

COLN VALLEY VILLAGE HALL - HIRE AGREEMENT

Please complete all fields and please ensure you have read and understood the Conditions of Hire enclosed.

HIRERS DETAILS			
FULL NAME			
ORGANISATION (if applicable)			
EMAIL			
CONTACT NUMBER			
ADDRESS			
EVENT DETAILS			
DATE OF EVENT			
NATURE/TYPE OF EVENT/BOOKING			
TIMES (incl. set up and cleaning)	START (incl set up)		END (incl. cleaning)
NO. OF PEOPLE			
NO. OF EXPECTED CARS			
HALL EQUIPMENT REQUIRED (from Hall or by external hirer)			
PAYMENT I. Please see the Hall's website for applicable rates. II. The Hirer shall pay a 50% deposit to secure the booking. III. Bookings must be paid for IN FULL at least 21 days in advance and are not confirmed until full payment is received. Bookings made within 21 days of the event must be paid for in full at the time of making the booking IV. The Damages/Cleaning Deposit will be refunded within 28 days of the Hire provided that no damage or loss has been caused to the premises and/or contents, nor complaints made to the Hall about noise or other disturbance during the event as a result of the Hire. In such instances, the deposit shall be used as per Item 13 and 14 of the T&C's. V. Bank details: The Coln Valley Village Hall. Sort code: 20-84-61 Account 23939359			
DEPOSIT (if 21 days outside of event)			
BALANCE OR FULL FEE			
DAMAGES/CLEANING DEPOSIT (50% of total cost)			
TOTAL COST			

DECLARATION:

As the Hirer, I have read, fully understood and will comply with all the Standard Conditions of Hire set out in the following pages. I will be present during the event and will be responsible for ensuring that the Coln Valley Village Hall is vacated at the stipulated end time and left in good condition.

Name **Signed** **Date**

Committee Member **Signed** **Date**

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These standard conditions apply to all hiring of the Hall. If the Hirer is in any doubt as to the meaning of the following, the member of the Management Committee should immediately be consulted.

1. General

- a) The Hirer, who must be over 21 years of age, hereby accepts responsibility for being in charge of the event 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.
- b) The Hirer shall not sub-hire the premises or allow the premises to be used for any purpose other than that stated on the Hire Agreement, and particularly shall not contravene the law relating to gaming, betting and lotteries. They will not bring on to the premises anything that may damage or endanger the premises or render invalid any relevant insurance.
- c) The Hirer shall, during the period of the hiring, be responsible for:
 - Supervision of the premises, the fabric and their contents, their care, safety from damage however slight or change of any sort
 - Proper supervision of Fire, Health and Safety Regulations as stipulated in section 4 onwards
 - The behaviour of all persons using the premises incl. excess noise and anti-social behaviour
 - Proper supervision of car parking and traffic arrangements so as to avoid obstruction of the village and surrounding areas. No overnight parking is permitted.
 - Ensuring that the number of people attending the event is within the confirmed numbers on the Hire Agreement
 - Ensuring that all attendees comply with the prohibition of smoking anywhere in the Hall and public places under the provision of the Health Act 2006. Any person who breaches this provision shall be asked to leave the premises.
 - Completing the Exit Checklist on the last page to ensure the Hall is returned in perfect working order
- d) The Management Committee reserves the right to reclaim from the Hirer any costs incurred in connection with damage or misuse etc. in excess of the deposit. 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. Alcohol

Where alcohol is to be served or sold, the Hirer shall act as the responsible person and ensure that the mandatory conditions applying to the serving or sale of alcohol are implemented. In summary these are:

- a) There shall be no irresponsible promotion of alcohol including games which require or encourage the consumption of alcohol.
- b) That free potable water is provided from the kitchen.
- c) That alcohol is not served to people under the age of 18.
- d) That people attending are aware of the measures applied to any drink for instance the size of glasses provided.
- e) That attendees are aware of the dangers of drink driving and the penalties which can be incurred under the Road Traffic Act 1988

3. Licensable Activities

- a) The Hall holds a Performing Rights Society Licence which permits the use of copyright music in any form, e.g. record, compact disc, digital storage, tapes, radio, television or by performers in person.
- b) In order to hold a licensable activity not covered by the Hall's Premises Licence a Temporary Event Notice (TEN) will need to be given BY THE HIRER to the licensing authority. The Hirer shall obtain the written consent of the Management Committee before giving the licensing authority a TEN.
- c) The Hirer is required to comply with the current revision of the Licensing Act 2003 Mandatory Conditions.
- d) The Hall has a Premises Licence for the activities listed below.

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Licensable Activities – INDOOR ONLY	Times for which the activity is licensed	Indicate activities to take place at your event
Supply BY RETAIL of alcohol (ON premises only)	0800 – 2330 every day	
Performances of dance	0800 – 0000 every day	
Films	0800 – 0000 every day	
Similar live recorded music and dance	0800 – 2330 every day	
Indoor sporting events	0800 – 0000 every day	
Live music	0800 – 2330 every day	
Recorded music	0800 – 2330 every day	
Plays	0800 – 0000 every day	

4. Public Safety Compliance

- a) The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, 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.
- b) The Hirer shall also comply with the hall's Health and Safety Policy. A printed copy can also be found in the red ringbinder on the shelf in the large storeroom.
- c) 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
 - 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
- d) The Hirer shall also check and ensure the following items:
 - That all fire exits can be opened immediately in the case of fire.
 - That all escape routes are clear and fire doors are free of obstruction.
 - That the self-closing fire doors work and are not wedged open.
 - That fire call points are clear from obstruction
 - That the wall heaters are clear of combustible material and all areas are clear of rubbish.
 - That there are no obvious fire hazards on the premises.
 - That exit signs are working and illuminated
 - That fire extinguishers are in place, clearly visible and have their safety pins and tabs in place.
- e) The Hirer will ensure that the following general safety measures are observed both before, during and after the event:
 - No smoking in the Hall. Smoking is limited to the designated area by the external noticeboard by the gate.
 - No more than 4 people in the kitchen at any one time.
 - Do not go into the area of the site behind the building after dark.
 - No gas to be brought into the Hall or onto the veranda.
 - Deep fat frying is not allowed anywhere in the Hall.
 - No barbecues without Management Committee permission and then only in the designated area which is a concreted area behind the outside noticeboard.
 - No bonfires or fireworks on the site.
 - No naked flames in the Hall or on the veranda such as candles.
 - All material brought into the Hall or used on the veranda e.g. party decorations, must be certified as flame-proof.
 - No camping
 - Do not operate or touch any electrical equipment where there are signs of damage, exposure of components or water penetration etc.
 - Do not leave portable electrical appliances operating while unattended

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- No portable cooking equipment is brought onto the site without Management Committee permission and that all electrical appliances brought by them to the premises and used there shall be Portable Appliance Tested, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.
- No highly flammable substances including gas are to be brought into, or used in any part of the premises e.g. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.
- 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 near light fittings or heaters.
- No unauthorised heating appliances shall be used on the premises
- Do not attempt to move heavy or bulky items (e.g. stacked tables or chairs) by yourself.
- Do not allow children in the kitchen except under close supervision (e.g. for supervised cookery lessons or, in the case of older children, for supervised serving of food at functions).
- Wear suitable protective clothing when handling cleaning materials.
- All minors should be supervised at all times.
- Report any evidence of damage or faults to equipment or the building's facilities to the Management Committee Member.
- Report every accident in the accident book or the duty Management Committee member
- Be aware and seek to avoid the following risks:
 - creating slipping hazards on stairs, polished or wet floors – mop spills immediately
 - creating tripping hazards such as buggies, umbrellas, mops and other items left in escape routes or in the corridor or kitchen.
 - no running within the Hall
 - risks involved in handling kitchen equipment e.g. cooker, water heater, and knives
 - creating toppling hazards by piling equipment e.g. in store cupboards.
 - creating tripping hazards in the grounds of the Hall (especially during the hours of darkness) and/or when the grounds are being used as part of an event, e.g. when there are outside caterers present, or a marquee
 - Stiletto heels with a sharp or damaged heel can cause damage to the floor in the Hall; please ask anyone wearing stiletto heels at the event to ensure that no damage is caused.

5. Outbreaks of fire

Please follow the Fire evacuation Procedure on the Hall's noticeboard.

6. Health and Hygiene

- a) 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.
- b) Food may be brought into the hall the day before the event but must be removed immediately after the event.
- c) The kitchen MUST be cleaned after the event to the highest standards to meet all hygiene regulations. This includes the use of any cooking appliances, the cleaning, drying and return of all crockery, glassware and utensils and the removal of all rubbish.

7. 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 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
 - III. All claims, losses, damages and costs made against or incurred by the 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 the Hirer shall indemnify and keep indemnified accordingly each member of the Management Committee and the village hall's employees, volunteers, agents and invitees against such liabilities.
- b) Where the Hall shall take out adequate insurance to insure the liabilities described in sub-clauses ((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 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 Management Committee and the Hall's employees, volunteers, agents and invitees against any insurance excess incurred and
- c) The difference between the amount of the liability and the monies received under the insurance policy.
- d) Where the 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

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evidence of cover to the 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.

8. Accidents and Dangerous Occurrences

- a) The Hirer must report all accidents involving injury to the public to a member of the Management Committee as soon as possible and complete the relevant section the Hall's accident book (to be found on the shelves in the large storeroom). Any failure of equipment belonging to the Hall or brought in by the Hirer must also be reported as soon as possible.
- b) Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The member of the Management Committee handling the booking will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in the following ways: Telephone: 0845 3009923, Website: www.riddor.gov.uk or via the HSE website: www.hse.gov.uk

9. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

- a) 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.
- b) Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity.
- c) Alcohol shall not be served to any persons 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.
- d) No illegal drugs may be brought onto the premises.

10. Animals

- a) 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 Management Committee.
- b) No animals whatsoever are to enter the kitchen at any time.

11. Compliance with the Children Act 1989

A Child Protection Policy is in place and must be followed.

- a) The Hirer shall ensure that any activities for children under eight years of age shall comply with the provisions of the Children Act of 1989. Only fit and proper persons who have passed the appropriate criminal records checks have access to the children, others will be subject to the controls outlined in the child protection policy. Checks may also apply where children over eight and vulnerable adults are taking part in activities.
- b) The Hirer shall provide the Management Committee with a copy of their criminal records checks on request.
- c) 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.

12. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the 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 Management Committee. The Management Committee 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 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
- e) a regular booking at the Hall conflicting with another one-off prospective booking which the Management Committee deems to have precedence. This will only happen in exceptional circumstances, and the Management Committee will endeavour to give the Hirer as much notice as possible of this eventuality. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

13. End of hire

- a) The Hirer shall be responsible for ensuring that the premises are vacated in accordance with the agreed event timings shown on the completed Hiring Agreement.

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- b) 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 Hall shall be at liberty to make an additional charge.
- c) All rubbish must be removed from the site.
- d) The Hirer will ensure that the Exit Checklist is completed and signed
- e) Damage to verges arising from an event may result in all or part of a Damages Deposit being retained by the Hall after an event

14. Noise

- a) The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.
- b) 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.
- c) Excess noise and/or congestion arising from an event may result in all or part of a Damages Deposit being retained by the Hall after an event.

15. Stored Equipment

- a) The 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.
- b) 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.
- c) The Hall may use its discretion in any of the following circumstances:
 - 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.
 - 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 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.

16. No rights

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

17. Dangerous and Unsuitable Performances

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

18. No alterations

- a) 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 Management Committee.
- b) Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Hall remain in the premises at the end of the hiring. It will become the property of the Hall unless removed by the hirer who must make good to the satisfaction of the Management Committee any damage caused to the premises by such removal.

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Checklist for leaving the Hall

- Clean hall, kitchen, toilets etc and leave furniture in accordance with the poster on the reverse side of the door to the large storeroom or as it was found
- Turn off heating at the main controls only, as per the notice above the controller. DO NOT turn off individual heaters.
- Put User Guide in its sleeve in the ring binder in the large storeroom
- Ensure that all external doors including tri-fold doors are locked and bolted and internal doors are left closed. Please leave the hatch between the kitchen and the Hall closed.
- Ensure that all windows are closed

IF THE KITCHEN HAS BEEN USED

- Do all washing up and if the dishwasher is used, please stay until the cycle is completed and put away all used items
- Clean thoroughly including any appliances that may have been used
- Turn OFF water heater
- Leave fridge/freezer as you found it (open if turned off)
- Put clear wallet containing manual for kitchen appliances under the sink

FINALLY

- Lock small cleaning storeroom and return its key to the key cabinet in large storeroom, then lock key cabinet
- Take away all rubbish (including from the toilets) and make sure none is left in the outdoor area
- Switch off lights but note that the lights in the lobby and the outside lights may remain on for a while on sensors, after the building is vacated.
- If applicable, return key to Duty Management Committee Member or put in key safe as arranged
- Close the gates
- Report any damage, breakages or any problems or suggestions to the Duty Management Committee Member

Signed:

Date: