

Hiring Agreement

DATED:

PARTIES:

- (1) The Village Hall named in clause 1.2 acting by its management committee ("Village Hall").
 (2) The person or organisation named in clause 1.3 ("Hirer").

AGREED as follows:

1. In consideration of the hire fee described in clause 1.4, the Village Hall agrees to permit the Hirer to use the premises described in clause 1.5 for the purpose described in clause 1.6 for the period(s) described in clause 1.1. The details inserted in sub-clauses 1.1 to 1.6 below and the answers to the questions in sub-clauses 1.7 and 1.8 are terms of this agreement. This Hire Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

1.1 Dates(s) required:

Day(s) Month
 Time required (Hours) From

1.2 Oakley Village Hall, post code MK43 7JR

(a) Registered Charity No:
 (b) Authorised Representative:
 Address:
 Telephone Number:

1.3 Hirer:

(a) Name:
 (b) Organisation:
 (c) Name of Organisation's Authorised Representative:
 Address:
 Contact Telephone Numbers:

1.4 Hire Fee: £

Deposit: £

The Hirer shall pay as deposit at least 50 % of the cost of the booking. The balance of fees being payable at least 14 days prior to the event for which the premises are hired (the deposit having been paid on the signing hereof).

Balance: £

Key Deposit: £

For details of the Key Deposit refer to Appendix 6 of the Standard Conditions of Hire (page 9).

Balance: £

Payable at least 14 days prior to the event for which the premises are hired (the deposit having been paid on the signing hereof)

Commercial Use? Yes/No

1.5 Premises, with use of the kitchen

Whole of hall: main hall and committee room

If part of hall please specify:
Main hall or committee room

Storage of Equipment:

Please note if bar facilities are required the committee room must be included in the hiring.

1.6 Purpose/description of hiring

This will be a public/private event?

1.7 Is food (other than biscuits/cakes) to be provided at the event?

2. The Village Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated. Please confirm which licensable activities will take place at your event:

Activity	The hall is licensed for	Times for which the activity is licensed	Indicate activities to take place at your event
a. The performance of plays	yes	12-00 - 00-00 (22-00 Sunday)	
b. The exhibition of films			
c. Indoor sporting events	yes	12-00 - 00-00 (22-00 Sunday)	
d. Boxing or wrestling entertainment			
e. The performance of live music	yes	12-00 - 00-00 (22-00 Sunday)	
f. The playing of recorded music	yes	12-00 - 00-00 (22-00 Sunday)	
g. The performance of dance	yes	12-00 - 00-00 (22-00 Sunday)	

h. Entertainments similar to those in a – g	Yes	12-00 - 00-00 (22-00 Sunday)	
i. Making music	Yes	12-00 - 00-00 (22-00 Sunday)	
j. Dancing	Yes	12-00 - 00-00 (22-00 Sunday)	
k. Entertainment similar to those in i – j	Yes	12-00 - 00-00 (22-00 Sunday)	
l. The provision of hot food/drink after 11pm			
m. The sale of alcohol	yes	12-00 - 00-00 (22-00 Sunday)	

- 2.1 Have you indicated at 2 (m) that you want alcohol to be available at your event?

If you answer yes to the above question, you will need to arrange details with our bar manager and Designated Premises Supervisor: - tel: 01234 824977.

- 2.2 **Only organisations that are registered charities may run their own bar by arrangement with the committee.** In these cases the hirer shall be responsible for obtaining such licences and authorization as may be needed whether for the supply or sale of intoxicating liquor.

- 2.3 The Village Hall has a licence with the Performing Rights Society for the performance of copyright music

- 2.4 In order to hold a licensable activity not covered by the Village Hall's Premises Licence a Temporary Event Notice (TEN) will need to be given to the licensing authority.

The Hirer shall obtain the written consent of the management committee on the form provided for this purpose before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the hall management committee and local voluntary organisations.

3. FIRE DOORS must not be opened except in an emergency, otherwise loss of key deposit will result.
4. The Hirer agrees with the Village Hall to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.
5. It is hereby agreed that the Standard Conditions of Hire together with any Special Conditions of Hire shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Village Hall and the Hirer.
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.

As Witness the hands of the parties hereto:

Signed by the person named at 1.2(b) above, duly authorised, on behalf of the Village Hall's Management Committee:

Signed by the person named at 1.3(a) above or at 1.3(c) above, duly authorised, on behalf of the organisation named at 1.3(b) above, where applicable:

Please read the following pages as there is important information contained therein regarding key collection and rubbish disposal amongst other things. Failure to note some of these details could result in your function not being as successful as you would like, and the Village Hall Committee cannot be held responsible if this is so.

Standard Conditions of Hire

These standard conditions apply to all hiring of the Village Hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Booking Clerk should immediately be consulted.

1. Supervision

The Hirer shall, 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 arrangements so as to avoid obstruction of the highway. As directed by the Village Hall, 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.

2. Use of Premises

The Hirer shall not use the premises 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 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.

3. 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.

4. Licences

The Hirer shall ensure that the Village Hall holds a Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence or the Village Hall holds it.

5. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority 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.

- (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. (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.
- (b) In advance of an entertainment or play 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.
 - That any fire doors are not wedged open.
 - That exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.

6. Means of Escape

- (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- (b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

7. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee.

8. 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 but not a thermometer.

9. 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.

10. 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 cartilage thereof or the contents of the premises
- (ii) all claims, losses, damages and costs made against or incurred by the Village Hall management 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 management committee, their employees, volunteers, agent 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), the Hirer shall indemnify and keep indemnified accordingly each member of the Village Hall management 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 management committee and the Village Hall'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.

(c) Where the Village Hall does not insure the liabilities described in sub-clauses (a) (i)(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 hall secretary to rehire the premises to another hirer.

The Village Hall is insured against any claims arising out of its own negligence.
(See Appendix 8 regarding Bouncy Castles.)

11 . Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Village Hall management committee **as soon as** possible and complete the relevant section in the Village Hall's accident book. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). (see Appendix 4)

12. Explosives and Flammable Substances

The Hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
 - (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.
- (see appendix 7)

13. 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 management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

14a. 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. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. 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. No illegal drugs may be brought onto the premises.

14b. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provision of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises.

15. Animals

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

16. Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Village Hall committee with a copy of their Child Protection Policy on request.

17. 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's management 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.

18. 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 total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices. Further detail can be found in Village Hall Information Sheet 34.

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

20. 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.

(see Appendix 3)

21. Noise

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

(see Appendix 2)

22. Stored Equipment

The Village Hall accepts 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 fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Village Hall may, in its discretion in any of the following circumstances, namely-

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

23. 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 Hall Secretary. 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.

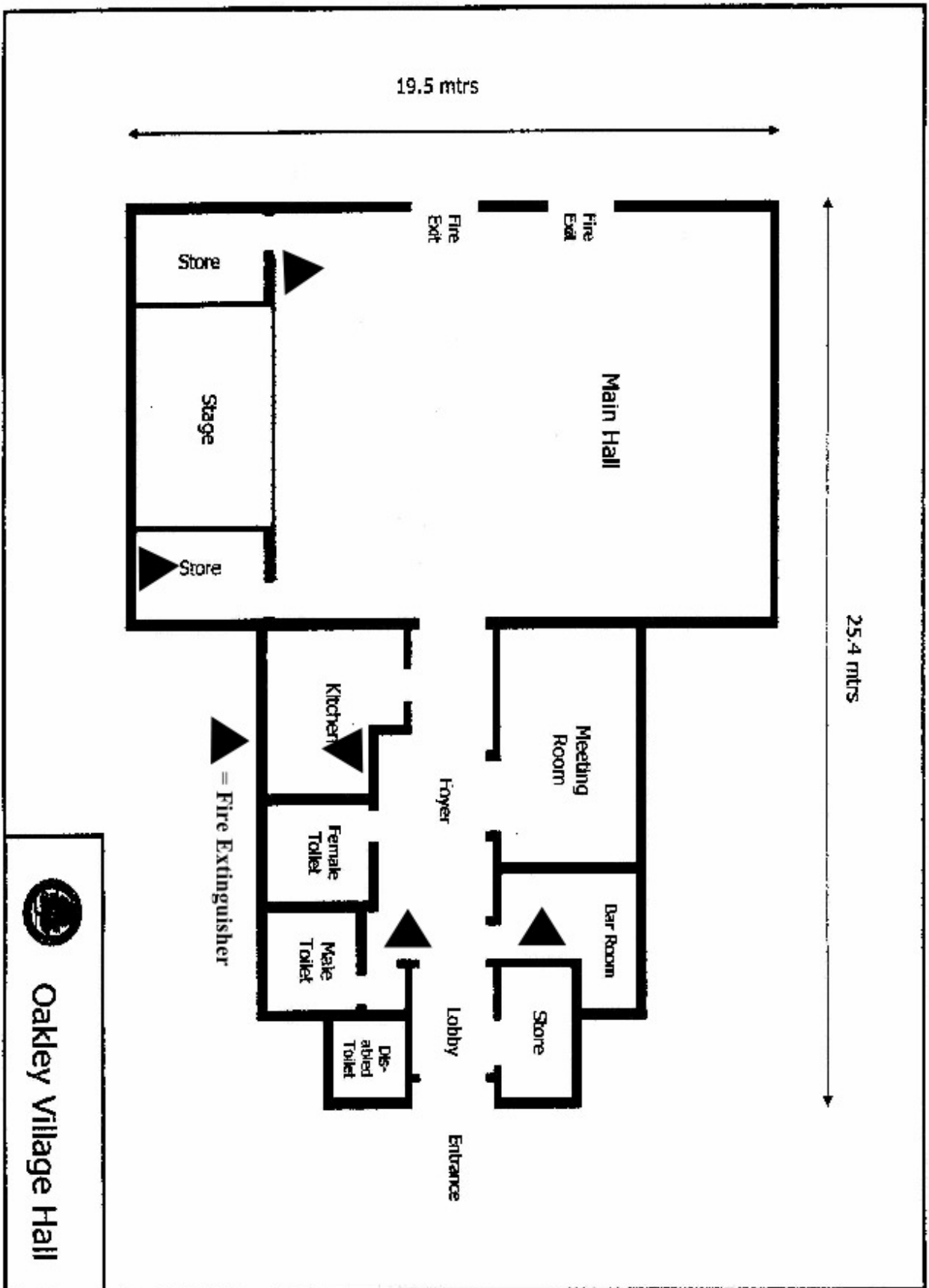
24. No Rights

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

Appendices

1. The hiring of the hall does not include the use of the recreation field nearby
2. Noise levels must be restricted so that no sound shall be audible within any premises in the vicinity of the hall, whether emanating from within the hall or outside. The hall is fitted with a noise limiter. If this is accidentally tripped during initial sound checks it can be reset by means of a reset button on the unit. Clearly this process must not be repeated during the course of the evening nor must the unit be tampered with or by-passed in any way. Spot checks will be carried out. Any infringement will result in loss of the key deposit and closure of the event. The hall has adequate ventilation and the fire doors must not be opened during a hiring except in an emergency.
3. Please make sure that you sweep the main hall floor after use. **All rubbish must be removed and any sacks or containers left inside or outside of the building will result in the loss of your deposit. The bins on the premises are not for the use of the hirers.**
4. The first aid box is located in the main hall inside the cupboard on the left hand side of the stage. There is an accident book inside the box. If an accident occurs please make a note in the book and inform the Hall Lettings Secretary.
5. **Deposits** must be paid within 14 days of receiving the Hiring agreement otherwise the Lettings Secretary will deem that the booking is no longer required. The balance is to be paid at least 14 days prior to the event together with the key deposit except for teenage parties in which case the key deposit must be paid one month in advance
6. **Key Deposits** are collected by cheque and will be forfeited in the event of damage, excessive noise, abuse to the property or if the property is left in an unsanitary condition. Teenage parties carry a deposit of £250 to be paid one month in advance of the booking. These will be banked prior to the event and refunded, if all conditions have been met, within 28 days. For all other bookings the key deposit is £115. These will be retained by us and shredded if all conditions have been met, unless return of cheque is requested in which case a stamped addressed envelope is to be supplied with the cheque.
7. **Disco smoke effects are not permitted** as these set off the fire alarms.

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8. **Use of Bouncy Castles** – The hirer must indicate at clause 1.6 of the hiring agreement if a bouncy castle is to be used. Please note that an extra charge of £5 will apply and fire exits must not be obstructed. The hall insurance does **not** cover accidents on bouncy castles, it is therefore the responsibility of the Hirer to provide such insurance or ensure that the supplier is so covered.



HIRER'S INFORMATION SHEET – TO BE RETAINED BY HIRER

Please take time to read the Standard Conditions of Hire carefully.

**The Hall Caretaker is: - Mr. Dean McFarlane, 59 Lincroft, Oakley, BEDFORD, MK43 7SS.
Tel 07801559320**

The Hall keys should be collected from the Caretaker, Mr. Dean McFarlane. Please contact him **during the week** prior to your hiring date to arrange for the collection of the keys. The keys must be returned within 24 hours but **please note** that all setting up and clearing up must be done within the hire period. 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 your hire period.

All cheques should be made payable to “Oakley Village Hall”.

Key Deposits are collected by cheque and will be forfeited in the event of damage, excessive noise, abuse to the property or if the property is left in an unsanitary condition. No 18th birthday discos will be permitted in the Hall. All teenage parties carry a deposit of £250 to be paid one month in advance of the booking. These will be banked prior to the event and refunded within 28 days of the event if all Conditions of Hire have been met. For all other bookings the Key Deposit to be paid is £115. These cheques will be retained by us and shredded after the event if all Conditions of Hire have been met, unless their return is requested in which case a stamped addressed envelope is to be supplied.

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 will result in forfeiture of your deposit.

Safety

The Village Hall has a **No Smoking Policy**.

The exact location of the nearest telephone, fire exits and fire extinguishers must be noted before the Village Hall is occupied. A sketch plan showing the position of the exits and extinguishers is enclosed. The fire exit doors are fitted with secondary bolts to prevent the doors from being opened except in an emergency. (see below). In an emergency, break the glass tube with the hammer attached to the unit and withdraw the bolt before operating the push bar mechanism.

Hirers must point out the positions and method of operation of the exits to guests/customers at the start of the event.

Regular hirers are strongly advised to carry out an occasional fire drill.

In the event of a fire the Village Hall should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade must be called by dialing 999.

The fire doors must not be opened except in an emergency otherwise loss of key deposit will result.

The hall is air conditioned. The controls are situated in the room to the left of the stage. Press the **top right hand button** on each controller to start the units.

Please use the trolleys provided for moving chairs in order to avoid injury. Please stack chairs and tables in the storeroom in an appropriate manner.

A first aid box is located in the left hand cupboard in the main hall. Please see Appendix 4 of the Standard Conditions of Hire.

Telephone

The Village Hall has no telephone and the nearest one is located in Church Lane outside the BT buildings so you are advised to bring a fully charged mobile telephone for use in case of emergency.

In the event of a dispute, the Hirer shall clearly set out their case in a letter to the Committee within 7 days of notification of a claim. Any direct representations to individual members of the Committee will not be considered. Please address your letter to The Chairman c/o Oakley Village Hall, 26 Church Lane, Oakley, Bedford. The Committee at their next monthly meeting will then consider the letter. The Committee's

decision will be sent to the Hirer in writing with 7 days. Only after this procedure has been followed, should a dispute remain, the Village Hall Chairman will be the final arbiter.

Enquiries regarding the Bar facility are to be directed to tel. 01234 824977. If a bar is being arranged then the whole of the village hall complex will need to be booked.

The Hirer must return with the 50% deposit and the signed Hiring Agreement, certifying that they have read these and agreed to abide by the Standard Conditions of Hire. **The Hall Lettings Secretary reserves the right to consider that the provisional booking is no longer required if the form is not returned within the 14 days specified.**

Use of the cooker and extra crockery and cutlery are available for suitable events at a small additional charge. Please state what is required when confirming your booking. The cooker is kept locked unless specifically hired and the hall does not provide tea towels.

HIRING CHARGES - PER HOUR

As from 01 02 2010

	<u>Residents/Village Organizations</u>	<u>Others</u>
A. Main Hall – minimum letting 2 hours.		
1. Friday and Saturday Evening - 6pm to midnight	£15.50	£18.50
2. All other times	£10.00	£12.50
B. Small Committee Room		
Flat rate at anytime	£6.00	£9.00
C. Whole complex		
1. Friday and Saturday Evening - 6 pm to midnight	£21.50	£27.50
2. All other times	£16.000	£21.50
3. New Years Eve – 6pm – 1 am	£150.00	£200.00
D. Wedding receptions		
9.00a.m.-12.30a.m. the following day (the whole complex must be hired)	£250.00	£300.00
2 hours hire of the hall the previous evening (if available, so book early)	£25.00	£30.00
E. Extra for use of a Bouncy Castle		
(See appendix 7 on Standard Conditions of Hire)	£5.00	£5.00

NOTES

The length of time for which the Village Hall is hired shall include all setting up and clearing up time. The Performing Rights Society levies a charge at all events at which music is played, and the cost of this must be borne by the Hirer of the Village Hall. There is a flat rate of £1.30 per unit, where one unit is up to 20 persons.

For Fire Regulation purposes, the maximum number of persons permitted in the Main Hall for a meeting will be 250, and where tables are to be erected 150. (100 for a full dinner/dance).

Should the Hirer be utilizing the premises for Public Entertainment, then please also see the **Special Conditions of Hire**.

Date of Hiring

Time of hiring from.....to.....@ £.....Per hour.

Total hiring fee £.....

Less deposit £.....To be paid by/...../.....

Balance of hiring fee £.....

Key Deposit £ TOTAL to be paid at least 14 days prior to the hiring £.....