Snitterfield Village Hall - Hiring Agreement

Registered Charity No: 523001

THE COMMITTEE agrees to permit the HIRER to use the premises (5) for the purpose (6) and

THIS AGREEMENT is made on the date (1) and between the COMMITTEE (2) and the HIRER (3) named below whereby in consideration of the sum(s) mentioned (4):

- 1. **Date:**
- 2. **Committee** Snitterfield Village Hall Management Committee Authorised representative: Sharon Aust, 21 Hurdlers Lane, Snitterfield CV37 0RT Tel: 01789 730514 or 07501416221 email: saust1@btinternet.com
- 3. **Hirer** Name of Organisation (if applicable)

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Name of organisation's authorised representative or individual hirer

£

4. Date of Hiring Time Required:

Hiring Fee

£

We will refund the deposit 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 us about noise or other disturbance during the period of the hiring as a result of the hiring.

Hire of Audio equipment &/or wireless microphones

£ 20.00 (delete if not used)

Balance

Deposit

£.....

Balance is payable on or before the conclusion of the event for which the hall is hired (the deposit having been paid on the signing hereof)

- 5. **Premises:** Main Hall/Garden Room/Whole of Hall (delete as necessary)
- 6. **Purpose of Hiring:**

THE HIRER, not being under the age of 25 years, agrees with the Committee to be present during the hiring and to perform the provisions and stipulations contained or referred to in the Committee's "Standard Conditions of Hire" for the time being in force as annexed hereto (an understanding of which the Hirer acknowledges).

Signed by the person named at (2) on behalf of The Snitterfield Village Hall Management Committee

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I have read and understand the Standard Conditions of Hire and Fire Safety Guidelines:

Signed by the person named at (3) (on behalf of the organisation named at (3) where applicable):

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Standard Conditions of Hire

If the Hirer is in any doubt as to the meaning of the following, the Hall Authorised Representative should immediately be consulted.

For the purpose of these conditions, the term **HIRER** shall mean an individual hirer, being not under the age of 25 years, or, where the hirer is an organisation, the authorised representative.

No rights :This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

1. THE HIRER will, 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. Vehicles shall not obstruct the highway, pavements or access to properties. Parking is permitted on Bearley Road providing the pavement is completely clear. Use of Snitterfield Primary School carpark is permitted and encouraged, OUT OF SCHOOL HOURS. Parking is not permitted outside Little Dragons Nursery on the corner of The Green and Bearley Road. The official key shall be obtained from the key contact to gain entry to the hall.

2. THE HIRER shall not use the premises (including the carpark) 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 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 alcoholic liquor thereon without written permission.

3. THE HIRER shall be responsible for obtaining such licenses for events as may be needed whether for the sale or supply of intoxicating liquor, for which a Temporary Events Notification (TEN) should be obtained from Stratford District Council; Performing Right Society, from Phonographic Performance Ltd or otherwise and for observance of the same. No persons under the age of 18 years may be supplied with, or permitted to consume, intoxicating liquor on the premises.

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

No one attending the event consumes excessive amounts of alcohol and no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity.

The Hirer must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification and must ensure that the appropriate copyright licences for film are obtained.

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

5. THE HIRER must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and 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. You must also comply with our health and safety policy - please see our website: www.snitterfieldvillagehall.com

A copy of the Premises Entertainments License is on display on the Hall notice board. The hall is licensed between the hours of 10am-12.00 midnight Monday - Saturday and 10am - 10pm Sunday. The Hirer shall not tamper with any safety equipment within the hall & will familiarise themselves with the village hall Risk Assessments

The HIRER must ensure that Highly flammable substances are not brought into, or used, in any part of the premises.

No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without the consent of the Committee.

6. THE HIRER shall, if serving or selling food, observe all relevant food health and hygiene legislation and regulations. The Hall is not licensed for the preparation of food. The storage of food, other than tea, coffee and sugar is not permitted. The HIRER is requested to remove their rubbish and recycling at the end of their hire.

7. In the event of minor injury or accident a **FIRST AID KIT** is provided in a clearly marked cupboard in the kitchen of both rooms. Every accident should be recorded in the accident book provided, also located in the cupboard

8. THE HIRER shall ensure that any electrical appliances brought by them to the premises and used there be safe and in good working order and used in a safe manner.

9. THE HIRER shall indemnify the committee for the cost of repair of any damage done to any items within the property or any part of the property including the curtilage thereof or the contents of the building which may occur during the period of the hiring as a result of the hiring.

10. IF THE HIRER wishes to cancel the booking before the date of the event and the Committee 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 committee.

11. THE HIRER shall ensure the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

12. THE HIRER will ensure that the NO SMOKING policy is adhered to. Anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner using the bin supplied, so as not to cause a fire.

13. THE HIRER shall ensure that no dogs except guide/assistance dogs are brought into the Hall.

14. THE MANAGEMENT COMMITTEE OR TRUSTEES accepts no responsibility for any loss or damage to the hirer's property placed or stored in the hall and all liability for loss or damage is hereby excluded. All equipment and other property (other than that with permission to be stored) must be removed at the end of each hiring.

15. AT THE END of the hiring, the **HIRER** shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured. Any contents temporarily removed from their usual positions to be properly replaced, otherwise the committee shall be at liberty to make an additional charge. All items brought onto the premises, or unsold goods shall be removed at the end of the event. The key should be returned to the key contact immediately after the hiring unless directed otherwise. The **HIRER** is requested to remove their rubbish and recycling at the end of their hire.

16. THE COMMITTEE reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case the **HIRER** shall be entitled to a refund of any deposit already paid. Also if reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring; or in the case of 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.

17. IN THE EVENT of the Hall or any part thereof being rendered unfit for the use which it has been hired, the committee shall not be liable to the HIRER for any resulting loss or damage whatsoever.

18. SAFEGUARDING CHILDREN, YOUNG PEOPLE, AND ADULTS AT RISK

THE HIRER must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur, informing the Committee of any such incidents.

It is the responsibility of the HIRER that **Children are NOT to be left unsupervised by a responsible adult at any time in any area of the hall or Garden Room including the garden area.** All precautions MUST be taken to ensure that they are unable to leave the hall or garden unsupervised by a responsible adult. The safety of all activities within the curtilage of the Village Hall is also the responsibility of the HIRER. Responsible adults are to ensure children are kept safe whilst in the garden area and discouraged from playing next to the boundary to reduce harm.

19. THE HIRER shall ensure that any incident that occurs in the hall during the period of hiring is noted in **THE INCIDENT BOOK** with a description, date and time of the incident. The book is located in the First Aid cupboard in the kitchen. The **HIRER** must also inform the Booking Clerk of any such incidents occurring during their hire of the village hall

20. ANY DEPOSIT PAID shall be reimbursed at the discretion of the committee and/or the Hall Authorised Representative once the hall has been inspected after the hiring period.

21. Availability of WiFi Services: Although the committee aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times. The Committee has the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:, use of any equipment which is defective or illegal; if the Hirer causes any technical or other problems to the WiFi service or if, in the opinion of the Committee, the Hirer is involved in fraudulent or unauthorised use of the WiFi service.

22. Privacy and Data Protection: We may collect and store personal data through your use of our WiFi service. We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 2018 and solely for the purposes of offering the WiFi service. When using the WiFi service the Hirer agrees at all times to be bound by the following provisions: (a) not to use the WiFi service for any of the following purposes:

(i) disseminating any unlawful, harassing, libellous, abusive, threatening,harmful,vulgar, obscene or otherwise objectionable material or otherwise breaching any laws; (ii) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice; (iii) interfering with any other persons use or enjoyment of the WiFi service; and (iv) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner

(b) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

Fire Safety Guidelines

When using the hall the Hirer shall familiarise themselves with the locations and types of fire extinguishers and blanket and shall inspect each fire extinguisher and fire blanket at the commencement of their occupation of the hall to ensure that they are all present and in the correct location. The Hirer shall not tamper with any safety equipment including the Fire Alarm system and shall familiarise themselves with the village hall risk assessments.

During the occupation of the hall the Hirer shall ensure that all fire exits are kept free from any obstruction; that they are not locked and they remain that way whilst the hall is in use. The Hirer shall also ensure that all escape routes can be safely used for instant free public exit; that any fire doors are not wedged open; that exit signs are illuminated and that there are no fire-hazards on the premises.

The Hirer shall ensure that care is taken when using the cooker and that it is not left unattended when in use. The Hirer shall also ensure that the cooker and all electrical equipment (with the exception of the fridge) is turned off when leaving the hall.

The Hirer shall be aware of the risk of accidental fires caused by naked flames and take all steps possible to minimise these risks.

In the event of a fire the Hirer is to sound the alarm (using the fire alarm activation points). The Hirer shall call, or arrange for someone to call the fire brigade.

The Hirer shall ensure the safe evacuation of the building by all those present within the hall as quickly as possible.

The fire assembly point is in the main car park at the front of the hall. The Hirer shall ensure that all those present are accounted for.

