



HIRE AGREEMENT

Terms & Conditions of Hire

This Hire Agreement sets out the terms and conditions for the hire of Lower Holker Village Hall (the Village Hall) or (the Premises) or part thereof. By proceeding with your booking you (The Hirer) is deemed to have accepted the following terms and conditions for the hire of the Village Hall.

1. Responsibility of the Hirer

The Hirer, not being a person under 18 years old, undertakes to ensure that they have an understanding, that they are familiar with and that they comply with the terms & conditions contained or referred to in the Hire Agreement, for the time being in force.

The Hirer undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the hiring and, when any public are present, to ensure compliance with the terms & conditions contained or referred to in the Hire Agreement and any relevant licenses.

Lower Holker Village Hall have a Premises Licence authorising entertainment at the hall however, it does not cover the sale of alcohol. In the event that the Hirer wishes to sell alcohol, a Temporary Events Notice will be submitted to the Licensing Authority by the Trustees.

The Hirer shall be responsible for ensuring that:-

- If a bar licence is required, they indicate this on the booking form. (The charge for any fee or licence required will be included in the hire charge)
- they conform to the terms of the licence including, but not limited to, permitted hours for licensable activities (serving alcohol, playing live or recorded music)
- they also conform to the terms of our Premises Licence for entertainment performed at the village hall. A copy of these terms will be served at the booking stage of the event.
- alcohol is not served to any person under the age of 18 years
- no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure
- the law relating to gaming, betting and lotteries is not contravened

- the Premises are kept secure for the duration of the hire
- the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons
- the premises (including foyer, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish removed from the site at the end of the hire and all rubbish to be taken away by the Hirer or their representative
- all equipment, chairs and tables have been returned to their storage positions safely, that the premises are cleared of people, all lights switched off, and the building secured, except for any facilities or room or public area in use by another continuing hire
- use of the car park for large events is controlled in order that emergency vehicles have access
- any temporary fittings and fixtures comply with Health and Safety Standards and ensuring that any decorations used are not a fire hazard
- any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner
- any spillages that occur during the hire of rooms should be immediately cleaned up to prevent accidents
- no animals, except assist dogs, are brought into the building without written permission of the Village Hall Trustees
- no Barbecues, LPG (Liquid Petroleum Gas) appliances or highly flammable substances are brought onto the Premises
- the Hirer and their attendees recognise the fact that the Premises are situated in a residential neighbourhood and conduct themselves accordingly by, for example, taking care not to slam car doors, especially late at night, and not playing music or making other sounds at inappropriate level
- smoking is not allowed on the premises

Please Note* The stair handrail must be used and small children must be accompanied when using the stairs.

2. Use of Premises

The Village Hall is a community facility and, as a Charity, the Village Hall must ensure that users of the hall do not do anything that might bring the Village Hall reputation into disrepute or annoy or offend local people.

The Hirer shall not:-

- sub-let or use the Premises including the car park, for any purpose other than that described on the booking form
- use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
- allow the use of drugs on the Premises
- allow smoking on the Premises or in the vicinity of the entrances
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3. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the Village Hall Caretaker or Secretary as soon as possible and complete the relevant section in the Village Hall's Accident Book, which is located with the First Aid Kit in the small kitchen on the ground floor. The Hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called.

Any failure of equipment belonging to the Village Hall, must be reported to the Caretaker or Secretary as soon as possible.

4. No alterations

No Blu-tack, drawing pins, adhesive tape or similar may be used.

No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the Trustees.

Any alteration, fixture or fitting, or attachment, so approved, shall, at the discretion of the Trustees, remain in the Premises at the end of the hiring and become the property of the Village Hall or be removed by the Hirer. The Hirer must make good to the satisfaction of the Trustees, any damage caused to the Premises by such removal.

5. Stored Equipment

The village hall accepts no responsibility for any 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 must be removed at the end of each hiring.

6. Bookings

The Village Hall Trustees have the right to refuse any booking for whatever reason, including concern over potential noise levels and other nuisances especially to neighbours. Experience has shown that there can be problems with holding a "large event". A "large event" is one which requires dedicated use of the kitchen, running a bar and where loud music is played (recorded/ disco/ film or live, amplified or not), and will probably fill the car park.

7. Cancellation by the Village Hall

The Village Hall Trustees reserve the right to cancel all, or part of, regular user bookings in favour of events for charitable purposes. Such cancellations shall not occur more than once a month, and at least four weeks notice shall be given of such cancellations.

The Village Hall Trustees reserve the right to nominate a specified weekday evening as not being available for regular weekly bookings, so that priority can be given to monthly, or less frequent bookings.

The Village Hall Trustees reserve the right to cancel a hiring in the event of a national emergency, or similar force majeure situation that requires the Premises to be closed, or of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum.

In such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the Village Hall Trustees shall not be liable for any resulting direct or indirect loss or damages whatsoever.

8. Cancellations by the Hirer

- * There will be no charge if a booking is cancelled by the Hirer, 4 weeks or more before the booking
- * 50% of booking charge is withheld if the cancellation is between 1 and 4 weeks before a booking
- * 100% of booking charge is withheld if cancellation is 1 week or less before a booking

9. Payment Terms

- For a single booking, payment is due before the event, except for any single booking open to the public, which covers its costs by ticket sales or other fund-raising activities at the event, payment is due within 30 days after the event
- When an event, open to the public and covering its costs by ticket sales, requires additional bookings for rehearsal or setup time, then payment for those additional bookings is not due until within the 30 days after the final fund-raising event
- For a series of bookings, payment is due within 30 days after each event

The Trustees reserve the right to require a surety for family parties or similar bookings or when large numbers are involved or alcohol is to be served, of the sum of £100, which will be returned to the Hirer once Trustees are satisfied that no damage or other nuisances have occurred. The hall booking will not be secured until a deposit has been received 14 days before the date of hire.

10. Insurance

The Hirer is responsible for ensuring that any catering company or operator hired to bring equipment into the Premises has relevant and appropriate insurance, which shall include public liability insurance.

Commercial hirers must provide Public Liability insurance (£5,000,000 minimum indemnity).

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

As directed by the Village Hall Trustees, 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.

11. Conditions of use with Commercial Hirers

Village Halls are usually held in strict trust with the Charity Commission for the purpose of a Village Hall. The Trustee's of the Village Hall are bound to ensure that the hall is administered in accordance with those trusts. Accordingly the Village Hall is bound to preserve and hereby reserves the right to terminate this Agreement by not less than 7 days notice in writing to the hirer in the event of the hall being required on the same date/time for the fulfilment of its purposes.

In the event of such termination by the Village Hall Trustees, all monies submitted shall be returned to the Hirer. The Village Hall Trustees shall not however be liable to make any further payment to the Hirer in respect of expenses, costs or losses incurred directly or indirectly by the Hirer in relation to the termination.

12. Indemnity

The Hirer shall indemnify and keep indemnified each of the Trustees of the Village Hall and their employees, volunteers, agents and invitees against:

- the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
- against all actions, claims, and costs of proceedings arising from any breach of the Village Hall Hire Agreement
- all claims in respect of damages, including damage for 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
- 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

13. Car Parking

All vehicles parked at the Village Hall car park are parked at owner's risk.

The space at the emergency door at the side of the hall is reserved for emergency vehicle use, but may be used temporarily for unloading.

14. Compliance with legislation relating to Children or Vulnerable Adults

Any Hirer, hiring the hall whose activities involve children, young people and/or vulnerable adults, will be required to operate a Child and Adult at Risk Safeguarding Policy, based on H.M. Government "Working Together to Safeguard Children 2018" and only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks should have access to children, young people and vulnerable adults. The Hirer will be required to provide the Village Hall Trustees with a copy of their DBS check and Child Protection Policy before the booking is confirmed.

15. Fire Regulations

The Hirer shall:

- Familiarise themselves with the location of fire extinguishers, fire alarm points and fire blanket. A copy of the Lower Holker Village Hall layout detailing location of fire

- extinguishers, fire alarm points, fire blanket, emergency exits and evacuation meeting place is an appendix of Lower Holker Village Hall Health & Safety Policy
- The location of all exits including the emergency exits (The Assembly Points which are clearly marked at the far side of the Village Hall car park
- Ensure that the “Emergency Exit” signs are kept illuminated
- Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details reported immediately to the Village Hall Secretary
- Prior to the start of an event indicate the Fire Exits and Evacuation Meeting Place to the persons attending the event
- Ensure that all fire exits in the room and the hall lobby and foyer entrances are not blocked with items such as, e.g. wheelchairs, mobile scooters, buggies
- Ensure that any equipment such as, e.g. piano, is not blocking a fire exit
- Ensure all fire doors are kept closed and not wedged open for any reason

16. Policies

The Hirer must undertake to ensure that they have an understanding, are familiar with and comply with, the policies of Lower Holker Village Hall which can be found on Lower Holker Village Hall Website and are also available from the Village Hall Secretary in electronic form or hard copy.

- 1) Health & Safety Policy**
- 2)Data Protection Policy**
- 3)Equal Opportunities & Diversity Policy**
- 4)Safeguarding Policy**
- 5)Complaints Policy**

17. Acceptance

The Hire Agreement sets out the terms & conditions of hire of Lower Holker Village Hall. By proceeding with the booking you, the Hirer, is deemed to have accepted the terms and conditions set out in the Hire Agreement.

The Trustees of Lower Holker Village Hall will review all policies set out in the Hire Agreement annually.

Contacts:

Secretary: Rhona Barton - 015395 58636
 Caretaker: Mark Butterworth - 015395 58304

Signed by :

Paul Jenkison - Chair

