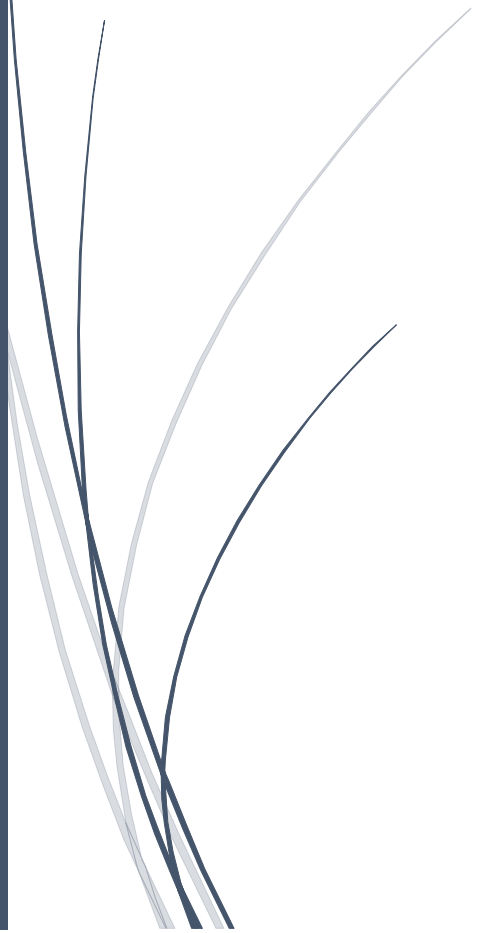


HVH Hire Agreement



Harby Village Hall - Hire Agreement

Parties

This Agreement is made between the Management Committee of Harby Village Hall ("Village Hall") as set out in clause 1.1 of this Agreement and the person or organisation named in clause 1.2 of this Agreement ("Hirer").

AGREED as follows:

In consideration of the Hire Fee and based on the details submitted in clauses 1 and 2 below, which form the terms of this Agreement, the Village Hall agrees to permit the Hirer to use the premises for the purpose and for the period described. This Hire Agreement includes any Special Conditions as set out in the attached Schedule and any additional conditions imposed under the Premises Licence (if any).

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.

1.1 Harby Village Hall

1.1.1 Village Hall Booking Number: 01949 480 444

1.1.2 Village Hall Booking Email: bookings@harbyvillagehall.co.uk
All Charity Trustees are Authorised to Represent Harby Village Hall

1.1.2 Registered Charity Number: 1071575

1.1.3 Address:

Harby Village Hall, 40 School Lane, Harby, Leicestershire LE14 4BZ

1.1.4 Harby Village Hall Telephone Number:

01949 861158 (for incoming calls and outgoing emergency calls only)

N.B. – This is the Village Hall landline telephone number and is unattended. Please use the booking number detailed at point 1.1.1 for all bookings and enquiries!

1.2 Hirer

1.2.1 Name:

1.2.2 Organisation:

1.2.3 Name of Organisation's Authorised Representative (if appropriate):

1.2.4 Address:

1.2.5 Telephone Number:

1.2.6 Email:

1.3 Hire Fee

1.3.1 Individual Events:

Defined as any hall hire that will not be repeated on a regular basis.

An individual event may be over several concurrent days but not over multi-split days.

Date of hire:

Time:

Number of hours @ £ per hour = £

Special Deposit £

(refunded if hall left in good condition – see paragraph 1.5.4 of the Agreement)

Bar Deposit £40.00 (if appropriate) £

(see paragraph 5 of the Standard Conditions)

LESS: Non-refundable deposit (50% of the cost of the booking) £ Due by

BALANCE £ Due by

Commercial Use? Yes/No

- All cheques should be made payable to Harby Village Hall
- The Special Deposit will be refunded within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the Village Hall about noise or other disturbance during the period of the hire as a result of the hire.

1.3.2 Regular Events:

Defined as any event that occurs at regular intervals for a set amount of time.

Regular event bookings can be made for no longer than 24 months.

Date of hire:

Time:

Number of hiring's @ £ per session / hour

Total for month / quarter: £

Commercial Use? Yes/No

- All cheques should be made payable to Harby Village Hall

1.4 Premises

1.4.1 Area/Areas of Village Hall to be hired: (Please tick as appropriate)

- Main Hall
- Kitchen
- Bar
- Backroom
- Stage

1.4.2 Storage (Please detail any storage requirements)

1.5 Purpose of Hiring

1.5.2 Is this a public or private event? Public/Private

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

1.5.4 Cleaning of the hall.

The Village Hall undertakes to ensure that the hall, the toilets, the kitchen, the bar, the backroom and the stage are kept clean and tidy. The Hirer agrees to clean the area or areas hired at the end of their hire period.

The Village Hall reserves the right to retain the Special Deposit or part thereof, as set out in section 1.3.1 of the Hire Agreement.

Regular Hirers of the hall are expected to clean the hall ready for the next hirer at the end of each of their regular hires. The Village Hall reserves the right to charge Regular Hirers an Additional Hall Cleaning Fee, as set out in section 22 of the Standard Conditions.

2. Licensing

2.1 The Village Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated. Please refer to paragraph 5 of the Standard Conditions of Hire and confirm below which licensable activities will take place at your event:

Activity	The hall is licensed for	Indicate activities to take place at your event (must be completed by the hirer)
a. The performance of plays	Yes	
b. Indoor sporting events	Yes	
c. The performance of live music	Yes	
d. The playing of recorded music	Yes	
e. The performance of dance	Yes	
g. Making music	Yes	
h. Dancing	Yes	
k. Entertainment similar to those in a. - h.	Yes	
m. The sale of alcohol	Yes	

2.2 If you have indicated at (m) in the table above that alcohol will be available at your event then by signing this Agreement you confirm that that you have read, understood and agree to comply with the requirements of paragraph 5 of the Standard Conditions of Hire.

2.3 Any Special Conditions will be detailed below:

Special Conditions (if any)

Signed by the person named at 1.1.1 above, duly authorised, on behalf of the Village Hall

Print Name	
Signed	
Dated	

Signed by the person named at 1.2.1 or 1.2.3 above, duly authorised, on behalf of the organisation named at 1.2.2 above, as applicable

Print Name	
Signed	
Dated	

Standard Conditions of Hire

(N.B. These conditions are based on the model Hiring Agreement drawn up by “Action with Communities in Rural England (ACRE)” and approved by the Charities Commission)

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 Hirer should contact a representative of the Village Hall.

1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for ensuring that all conditions under this Agreement relating to the management and supervision of the premises are met.

2. Supervision

The Hirer shall, during the hire period, be responsible for: the 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. The Hirer may be represented by their Authorised Representative (see clause 1.2.3 of the Hire Agreement) if appropriate.

3. Use of premises

The Hirer shall not use the premises for any purpose other than that described in the Hire 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.

4. 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.

5. Licensable activities

The Hirer shall ensure that the Village Hall holds a Performing Right Society Licence which permits the use of copyright music in any form eg record, compact disc, tape, 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 either they hold the relevant licence or that the Village Hall holds it.

Where a licensable activity is to take place, the Hirer is advised that there is a copy of the conditions of the Premises Licence in the Main Hall or can be obtained from the Village Hall. The Hirer agrees to comply with all obligations therein.

In order to hold a licensable activity on the premises or on part of the premises not covered by the Village Hall's Premises Licence or where the Village Hall does not have a 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 Village Hall 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 Village Hall and local voluntary organisations.

If the booking includes for the provision of the Village Hall bar, then only drinks purchased from the bar will be permitted to be consumed on the premises. Should it transpire that drinks other than those bought at the bar are being consumed, then the bar will be closed immediately.

The Licensee is responsible for the management of the bar and of the hall at all times that the bar is open for the sale of alcoholic and non-alcoholic drinks and should he/she have concerns about the behaviour of guests using the hall and the bar facilities then they shall take whatever action they deem appropriate. Their decision is final.

The Hirer may sell alcohol on the premises, without hiring the Village Hall bar, only with the written approval of the Licensee. The Licensee may refuse his/her permission without providing any justification. The Licensee will only provide permission once the Hirer has agreed to pay an additional service and administration charge of £40.

The Hirer may provide (at their expense) alcohol free of charge but should notify the Licensee before the commencement of the hire. The Licensee reserves the right to stop the Hirer from providing alcohol at any time for any reason.

6. Public safety compliance

The Hirer agrees not to exceed the maximum permitted number of people including the organisers/performers.

Village Hall	200 people
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The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority and the Village Hall's 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. The Hirer shall also comply with the hall's Health and Safety policy.

The Hirer acknowledges that they have received instruction in the following matters:

- i. The action to be taken in event of fire.
 - a. This includes calling the Fire Brigade and evacuating the hall.
 - b. The location and use of fire equipment (diagrams of location are available from the Hall Manager).
 - c. Escape routes and the need to keep them clear.
 - d. Method of operation of escape door fastenings.
 - e. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- ii. In advance of an entertainment or play the Hirer shall check the following items:
 - a. That all fire exits are unlocked and panic bolts in good working order.
 - b. That all escape routes are free of obstruction and can be safely used.
 - c. That any fire doors are not wedged open.
 - d. That exit signs are illuminated.
 - e. That there are no obvious fire hazards on the premises.

7. 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).

8. Emergency Telephone

There is an emergency telephone located in the foyer. Telephone no. 01949 861158.

This can be used for out-going emergency calls and can receive in-coming calls only.

9. 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.

10. 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.

11. 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 the Village Hall, 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, 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 Village Hall and their 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, at 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 and their 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) (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. Failure to produce such policy and evidence of cover will render the hiring void and enable the Village Hall to rehire the premises to another Hirer. The Village Hall is insured against any claims arising out of its **own** negligence.

12. Accidents, dangerous occurrences, outbreaks of fire and equipment failure

A first aid box is provided and is situated in the kitchen on the left hand side of the cooker under the First Aid sign. **Please inform the Booking Contact should any items be used.**

The Hirer must report all accidents involving personal injury to the Booking Contact as **soon as possible** and complete the relevant section in the Accident Book which is located in the kitchen so that the incident may be reviewed and any appropriate action taken.

The Fire Brigade shall be called to any outbreak of fire, however slight. Details shall be reported to the Booking Contact and entered in the 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**.

13. 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) are erected without the prior consent of the Village Hall.

14. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the prior consent of the Village Hall. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

15. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the Village 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.

16. 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.

17. 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 and, from 2010, comply with ISA requirements 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 with a copy of their CRB check and Child Protection Policy on request.

18. 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 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.

19. 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.

20. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

21. Cancellation

If the Hirer wishes to cancel the booking before the date of the event the following hire charges will apply:

Notice of cancellation received:

- more than 13 weeks before – no charge
- between 13 and 10 weeks before - 30% of the full booking fee
- between 9 and 6 weeks before - 50% of the full booking fee
- between 5 and 2 weeks before - 90% of the full booking fee
- less than 2 weeks before - 100% of the full booking fee

The Village Hall reserves the right to remove any fee for cancellations, in full or in part.

The Village Hall reserves the right to cancel the 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 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 damage whatsoever.

22. 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.

Cleaning expectations:

The Village Hall expects that the following cleaning shall be undertaken by the Hirer after each hire period. Only those actions relevant to the area hired are expected to be completed.

- Toilets are cleaned
- Toilet floors are swept and mopped
- Hall floor is swept, mopped and any rubbish removed to the appropriate bin
- All used glassware is washed and returned to its original location
- All bar surfaces are cleaned and tidied
- Bar floor is swept and mopped
- All chairs and tables are returned to their correct locations
- All kitchen surfaces are cleaned with an anti-bacterial surface cleaner
- Kitchen floor is swept and mopped

Additional Cleaning Charges:

Should the Village Hall be found to have been returned at the end of a Regular Hirer's hire period in a condition that does not meet Village Hall expectations, or complaints are received from other Hirers that relate to the cleanliness of the Village Hall after a Regular Hirer's hire period, the following charges may be levied against the Regular Hirer:

Main Hall Cleaning Charge (Inc. toilets)	-	£40.00
Kitchen	-	£20.00
Toilets	-	£20.00
Backroom	-	£20.00
Stage	-	£20.00
Whole Hall Clean	-	£80.00

The Regular Hirer agrees to pay these additional charges as part of the next available invoice period.

23. 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.

24. 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 use its discretion 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. This may result in the Village Hall disposing 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.

25. Alterations, fixtures and decorations

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. 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.

The Hirer shall not use drawing pins, staples, sellotape, blu-tack or any sticky substance (except for white-tack) on the walls or other surfaces and should seek written approval from the Village Hall if notices or decorations are required to be put up. Such decorations should not be fixed near light fittings or heaters.

26. Damage or Loss

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.

27. No rights

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

28. Dangerous and unsuitable performances

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

29. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. In addition to being a no-smoking facility, the use of electronic cigarettes is also prohibited.

30. Loss of property

The Village Hall does not accept responsibility or liability for any damage or loss of property of items that are placed on the premises whilst the hall is in use.

31. Hall maintenance

The Village Hall will make all reasonable endeavours to carry out hall maintenance during times when the hall is not being hired. The Village Hall reserves the right to carry out hall maintenance works during times when the hall is in use on the following conditions:

- i. The maintenance work is critical and/or;
- ii. The maintenance work cannot be scheduled for a time when the hall is not hired.
- iii. The Village Hall will provide, if possible, a minimum of 72 hours' notice, unless the maintenance works are deemed critical, in which case;
- iv. The Village Hall reserves the right to gain access to the hall at any time and without notice.

32. Finish Time

The Village Hall must be vacated by midnight of the day of the hire unless otherwise previously agreed with the Village Hall and covered by any relevant licenses.

33. Chair and Table Storage Area

The chair and table storage area is to the right of the stage.
Please note that this is a fire exit route and must be kept uncluttered at all times.
Stack all chairs so that they face the wall and ensure that the large tables are stacked neatly behind the door and retained with the baton. Small tables should be retained by the chain.

34. Wi-Fi Access

Should the Hirer wish to make use of the hall's Wi-Fi System then they should familiarise themselves with the Wi-Fi Access Acceptable Use Policy. By signing this Agreement the Hirer has confirmed that they will comply with this policy. They will then be provided with the appropriate password.

35. Instruction Sheets for the Use of Village Hall Equipment

Hirers must familiarise themselves with the Instruction Sheets located in the kitchen and adhere to these instructions when using Village Hall equipment.

36. Problems

Should any problems be encountered during the hire period, the Hirer should record these in the Comments Book which is located in the kitchen and report them to the Booking Contact.

37. General

This Agreement shall be governed by and interpreted in accordance with the Laws of England.

This is the complete and exclusive statement of the Agreement between you and us.

The terms of this Agreement supersede any prior Agreement between both parties.

Both you and we submit to the exclusive jurisdiction of the Courts of England.

No variation to the terms of this Agreement shall be valid unless in writing and signed by authorised signatories of both parties.

Booking Contact

E-mail: bookings@harbyvillagehall.co.uk Telephone: 01949 480 444

Alternatively: harbyvillagehall@outlook.com

Web URL: www.harbyvillagehall.co.uk