

**BREDON VILLAGE HALL
HIRING AGREEMENT AND STANDARD CONDITIONS OF HIRE
FOR ALL USERS.**

Definitions

For the purposes of this agreement and the conditions of hire, the term "Hirer" shall mean an individual hirer or, where the "Hirer" is an organisation that organisation. "Premises" means those parts of the Village hall stated on the Booking form being those subject to this hire agreement. "Booking" means the contract between the Hirer and Bredon Parish Council as detailed and on the terms of this agreement ("the Booking Form" of which these conditions form part). "Period" means the time or times reserved under these conditions and "the Function" means that described and authorised by the Booking. If the Hirer is in any doubt as to the meaning of any of the following, the Village Hall Manager should be immediately consulted.

1 Hiring agreement

In consideration of the Hire Fee detailed on the Booking Form, the Bredon Parish Council agrees to permit the Hirer to use the Premises for the Function and for the Period(s) described in the booking form. All details inserted in the booking form are part of this Agreement. This Hiring Agreement includes these Standard Conditions and Special Conditions set out in the attached Schedule.

2 Deposit

The Hirer shall pay as a non-refundable a deposit equal to one third of the cost of the booking or £50, whichever is the smaller. The balance of the Hire Fee will be payable not less than 14 days before the Function date.

3 Finish Times

All Functions held between Monday and Friday inclusive must end at 1.00 am and all functions on Saturday and Sunday must end by midnight, unless by prior written agreement of Bredon Parish Council.

4 Alcohol

If the Hirer wishes to serve alcoholic drinks in or on the Premises bar facilities MUST be provided by The Village Hall's nominated person ("The Licensee"). The Jubilee Room must be hired in such instance because the bar facilities are located in that room.

Subject to clause 4, no alcoholic beverages are to be brought onto the Premises. Breach of this clause shall entitle the Licensee to close the bar at any time before or during a function and will entitle the Licensee to compensation for loss of profit and expenses

For a function at which a single small celebratory drink is to be served, this clause may be waived providing the Village Hall manager has given approval in writing at the time of booking.

Breach of clauses 4 shall entitle, the Parish Council to charge the Hirer "corkage" at a rate equivalent to that of the sum required to provide reasonable compensation to be paid to the Licensee for lost revenue.

5 Permitted Number

The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers as laid out in the table below:

	Capacity
The Chandler Room	250
The Old Hall	150
The Jubilee Room	80
Whole Village Hall	400

6 Miscellaneous Provisions

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

7 Age

The Hirer confirms that he or she is not a person under 18 years of age and hereby accepts responsibility for being in charge of and present on the Premises at all times when the public are present and for ensuring that all terms and conditions of this Agreement are complied with. Where the Hirer is an organisation then the Hirer agrees to nominate a person to be responsible as required under this clause and to inform the Village Hall Manager who such person is prior to the event

8 Supervision

The Hirer shall, during the Period, be responsible for:

Supervision and care of the Premises including the fabric and the contents; keeping safe the same from damage however slight; 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.

Bookings require a minimum number of named responsible adults (over 18) to supervise a Function and the Hirer agrees to provide supervisors as laid out below (such supervisor's names to be provided to the Village Hall Manager prior to start of the Function.

The minimum number of supervisors/stewards is as follows:

Up to 50 persons – 3 supervisors

Between 51 – 200 persons – 5 supervisors

Over 200 persons – 7 supervisors

9 Security Deposit and Damage

Bredon Parish Council reserve the right to request a refundable security deposit of up to £500 for certain functions and or groups in addition to any standard deposit taken under clause 2 above. . Such a deposit will be held against any matter arising under clause 14 below. Any security deposit less any deduction shall be refunded within 28 days of the end of the Period.

As directed by the Village Hall Manager in his or her sole discretion, 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.

10 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 except as detailed in Clause 4.

11 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.

12 Licensable activities

The Village Hall holds a Performing Right Society Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. The Hirer will ensure that any other licences required for the Hirer's Function shall be obtained prior to the start of the Function and that the Village Hall Manager is provided with a copy of such licence

13 Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, any Licensing Authority, the Hall's Fire Risk Assessment (a copy of which the Hirer confirms has been made available to the Hirer and which the Hirer confirms to have read) or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the Hall's health and safety policy (a copy of which the Hirer confirms has been made available to the Hirer and which the Hirer confirms to have read)

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).
- 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.

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.

The Hirer shall sign the safety checklist to confirm that such checks have been undertaken.

The Hirer agrees not to permit, and where necessary remove, unsupervised under 16's and not to allow any under fives in the kitchen area.

Means of escape

The Hirer agrees:

To keep all means of exit from the Premises free from obstruction and immediately available for instant free public exit.

That he will keep the emergency lighting supply illuminating all exit signs and routes turned on during the whole of the time the Premises are occupied for the Function

Outbreaks of fire

The Hirer agrees to call the Fire Brigade to any outbreak of fire, however slight, and to evacuate the building immediately and not to re-enter until permission is given by the Fire Officer in charge. Details of any fire or emergency call shall be given to the Manager of the Village Hall.

Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations and where necessary provide properly qualified personnel to prepare/serve food 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 two refrigerators each with a thermometer.

Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the Premises whether in use or not shall be safe, in good working order, and if used shall be a safe manner in accordance with the Electricity at Work Regulations 1989. This includes ensuring any legally required Portable Appliance Testing is undertaken. When using electrical equipment a residual circuit breaker must be used and can be obtained from the Village Hall Manager.

14 Insurance and Indemnity

The Hirer shall be liable for:

(a) 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

all claims, losses, damages and costs made against or incurred by the Parish Council, 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

all claims, losses, damages and costs made against or incurred by the Parish Council, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Parish Council and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Parish Council confirms that it has insurance to insure the liabilities described in sub-clause (a) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clause (a) above. The Parish Council may in its sole discretion claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each of the Parish Council and the Village Hall's employees, volunteers, agents and invitees against (i) any insurance excess incurred and (ii) the difference between the amount of the liability and the monies received under the insurance policy.

(a) Where the Village Hall does not insure the liabilities described in sub-clauses (a) and above, the Hirer agrees to take out adequate insurance to insure such liability and shall produce the policy and current receipt or other evidence of cover to the Village Hall Manager prior to commencement of the Function. In the event of non production by the Hirer (or other suitable evidence of cover) the Booking shall be voidable at the insistence of the Village Hall Manager (without return of any deposit paid) who may in such circumstances let the Premises to another hirer.

The Parish Council is insured against any claims arising out of its **own** negligence.

15 Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the Village Hall Manager **as soon as** reasonably possible. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as possible**.

16 Explosives and flammable substances

The Hirer shall ensure that:

Highly flammable substances are not brought into, or used in any part of the premises and that

No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Parish Council. No decorations are to be put up near light fittings or heaters.

17 Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the Premises without the written prior consent of the Village Hall Manager. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used in any event

18 Drunk and disorderly behaviour and Supply of illegal drugs

The Hirer shall agree to take all reasonable steps to ensure that there is no excessive consumption of alcohol. The Hirer will take all reasonable steps to prevent (and if necessary deal with any) drunk and disorderly behaviour whether on the premises or in its immediate vicinity. Alcohol will not be served to any person suspected of being drunk or 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. The Hirer will take all

reasonable steps to ensure that illegal drugs are not brought onto the Premises, nor consumed in the vicinity.

19 Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Premises, unless agreed to by Bredon Parish Council. No animals whatsoever are to enter the kitchen at any time.

20 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. Checks may also apply where children over eight and vulnerable adults are taking part in activities. Where appropriate and required by law the Hirer shall provide the Parish Council with a copy of their CRB check and Child Protection Policy on request.

21 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.

22 Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers agree to have any necessary copyright licences for film or other media.

23 Internet

The Hirer shall take reasonable steps to ensure that computer users do not view any inappropriate websites and children should be suitably supervised.

24 Cancellation

If the Hirer wishes to cancel the Booking before the date of the Function and the Village Hall Manager is unable to conclude a replacement booking Bredon Parish Council may in its discretion retain or refund the whole or part of any deposit (except security deposit which shall be refunded in any event).

Bredon Parish Council reserves the right to cancel this Booking 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 Parish Council 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 the Function
- (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 Parish Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

25 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) with any contents temporarily removed from their usual positions properly replaced. Breach of this term shall entitle Bredon Parish Council to charge for the costs of doing so

26 Noise

The Hirer shall take reasonable steps to 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.

27 Stored equipment

The Bredon Parish Council shall not be liable 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 a reasonable fee may be charged at the discretion of the Village Hall Manager for each day or part of a day at the Hire Fee per hiring until the same is removed.

The Village Hall Manager may, use his discretion to 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) in any of the following circumstances:

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

28 No alterations

No alterations or additions may be made to the Premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Premises without the prior written approval of the Village Hall Manager. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall Manager remain in the Premises at the end of the hiring and become the property of the Bredon Parish Council. The hirer agrees to make good

to the satisfaction of the Village Hall Manager any damage done by any fixture or its removal.

29 No rights

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

30 Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be permitted.

31 Enquiries and Complaints

Any enquiries or complaints should initially be made to the Village Hall Manager, however if any complaints remain unresolved they should be brought to the attention of the Chair of the Village Hall Management Committee in writing.