

Messing Village Hall Hire Agreement

General Conditions of Hire

If the Hirer is in any doubt as to the meaning of any of these conditions, the Bookings Manager should be consulted immediately.

1. Responsibility of Hirer and minimum 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 of the hall; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity. As directed by the Bookings Manager, 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. (See also clause 28. *No Alterations.*)

3. Use of premises

The Hirer shall not use the premises for any purpose other than that described in the Hire 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.

4. Premises Licence

The hall does not have a Premises Licence for regulated entertainment or for the sale of alcohol.

This Agreement nevertheless gives permission to the Hirer for a performance of live music, the playing of recorded music, or an exhibition of a film, but only in accordance with the *Deregulation Act 2015*, and with the following additional conditions:

- (i) The Hirer is responsible for ensuring that screenings of films abide by age classification ratings.
- (ii) The Hirer agrees that, if regulated entertainment outside of the *Deregulation Act 2015* is to be held, the Hirer shall obtain the consent of the hall committee to give notice of a *Temporary Event Notice (TEN)* to the licensing authority.
- (iii) The Hirer agrees to obtain the consent of the hall committee to give notice of their intention to provide alcohol at the hiring and to give notice of a *Temporary Event Notice (TEN)* to the licensing authority.

There is a limit on the number of *TENs* which can be granted annually for the premises. Lack of co-operation could affect future fundraising by the Village Hall committee and local voluntary organisations. Accordingly, failure by the Hirer to comply with 4 (i), (ii), and (iii) above will result in a cancellation of the hiring without compensation.

5. Maximum permitted number of people per room

The Hirer agrees not to exceed the following maximum permitted number of people (including the organisers/performers) per room:

| | |
|--------------|-----|
| Main hall | 100 |
| Meeting room | 20 |

6. Music copyright licensing

The Village Hall has a joint licence from the *Performing Rights Society (PRS)* and *Phonographic Performance Limited (PPL)* for the performance of live or recorded copyright material.

7. Attendance

The Hirer agrees with the Village Hall committee to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

8. Agreement provisions

None of the provisions of this Agreement is 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.

9. 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 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) below, 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)(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 committee and the Village Hall's employees, 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.

(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 Bookings Manager. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Bookings manager to rehire the premises to another Hirer.

The Village Hall is insured against any claims arising out of its **own** negligence.

10. 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.

11. Films

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. 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 that only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks should have access to the children. DBS checks may also be required where children over eight or vulnerable adults are taking part in activities. The Hirer shall provide the Village Hall committee with a copy of their DBS checks and Child Protection Policy on request.

13. 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 the Bookings Manager.

(a) 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 in the event of a fire.
- Location of the first aid box.

(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).

14. **Noise and Smoke**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night. 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.

No hiring may use any smoke effects in their event as the alarm will be activated.

15. **Drunk and disorderly behaviour and supply of illegal drugs**

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*.

16. **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 and thermometer.

17. **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. **All sound or music equipment used in the Main Hall shall only be connected to the designated power sockets. The Hirer will not alter or interfere with any electrical system on the premises**

18. **Stored equipment**

The Village Hall accepts no responsibility for any equipment permitted to be stored on the premises, or for any 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 equipment permitted to be stored) must be removed at the end of each hiring or fees may be charged for each day or part of a day at the hire fee per hiring until the same is removed. In the event of either:

- the failure by the Hirer either to pay any charges due and payable in respect of stored equipment, or to remove the same within 7 days after the agreed storage period has ended; or
- the failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring,

the Village Hall committee may at its absolute discretion dispose 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.

19. **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, and so as not to cause a fire.

20. **Accidents and dangerous occurrences**

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member of the Village Hall 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 Bookings Manager will give assistance in completing this form and can provide contact details.

21. **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 committee. No decorations are to be put up near light fittings or heaters.

22. Heating

The Hirer shall ensure that 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.

The Hirer will not alter any settings on any heating controls without the prior permission and instructions of the Bookings Manager.

23. Animals

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

24. 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 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.

25. 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 organiser's name and address and any discounts offered are based only on Manufacturers' Recommended Retail Prices.

26. 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 Committee. The Village Hall 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 Village Hall 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 Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

27. End of hire

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 Village Hall shall be at liberty to make an additional charge.

28. 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 Bookings Manager. 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.

No item may be affixed to any part of the building, with the exception of the pin rail provided in the Main Hall, with screws, pins, nails, Sellotape, Blue Tack, or any other method.

29. No rights

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