

Hiring Agreement for Hambledon Village Hall GU8 4HQ

DATED

PARTIES (1) The Village Hall named in clause 2.2 acting by its management committee.
(2) The person or organisation named in clause 2.3.

AGREED as follows

:

1. Throughout this Agreement:

- the Village Hall named in clause 2.2 is referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include the Village Hall’s charity trustees, employees, volunteers, agents and invitees.
- the person or organisation named in clause 2.3 is referred to as “you”; and “your” is to be construed accordingly; “you” also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees.
- where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Hall Secretary (Paul Vacher 01483 416 746) or, if he is not available, any of our charity trustees.

2. In consideration of the hire fee described in clause 2.4, we agree to permit you to use the premises described in clause 2.5 for the purpose described in clause 2.6 for the period(s) described in clause 2.1. The details inserted in sub-clauses 2.1 to 2.6 below and the answers to the questions in sub-clauses 2.7 to 2.11 are terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

2.1 Date(s) required:

Day..... Date..... Month.....

Total number of hours required from to including preparation and clearing away.

2.2 Hambledon Village Hall

(a) Registered Charity No 305057

(b) Authorised Representative

Ruth Canham

Address

2 Bryony Cottages
Malthouse Lane
Hambledon
Surrey GU8 4HJ

Telephone Numbers and Email

01428 685 729

07977 584 596

mail@ruthcanham.co.uk

2.3 Hirer:

(a) Name

(b) Organisation

(c) Organisation's Authorised Representative

Name

Address.....

Telephone Numbers

Email

2.4 Hire Fee

Hire Fee £

Payable on or before the conclusion of the event for which the premises are hired.

Is this a commercial hire? Yes / No

2.5 Premises

Please circle which you require: Whole of hall or Committee room only

2.6 Purpose/description of hiring

.....

2.7 Will tickets be sold for your event? Yes / No

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

2.9 Is alcohol to be provided at the event? Yes / No

2.10 Will there be exhibition of a film? Yes / No

2.11 Will live music be performed or recorded music played? Yes / No

3. You agree not to exceed the maximum permitted number of people per room including the organisers/performers

Main hall: 100 standing, 70 seated at tables, 90 seated in rows

When using chairs and or tables please ensure that gangways connecting to all fire exits are put in place and maintained at all times.

4. The hall has a licence: with the Performing Right Society (PRS) for the performance of copyright music from Phonographic Performance Licence (PPL).

4.1 We have a Premises Licence authorising regulated entertainment only. You hereby acknowledge receipt of a copy of the conditions of the Premises Licence and/or Operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agree to apply with all obligations therein.

(i) You agree that if regulated entertainment, not covered by our Premises Licence, is to be held you must obtain our consent to give notice of a TEN to the licensing authority. We will advise if a TEN is not needed.

(ii) You agree to give us notice of your intention to provide alcohol at the event and to give notice of a TEN to the licensing authority.

If you fail to comply with (i) or (ii) above, we will cancel the hiring without compensation. This is because there is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.

5. You agree with us to be present (or your authorised representative, if appropriate) during the hiring and to comply fully with this agreement.

6. We and you hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions imposed under the Premises Licence or that we deem necessary form part of the terms of this Agreement unless we and you agree in writing.

7. 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.

Signed by the person named at 2.2(b) above, duly authorised, on behalf of the Village Hall.

Signed by the person named at 2.3(a) above or at 2.3(c) above, duly authorised, on behalf of the organisation named at 2.3(b) above, where applicable.

Standard Conditions of Hire

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

1. Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

2. Supervision

During the period of the hiring, you are responsible for:

- (i) supervision of the premises, the fabric and the contents;
- (ii) care of the premises, safety from damage however slight or change of any sort; and
- (iii) 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 us, you must 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

You must not use the premises, including the car park, for any purpose other than that described in the Agreement and must 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 on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

4. Insurance and indemnity

(i) You are liable for:

- (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents
 - (b) the cost of repair of any damage (including accidental and malicious damage) done to our WiFi service (if any)
 - (c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service (if any), and
 - (d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

- (a) any insurance excess incurred and
- (b) the difference between the amount of the liability and the monies we receive under the insurance policy.

(iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

5. Gaming, betting and lotteries

You must 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

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

7. Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

8. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

9. Safeguarding children, young people and vulnerable adults

You 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).

10. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our 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.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Secretary, Paul Vacher 01483 416 746

(i) You acknowledge that you 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. (Include diagram of location when handing over keys.)
- 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.

(ii) In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked and panic bolts are in good working order. Fire doors have simple push bar openings.
- 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 fire-hazards on the premises.
- That the emergency lighting supply illuminating all exit signs and routes is turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

Please Note: Fire Exit 2 and the double doors to Fire Exit 1 have bolts across them. These must be open when the hall is in use unless there are young children who could open the doors unsupervised. In this situation the responsible adult must be aware of the bolts and open them in an emergency.

11. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, 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.

12. Drunk and disorderly behaviour and supply of illegal drugs

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

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

13. Food, health and hygiene

You must, 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. Please check that the fridge is at a temperature of 5c or less prior to using.

14. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. All electrical appliances which are to be plugged in must have an up to date PAT certificate. Members of the village hall committee are qualified to carry out PAT testing so please contact the hall secretary, Paul Vacher, on 01483 416 746 to arrange this if necessary. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

15. Stored equipment

We accept 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 we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- (i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended
- (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

16. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must 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.

17. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section on an accident form in the Policy File in the kitchen. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Hall Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

18. Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

19. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

20. Animals

You must ensure that Guide dogs, Hearing dogs and Assistance dogs are allowed on the premises. All other dogs are only allowed with the permission of committee members and must not be allowed in the kitchen or committee room.

21. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep us indemnified accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

22. Sale of goods

You 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.

23. Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) our 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;
- (iii) the premises becoming unfit for your intended use;
- (iv) 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 you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

24. End of hire

You are 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 we may make an additional charge.

25. No alterations

You must not make any alterations or additions to the premises, nor install or attach any fixtures or placards or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

26. No rights

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

Practical Information for Using the Village Hall

Opening the Hall

The village hall keys will be available from Carole Davies, 1 Speedwell Cottages, Lane End from the box outside and, after locking up, must be returned there immediately.

Please ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period except by prior arrangement with the booking clerk.

Car parking

The lane outside the village hall is a public road and this must not be obstructed although parking along it is permitted. The village hall car park will accommodate a fair number of cars if they are parked sensibly

Power circuits/heating

Lighting and heating comes from two electricity meters which are with the hall light switches just inside the kitchen on the wall to the right of the sink. One runs the lights and one the hot water. They accept £1 and £2 coins.

Kitchen

The kitchen is equipped with crockery and cutlery for 60 people. There is a cooker, fridge and dishwasher. There are two kettles and an urn. Please keep these appliances close to the back of counter tops and be careful to avoid burns or scalds. Young children should not be allowed access to them. There is a first aid kit in the kitchen to the left of the cooker. Please note that there are child locks on the cutlery drawer and cupboard under the sink.

Decorations

Please do not use drawing pins, Sellotape or blu tac on the walls or other surfaces as all of these damage our paintwork. If you need to put up notices or decorations, please use the low-tack tape provided in the kitchen. Do not fix decorations near light fittings or heaters.

Moving Furniture

Please use the trolleys provided for moving chairs in order to avoid injury. Please stack chairs no more than 4 high and stack tables in the storeroom making sure that they do not obstruct the fire exit in any way.

Hall telephone

The village hall has no telephone. The nearest public telephone is located outside Hambledon Village Shop, Cricket Green, GU8 4HF so you are advised to bring a fully charged mobile telephone for use in case of emergency.

Leaving the Hall

Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After midnight (unless the event is New Year's Eve) only those helping to clear up the village hall should be on the premises. Failure to comply with this may result in forfeiture of any deposit.

Please leave the village hall clean and tidy and take rubbish home. In particular we ask you to ensure table tops are wiped clean before being stacked in the cupboard. Vacuum cleaner, brooms and mop bucket are available for your use through the double doors half way down the hall on the left hand side. Please ensure that none of this equipment blocks the double doors leading to the fire exit when you return them.

Consideration for others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents.

Fire Safety

The village hall has a No Smoking Policy.

As the person hiring the hall, you, are considered to be the 'responsible adult' in case of emergency.

In the event of a fire, the alarm should be raised by the shout of 'Fire' and the hall should be evacuated in an orderly manner using the nearest exits. The Fire Brigade must be called by dialling 999. People should assemble on the car park. Anyone with limited mobility should be helped from the building and, if safe to do so, the responsible adult should check that everyone is evacuated from all parts of the hall including toilets and store rooms.

The nearest telephone is outside Hambledon Village Shop, Cricket Green, GU8 4HF

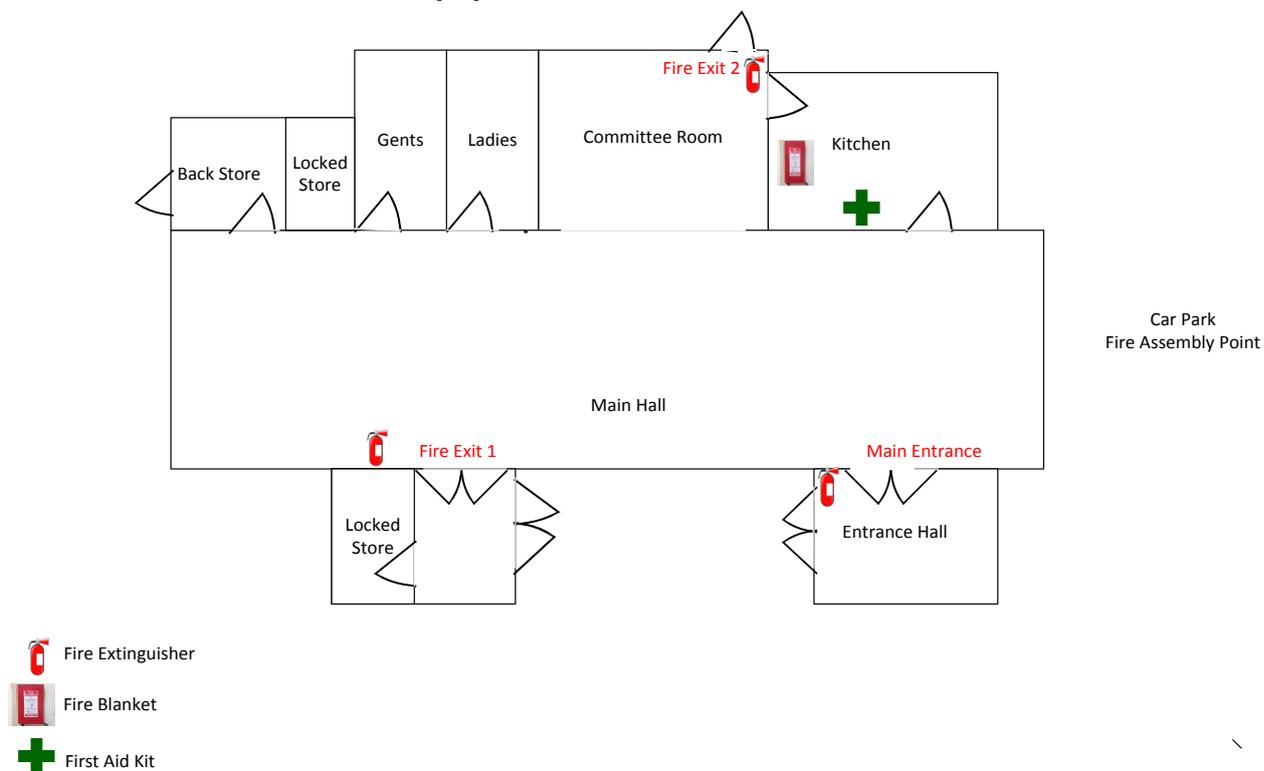
You will be shown fire exits and extinguishers as marked on the hall plan below. Fire doors have simple push bar openings. Fire Exit 2 and the double doors to Fire Exit 1 have bolts across them. These must be open when the hall is in use unless there are young children who could open the doors unsupervised. In this situation the responsible adult must be aware of the bolts and open them in an emergency.

The village hall's policy/health and safety file is kept on the kitchen surface to the left of the cooker.

A first aid box is located on the kitchen surface to the left of the cooker.

There is a defibrillator for public use outside the village shop to the left of the phone box.

Location of fire doors and equipment.



In case of difficulty please telephone: Paul Vacher - Secretary on 01483416 746 or Ruth Canham on 01428 685 729 or 07977 584 596 or Martin Thompson on 01428 687 837 or 07787 872 824

FIRE ACTION PLAN

1. In the event of a fire, the person in charge of the hall or function will **RAISE THE ALARM** by the shout of FIRE and instruct all persons to **LEAVE THE BUILDING** and assemble in the car park, using the nearest available exits. If it is safe to do so, the person in charge should check that everyone is evacuated from all parts of the hall including toilets and store rooms.
2. **CALL THE FIRE BRIGADE.**
DIAL 999 AND GIVE THIS ADDRESS: Hambledon Village Hall, Malthouse Lane, Hambledon, Surrey GU8 4HQ.
The nearest public telephone is at Hambledon Village Shop, Cricket Green, Hambledon, GU8 4HF.
3. Attendants should ensure that once the hall has been evacuated, members of the public do not re-enter the building to collect personal belongings, etc.
4. On the arrival of the Fire Brigade, the person in charge of the hall should report to the Officer in Charge that all persons are safe or should inform him/her of their last known position.
5. Attendants should only attempt to extinguish the outbreak using the fire appliances provided if it is considered safe to do so.

Please note, the Fire Service must be called to any outbreak of fire, however slight, and details given to the Hall Secretary, Paul Vacher.

Checklist for Hirers

Before admission of the public please check that:

1. All exit doors are unlocked, any fastenings removed and the push-bar mechanism tested and in good working order. Bolts on fire exits 1 and 2 must be unlocked. If young children are present, then these bolts may remain locked but all supervising adults must be made aware of them and the need to unlock them in an emergency.
2. Escape routes are free from obstruction and available for use.
3. Any fire doors are closed and not wedged or propped open.
4. Fire fighting equipment is in place and unobstructed.
5. There is no combustible storage in areas open to the public.
6. Exit signs are illuminated.
7. There is no obvious fire hazard in or near the building.
8. All portable electrical appliances have been PAT tested as necessary.

End of function

1. Search for anything smouldering, clear waste paper and remove all rubbish
2. Check that heaters and cookers are turned off.
3. Check that all electrical appliances are turned off and unplugged.
4. Turn out all lights not require for security purposes
5. Close all internal doors, roller shutters in kitchen.
6. Slide bolts back on fire exits 1 and 2
7. Secure all outside doors and windows.

END OF SESSION CHECK LIST

1. Clear waste paper and ensure no risk of fire starting.
2. Check that heaters and cookers are turned off.
3. Check that all electrical appliances are turned off and unplugged.
4. Turn out all lights not required for security purposes.
5. Close all internal doors and slide across bolts on Fire Exits 1 and 2.
6. Secure all outside doors and windows.
7. Please take all rubbish with you.
8. Push button light in kitchen turns on outside lights for 3 minutes to give time to leave the premises