

# Dorney Village Hall

## Hiring Agreement and Conditions of Hire

Dorney Village Hall Management Committee informs hirers of the Village Hall that by signing an agreement to use the Village Hall they are entering into a contract that could be used in evidence should legal action become necessary.

DATED: 1<sup>st</sup> October 2019

### **PARTIES**

- (1) Dorney Village Hall Management Committee, referred to as DVHMC or “we”
- (2) The person or organisation hiring the Village Hall as shown on the Booking Form, referred to as “the Hirer” or “you”

### **AGREED as follows:**

#### 1. Throughout this Agreement:

- Dorney Village Hall Management Committee, where referred to as “we”; “our”, is to be construed accordingly and
- “we” and “us” mean and include Dorney Village Hall’s charity trustees, employees, volunteers, agents and invitees.
- the person or organisation named as Hirer on the Booking Form is referred to as “you” or “Hirer”; and “your” is to be construed accordingly; “you” or “Hirer” 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 Bookings Secretary or, if the Bookings Secretary is not available, any of the DVHMC Management Committee.

2. In consideration of the hire fee described in the booking arrangements, we agree to permit you to use the premises for the purpose described and for the times described in the Booking Form. The details inserted in sub-clauses 2.1 to 2.5 below are terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire.

#### 2.1 Date & Times required:

- these are the date and times entered on the completed Booking Form

#### 2.2 Village Hall:

- Registered Charity No: 300255

2.3 Hirer: as named on the Booking Form where contact details are also entered

2.4 Hire Fees: as indicated on the Booking Form with reference to charges shown there.

#### 2.5 Premises

1. The booking agreement covers the Premises specified on the Booking Form

#### 3. The hall does have a licence:

2. with the Performing Right Society (PRS) for the performance of copyright music

4. You agree to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.

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

6. 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.

3. as signed by the Hirer as described on the Booking Form

## **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.

Dorney Village Hall is a non-profit making organisation administered by a selected committee of local residents. The amenities of the Village Hall are maintained on a voluntary basis. There is no resident caretaker, but every endeavour is made to ensure that all the facilities are available and working and that the Village Hall is in good order when you come to use it. If this should not be so, please advise the Bookings Secretary immediately and we will do our best to rectify any problems. Hirers are asked to help us by leaving the Village Hall in a clean and tidy condition. They are also asked to remember that we rely upon the goodwill of local residents and, as such, to limit any excessive noise and possible nuisance when entering, using or leaving the Village Hall.

### **1. Bookings**

- a. Bookings are considered Provisional until Confirmed and may be made for single or occasional hire by Casual Hirers and for the regular hire by Regular Hirers.
- b. Where a person or organisation is accustomed to hire the Village Hall at a regular date and time, the Village Hall will not be let to another potential hirer for such date or time within such time and date first being offered to the Regular Hirer.
- c. Provisional bookings may be made by telephone, but must be confirmed by the submission, within seven (7) days, of a fully completed Booking Form, accompanied by such amounts as may be due.
- d. In order to accommodate, as far as possible, all local organisations who wish to use the Village Hall, the annex and rooms may be let separately and sharing of services would be necessary. The Committee will, however, endeavour to ensure that the accommodation provided is adequate for the purpose for which it is booked.
- e. No person or organisation is permitted to use the Village Hall unless it has been properly booked and paid for and the Hirer must show proof of payment, upon demand, to any Committee member or responsible person.
- f. The Village Hall must be completely vacated not later than 12.30am.
- g. Keys may only be held by, and are the responsibility of, caretakers and Committee officers except where otherwise approved in writing. Key holders shall only allow the use of the Village Hall for a properly constituted booking.
- h. The premises shall not be used for any other purpose than entered into by the Hirer on the Booking Form. Materially incorrect description of the purpose may lead to immediate abrupt termination of the hire and the loss of payments made.
- i. Approved local organisations and residents living in the Parish of Dorney enjoy concessionary hire charges. There should be no sub-letting/hiring of the Village Hall by residents to non-residents by way of written or non-written (verbal) agreements.

### **2. Hire Fees**

- a. All fees are payable in advance, not less than twenty-eight (28) days prior to hire. Bookings not paid for by the due date may be deemed to have lapsed. Bookings made within twenty-eight (28) days of hiring date must be fully paid for.

### **3. Capacity**

- a. Where the audience are fully seated at tables, the maximum capacity is 100, otherwise the maximum capacity is 150.

### **4. Age**

- a. The Hirer, not being a person under 25 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 Standard Conditions under this Agreement relating to management and supervision of the premises are met.
- b. We do not allow teenage parties for those aged between 13 and 21 for any occasion or celebration, under any circumstances.

### **5. Supervision**

- a. The Hirer shall, during the period of the hiring, be responsible for:
  - i. supervision of the premises, the fabric and the contents;
  - ii. their guests care, 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.
- b. As directed by us, the Hirer 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.

### **6. Use of premises**

- a. The Hirer must not use the premises, including the car park, for any purpose other than that described in the Hiring Agreement and must not sub-hire or sub-let 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.

### **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 us, our 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. The Hirer shall indemnify and keep indemnified accordingly each member of the Village Hall Management Committee, their employees, volunteers, agents and invitees against such liabilities.
  - iv. The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses 7.(a)(i) above and may, at its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 7.(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 Dorney Village Hall Management Committee and DVHMC's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
  - v. Where the Village Hall does not insure the liabilities described in sub-clauses 7. (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 Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Village

Hall Secretary to rehire the premises to another Hirer.

- vi. The Village Hall is insured against any claims arising out of its own negligence.
- b. Should the Hirer set up a bouncy castle or any other entertainment on the playing field next to the Village Hall the Hirer is totally responsible for the event. Dorney Village Hall Management Committee is not responsible for such an event and no claim may be made against Dorney Village Hall Management Committee for any damages or injury whatsoever.

#### **8. Gaming, betting and lotteries**

- a. The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law(s) relating to gaming, betting and lotteries.

#### **9. Music Copyright licensing**

- a. We hold the combined TheMusicLicence (Performing Right Society (PRS) and Phonographic Performance Limited (PPL)) licence.

#### **10. Music**

- a. The Hirer must have our written permission for performance of live music under the Deregulation Act 2015. This Agreement confers that permission.

#### **11. Safeguarding children, young people and vulnerable adults**

- a. 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).

#### **12. 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, and our fire risk assessment or otherwise, particularly in connection with any event at which alcohol is provided or which is attended by children. You must also comply with our Health and Safety policy.
- b. The Fire Service must be called to any outbreak of fire, however slight, and details must be given to our Bookings Secretary.
- c. The Hirer acknowledges that they have received instruction in the following matters:
  - i. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Village Hall.
  - ii. Location and use of firefighting equipment as shown on the Plan on the Notice Board in the Entrance Lobby.
  - iii. Location of escape routes and the need to keep them clear.
  - iv. Method of operation of escape door fastenings.
  - v. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
  - vi. Location of the First Aid Box (in cupboard on right hand side of the sink in the kitchen).
- d. In advance of any activity whether regulated entertainment or not you must check the following items:
  - i. That all fire exits are unlocked, and panic bolts are in good working order.
  - ii. That all escape routes are free of obstruction and can be safely used for instant free public exit.
  - iii. That any fire doors are not wedged open.
  - iv. That fire exit signs are illuminated.
  - v. That there are no obvious fire hazards on the premises.
  - vi. That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied.

### **13.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.

### **14.Drunk and disorderly behaviour and supply of illegal drugs**

- a. The Hirer shall ensure that in order to avoid disturbing neighbours of the Village 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.
- b. Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. The Hirer must 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.

### **15.Food, health and hygiene**

- a. The Hirer shall, if preparing, serving or selling food, comply with 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.

### **16.Electrical appliance safety**

- a. The Hirer shall ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, PAT tested and labelled and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

### **17.Stored equipment**

- a. 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.
- b. 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.

### **18.Smoking**

- a. The Hirer shall comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. The Hirer must 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 or leave a mess.

### **19.Accidents and dangerous occurrences**

- a. The Hirer must report to us as soon as possible any failure of our equipment or equipment brought in by you.
- b. The Hirer must report all accidents involving injury to the public to us as soon as possible and complete the accident book in the Kitchen drawer.
- c. The Hirer must report certain types of accident or injury on the special form in the accident book to the Incident Contact Centre. Our Village 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). The forms will be found in the First Aid Box (in cupboard on right hand side of the sink in the kitchen).

**20. Explosives and flammable substances**

- a. The Hirer shall 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.
- b. Fireworks (inside or outside) and Lantern launches are not permitted.

**21. Heating**

- a. The Hirer shall 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) or butane gas heating appliances.

**22. Animals**

- a. The Hirer shall ensure that only owners of Guide dogs, Hearing dogs and Assistance dogs are allowed to bring their animals onto the . premises.

**23. Fly posting**

- a. 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 must indemnify and keep indemnified us 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.

**24. Sale of goods**

- a. 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, 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.

**25. Cancellation**

- a. 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.
- b. The Village Hall reserves the right to cancel this hiring by written notice to the Hirer 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. the Village Hall Management Committee reasonably considering that (i) such hiring shall 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
  - iii. the premises becoming unfit for the use intended by the Hirer
  - 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.

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

27. Following cancellation by the Hirer of any confirmed booking, a refund of any monies paid will be to the following:

- a. More than fifty-six (56) days' notice    a full refund
- b. Twenty-nine (29)-fifty-five (55) days' notice    50% refund
- c. Less than twenty-nine (29) days' notice    no refund
- d. Or, at the discretion of the Village Hall Management Committee.

**28. End of hire**

- a. 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 we may make an additional charge.

**29. No alterations**

- a. No alterations or additions may be made to the premises nor any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without our prior written approval. At 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.
- b. That in the particular case of a hiring for theatrical or concert purposes, no wing flaps or other scenery or property are in any way nailed to the stage flooring and at the end of the hiring the stage is left clear of any obstruction and left in good order.

**30. No rights**

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