

Little Paxton Village Hall Management Committee

Hiring Agreement for Casual Users

Reg. Charity No. 270549

Standard conditions of hire

*If the Hirer is any doubt as to the meaning of the following conditions,
please consult the Secretary /Booking Administrator*

Definitions:

- i. The term hirer shall mean an individual hirer, or in the case of an organisation their authorised representative.
- ii. 'Committee' shall mean the Village Hall Management Committee.
- iii. 'Reasonable Adults' shall mean a person 18 years of age or over who is supervising the activity as described in the hire agreement.
- iv. The term 'regular user' means any group or individual who hires the hall for the same function on a week to week; month to month; or for an annual event that recurs on or about the same date each year.
- v. The term 'casual user' means an individual who hires the village hall on a single occasion or occasionally, whether as an individual or on behalf of a group, and not defined as a 'regular user'.
- vi. 'Booking Administrator' shall mean the booking administrator or their appointed deputy.
- vii. 'Children' shall mean children aged 12 years and younger.
- viii. 'Teenage' shall mean children aged 13 years to 17 years.

1. Hire

- a) Application for the hire of the hall shall be made to the Booking Administrator.
- b) The right to refuse any application received for the hire of the hall, without assigning any reason, is reserved to the Booking Administrator or to the Chair of the Committee acting on their behalf, provided that
 - I. The refusal must not contravene the village hall's objectives or breach equal opportunities principles and
 - II. The Booking Administrator or the Chair to the Committee will report their action to the next meeting of the Committee.
- c) The hall shall not be hired to persons who are under 18 years of age at the time of making the booking.

The administration of bookings will meet current Data Protection Laws.

2. Fees

Current hire rates are displayed at the village hall or can be obtained by contacting the booking administrator.

Setting up time shall be included in the time booked. This shall allow for the booking administrator to maximize income on behalf of the village hall charity.

Fees must be paid in full one month before the date of the hire.

3. Cancellation by the Hirer

Hirers should write to the village hall management committee if they wish to request the return of deposits and fees.

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4. Cancellation by the Committee

- (a) The Committee reserves the right to cancel a hiring in the event of the Hall being required to be used as a Polling Station for a Parliamentary or Local Government election. In this case the Hirer shall be entitled to a refund of any hire fee already paid and the Committee shall not be liable to the Hirer for any loss.
- (b) The village hall management committee reasonably consider that such hiring will lead
 - (i) 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) An emergency requiring use of premises as a shelter for the victim of flooding, snowstorm, fire, explosion or those at risk of similar disasters.

5. Hiring

A hire agreement is not in force until the hire fee is accepted. The Committee may at its sole discretion accept an alternative booking where a hire fee is not paid within one month of the date of the hire.

6. Refusal of Booking

The Committee reserves the right to refuse a hiring without notice or to cancel this hire agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the Hirer. The Hirer shall be entitled upon such notice to reimbursement of such fees as have been paid by the Hirer to the Committee. The Committee shall not be liable to make any further payment to the Hirer.

7. Conditions of Hire

Each hirer will be given a copy of the 'Standard Conditions of Hire', that are in line with the Hiring Policy and Procedures, with the hiring agreement. A copy of this policy and procedures can be obtained from the booking administrator.

8. Supervision

The hirer, who must be an adult aged 18 years or over, must be present during the hire period.

The hirer will also be responsible for:

- The supervision of the premises, the care of the fabric and contents, their safety from damage, however slight, change of any sort.
- The behaviour of all persons using the premises whatever their capacity, proper supervision of car parking arrangements so as to avoid obstruction to the highway.

For children's functions there must be a supervision ratio of **1 adult to 10 children**. One of the adults must be capable of dealing with any emergency situation and familiarise themselves with the exits available for use in the case of fire. **(See definition vii)**

For teenage functions there must be a supervision ratio of **1 adult to 15 children**. One of the adults must be capable of dealing with any emergency situation and familiarise themselves with the exits available for use in the case of fire. **(See definition viii)**

To supervise adult functions there must be **3 responsible adults** (aged 18 years and over). One of the adults must be capable of dealing with any emergency situation and familiarise themselves with the exits available for use in the case of fire.

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9. Use of the 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 other unlawful or in any unlawful way
- do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof
- allow the consumption of alcohol thereon without written permission of the Committee.

The hirer shall be responsible for ensuring that:

- no more than 150 persons occupy the main hall at one time
- no more than 150 persons in a closely seated audience in the main hall at one time
- no more than 150 persons seated at tables in the main hall at one time
- no more than 30 persons occupy the Meeting Room at one time
- both in the Main Hall and Meeting Room any chairs and tables are arranged so as to allow free and ready access to exits.

Keys to the building must not be passed to a person who is not a signatory to the hiring agreement without first gaining the written agreement of the Village Hall Management Committee. This permission needs to be sought each time the keys are handed over.

10. Intoxicating Liquors and Soft Drinks

The hall holds a Premises Licence that includes the regulation of the sale and consumption of alcohol at the hall.

No intoxicating liquors or soft drinks are permitted to be brought, sold or consumed on any part of the premises without express permission in writing of the Committee. The Committee's express permission must also be sought in writing prior to seeking any occasional licence or permission for the sale of intoxicating liquors.

The bar equipment within the designated bar area is the property of the Designated Bar Supervisor and is not available for use by the hirers of the hall themselves.

All intentions on the part of the hirer to consume or sell alcohol or soft drinks on the premises must be notified to the Booking Administrator at the time of the completion of the hiring agreement. If the hirer wishes to book the bar they should also make their intention clear at the time of confirming their booking. The booking administrator will explain what the hirer must do to comply with the above rules.

11. Regulated Entertainment

The hall is licensed for entertainment as detailed under the Premises Licence at the times specified in that Licence. The Licence shall be displayed in the Village Hall Management Committee's noticeboard at the hall.

The hall holds a Joint Music Licence that is administered by the Performing Rights Society for Music.

The hall is NOT licenced to stream and play any live TV services including (but not limited to) services such as the BBC iPlayer, ITV Hub, All4, My5 etc.

12. Recording Copyright

The organisers of an event where a licence fee is payable for the public performance of recorded music (e.g. records, CDs etc.) shall be responsible for obtaining the necessary licence from the Performing Rights Society.

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13. Betting, Gaming and Lotteries

Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries and the person or organisation to who the hall is let shall be responsible for seeing that the requirements of the relevant legislation are strictly observed.

Nothing shall be done that will endanger the safety of people in the hall or render invalid the policies of insurance relating to the hall or contents and in particular:

14. Health and Safety Regulations

The Hirer must conduct their own health and safety assessment in accordance with the Management of Health and Safety at Work Regulations 1999. All conditions attaching to the hall's Premises Licence and Hiring Agreement must be strictly observed.

- a) Obstructions must not be placed in gangways or exits.
- b) Fire appliances must be inspected annually and must be kept in their proper places and used for no other purpose.

15. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Licensing Authority, the Local Authority, the hall's Risk Assessment, **or** otherwise particularly in connection with any event that 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) Safety Familiarisation: the Hirer, Responsible Adults and any other person on duty shall familiarise themselves with the following:
 - the function of fire doors and exits
 - the action to be taken in event of fire
 - the location and use of fire equipment
 - methods of calling the fire brigade
 - procedures for evacuating the hall giving special attention to the needs of disabled users
 - the method of operation of escape door fastenings.
 - (b) Safety Checks: in advance of the use of the hall, the Hirer shall check that:
 - fire exits are unlocked and panic bolts in good working order
 - all escape routes are free from obstruction and can be safely used
 - fire doors are not wedged open
 - there are no obvious fire hazards on the premises
 - that exit signs are illuminated.
 - (c) Means of escape: all means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
 - (d) Fire doors: must be shut in the event of a fire.
- The Assembly Point in case of fire is on the Multi-Use Games Area on the playing field.**
- (e) Outbreaks of Fire: the Fire Brigade must be called to any outbreak of fire, however slight, and details thereof shall be given to the Booking Administrator of the Committee.
 - (f) Dangerous and unsuitable performances **or** of a sexually explicit nature shall not be given.

16. Electrical Appliance Safety

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The Hirer shall ensure that any electrical appliances brought into the premises and used there, shall be safe and in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual current circuit breaker is provided, the Hirer must make use of it in the interests of public safety.

- (a) Explosives and Flammable Substances: highly flammable substances shall not be brought into, or used in any portion of the premises. 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.
- (b) Heating: no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

17. Accidents and Dangerous Occurrence

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 (kept in each kitchen next to the first aid box). 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 Booking Administrator will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). All incidents should reported online, but a telephone service for reporting **fatal** and **major** injuries **only**. 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

18. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

The whole complex is a NO SMOKING AREA.

The hirer shall ensure that they and their invitees comply with the prohibition or 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.

19. Insurance and Indemnity

The hirer shall be liable for:

- (a) the cost of repair of any damages (including accidental and malicious 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 made against or incurred by the village hall management committee, their 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, by the hirer, **and**
- (c) all claims, losses, damages and costs made against or incurred by the village hall management committee, their volunteers, agents or invitees as a result of any nuisance caused to a third 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 agents and invitees against such liabilities.

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The village hall shall take out adequate insurance to insure the liabilities described above in sub clause (a) and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub clause (b) and (c) 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 volunteers, agents and invitees against (i) any insurance excess incurred and (ii) the difference between the amount of the liability and the monies received under the insurance policy.

Where the village hall does not insure the liabilities described in sub clauses (b) and (c) 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 a representative of the village hall management committee. Failure to produce such policy and evidence of cover will render the hiring void and enable the management committee to rehire the premises to another hirer.

20. Animals

The Hirer shall ensure that no animals (including birds, insects and reptiles) except assistance dogs are brought into the premises, other than for a special event agreed to by the village hall management committee. No animals whatsoever are to enter the kitchen at any time.

21. 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 years of age 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.

11(a) 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 they have the appropriate copyright licences for film.

22. 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.

23. 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 organisers name and address and that any discounts offered are based only on Manufacturers RRP.

Bookings for one day auctions or trade sales will not be accepted.

24. Unfit for use

In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired, the Hirer will be entitled to a full refund of any booking fee paid but the Committee shall not be liable to the hirer for any resulting loss or damage whatsoever.

25. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition in accordance with the Village Hall end of hire check list. The Committee may make an

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additional charge where the Hirer fails to comply with this condition.

26. Noise and Nuisance

The Hirer shall ensure the orderly arrival and departure of the public from the premises, making sure that they do not create any disturbance in the neighbourhood of the hall.

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.

I confirm that I have read the Conditions of Hire and agree to adhere to them.

Hirer. 1.3(a)

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:

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