises at any time during the hire period (this includes performers/organisers/volunteers)?

1.7 Is food to be provided at the event? Yes/No

2. The Village Hall at this time does not have a Premises Licence. If your booking includes sale of alcohol, provision of “regulated entertainment” or late night hot food, it is the hirer’s responsibility to ensure that the event is appropriately licensed by means of a Temporary Event Notice. Since TENs for a venue are limited to 15 per year, please check with our bookings manager that in applying for a TEN, you would not exceed this limit or adversely affect future bookings or events.

2.1 If you are applying for a TEN, please put a X in this box

Please confirm which licensable activities will take place at your event:

Activity	Indicate activities to take place at your event
a. The performance of plays	
b. The exhibition of films	
c. Indoor sporting events	
d. Boxing or wrestling entertainment	
e. The performance of live music	
f. The playing of recorded music	
g. The performance of dance	
h. Entertainments similar to those in a – g	
i. Making music	

j. Dancing	
k. Entertainment similar to those in i – j	
l. The provision of hot food/drink after 11pm	
m. The sale of alcohol	

Where a licensable activity will take place, the hirer hereby acknowledges it is their responsibility to apply for the appropriate licence and produce a copy of this to the Hall bookings manager in advance of the booking and agrees to comply with all obligations imposed by such licence or Temporary Event Notice.

The Hall is in the East Riding of Yorkshire for licensing purposes. Further information on applying for a Temporary Event Notice can be obtained from the local authority website: www.eastriding.gov.uk

2.2 Have you indicated at 2(m) that alcohol will be available at your event? Yes/No

If you answer yes to the above question, you will need to seek written permission from the management committee by completing the appropriate forms. Please also refer to 2.5 below.

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

Main hall	120

2.4 The hall has a licence:

With the Performing Right Society for the performance of copyright music.	Yes
from Phonographic Performance Licence (PPL)	Yes

2.5 In order to hold a licensable activity on the premises or on part of the premises not covered by the hall's Premises Licence or where a Village Hall does not have a Premises Licence, a Temporary Event Notice (TEN) will need to be given to the licensing authority.

The Hirer shall obtain the written consent of the management committee on the form provided for this purpose before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the hall management committee and local voluntary organisations.

3. The Hirer agrees with the Village Hall to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.
4. It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence (2.1) or that the Village Hall management committee deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Village Hall and the Hirer.
5. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

As Witness the hands of the parties hereto:

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

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

Standard conditions of hire

These standard conditions apply to all hiring Newbold Village Hall. If the Hirer is in any doubt as to the meaning of the following, contact the Booking Secretary immediately.

1. **Age**
The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.
2. **Supervision**
The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Hall Secretary, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.
3. **Use of premises**
The Hirer shall not use the premises (including the car park if any) for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.
Please note the restriction on use of bouncy castles and similar inflatable equipment in 4.(d) below

4. **Insurance and indemnity**
 - (a) The Hirer shall be liable for:
 - (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
 - (ii) all claims, losses, damages and costs made against or incurred by the village hall management committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
 - (iii) all claims, losses, damages and costs made against or incurred by the village hall management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and

subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the village hall management committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a) (i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The village hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the village hall management committee and the village hall's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) **Where the village hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the village hall management committee or their representative.** 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.

(d) **The Village Hall's insurance specifically prohibits the use of bouncy castles and similar inflatable equipment on the premises. This is a condition of hire and neither the management committee or any of its representative has the authority to alter this, even in cases where evidence of alternate insurance cover is offered by the hirer.**

The village hall is insured against any claims arising out of its own negligence.

5. **Gaming, betting and lotteries**
The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
6. **Music Copyright licensing**

It is the responsibility of the hirer to ensure that the Village Hall holds appropriate and relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence covering the extent of their own activities.
7. **Film**
Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.
8. **Childcare Act 2006**
The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and barring Service checks should 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 DBS check and Child Protection Policy on request. These requirements shall be taken to require evidence of the hirer's compliance with any additional legislation concerning the protection and safeguarding of children or vulnerable groups.
9. **Public safety compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated

entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the hall's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to a member of the management committee.

- (a) It is the responsibility of the hirer to ensure they familiarise themselves with the following safety considerations and convey the same to all persons using the Hall during the hire period:
- 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.
 - Escape routes and the need to keep them clear.
 - Method of operation of escape door fastenings.
 - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
 - Location of the first aid box.

A plan showing the location of fire extinguishers, fire exits and assembly points is displayed in the lobby of the Hall and hirers should ensure they have studied this.

- (b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:
- That all fire exits are unlocked and panic bolts in good working order.
 - That all escape routes are free of obstruction and can be safely used for instant free public exit.
 - That any fire doors are not wedged open.
 - That exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.
 - That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

(c) The number of persons in the Hall at any time during the hire period should not exceed the number stated at para.1.6 on the booking form and in no circumstances must it exceed the Hall's overall capacity, displayed in the entrance.

10. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

11. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that no alcohol is sold or supplied to any person under the age of 18. The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

12. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator. The hirer should provide their own thermometer where required to ensure compliance.

13. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety. The hirer should ensure they are familiar with the procedure for isolating the power to the premises in an emergency: instructions are displayed near to the circuit board in the kitchen.

14. 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.

15. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

16. Accidents and dangerous occurrences

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as** possible. The Hirer must report all accidents involving injury to the public to a member of the village hall management committee **as soon as** possible and complete the relevant section in the village hall's accident book. Certain types of accident or injury must be reported

on a special form to the Incident Contact Centre. The Village Hall Secretary will give assistance in completing this form and can provide contact details

17. Explosives and flammable substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

18. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the express consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

19. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Village Hall. No animals whatsoever are to enter the kitchen at any time.

20. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the village hall's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

21. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

22. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Village Hall. The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- (b) the Village Hall management committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- (c) the premises becoming unfit for the use intended by the Hirer.
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

23. Regular Bookings

Hirers booking the Hall for a recurring event, e.g. a weekly class, should note that the whole cost of the booking is payable for each date that the booking applies. No refund or credit will be made for any part of the booking that is not used for any reason, unless

- i. such cancellation is made by the Village Hall, e.g. in circumstances such as para. 22 above or
- ii. Adequate notice has been given by the hirer (minimum 1 week) **and** a replacement booking is obtained.

24. Payment for Regular Bookings

All regular users must pay for their use of the Hall no later than the 14th day of the month following their use. Every effort will be made to ensure an invoice is produced within 7 days of the month end but this cannot be guaranteed and no extension to the due date will be given where the invoice is delayed due to holidays or other circumstances. In the event of late payment, the Village Hall Committee or its authorised representative reserve the right to cancel further bookings until payment is brought up to date.

25. End of hire

The Hirer shall be responsible for leaving all parts of the premises and surrounding area in a clean and tidy condition. **Specifically:**

- **Toilets and kitchen should be left clean and floor of Hall and corridor should be swept or mopped as appropriate.**
- All tables, chairs and staging must be stacked according with the instructions displayed and trolleys must be left tidy with brakes applied.
- The premises shall be 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.

26. No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Village Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Village Hall any damage caused to the premises by such removal.

27. No rights

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

