# WILSTEAD VILLAGE HALL HIRE AGREEMENT

The Village Hall	Hirer:			
("Village Hall Management Committee")	Organisation (if applicable)			
Authorised Representative(s):				
Roisin Whittle				
Address:	Address:			
9 Pollards Close				
Wilstead				
MK45 3HA	Email:			
wilsteadvhbookings@btinternet.com	Tel No: Home:			
Phone: 01234 740935	Mobile No:			
<b>Note:</b> Person(s) signing must be 18 years of age or over				

Registered charity no: 300083

# AGREED as follows:

In consideration of the hiring fee the Village Hall agrees to permit the Hirer to use the premises:						
(Delete as appropriate)	Main Hall	Meeting Room	Kitchen	Bar	Stage	
For the purpose of (e.g. Children's party, meeting)						
On -						

### Hiring time -

Hiring Fee: Subject to annual review on April 1<sup>st</sup>

The charge payable will be the charge applicable on the day of hire. This fee includes tables, chairs, cutlery and crockery etc. All breakages must be paid for.

The 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 during the period of hiring and as a result of the hiring, the hall is vacated by the time stated in this agreement and is left in a satisfactory condition.

Booking Deposit (*Payable on the signing of this agreement*)

Balance (Payable 28 days before the date of the event for which the hall is hired)

Please pay by BACS 60-02-13 51602997 or cheques, payable to Wilstead Village Hall..

The Hirer's authorised representative will be present during the hiring and agrees to perform the provisions and stipulations contained or referred to in the Village Hall's Standard Conditions of Hire together with the Special Conditions (if any) set out in the Schedule attached.

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.

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

By signing this form, you consent to this information being held by the Wilstead Village Hall Management Committee. The information is held solely for the purposes of managing this hiring in accordance with the Village Hall Data Protection Policy and complies with the Data Protection Act 1998 and the General Data Protection Regulations.

It is hereby agreed that the Standard Conditions of Hire, together with **new additional conditions of hire regarding Covid-19**, and any Special Conditions of Hire contained in the Schedule attached, shall form part of the terms of the Hiring Agreement unless specifically excluded, and I agree to be bound by the Standard Conditions Of Hire attached.

Signed by the Hirer or authorised representative: Da

Dated:

The Village Hall reserves the right to refuse a booking that is considered inappropriate CARETAKERS NO: 07534627076

# Standard Conditions of Hire

#### Smoking, including the use of vapour and e-cigarettes, is not permitted in Wilstead Village Hall

These standard conditions apply to all hiring of the Hall. If in doubt, consult the Secretary or Booking Clerk.

- 1 <u>Supervision</u> 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 or change of any sort and the behaviour of all persons using the premises whatever their capacity; including proper supervision of car parking arrangements. Children should be supervised at all times. They should not be permitted to play on the stage.
- 2 <u>Use of Premises</u> The Hirer shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or allow the premises to be used in any unlawful way. The Hirer shall not do anything or bring onto the premises anything which may render invalid any insurance policies in respect of the Hall. If using the Stage, for Safety reasons the Hirer must warn all Users of its height.
- 3 Licences The Hirer shall be responsible for obtaining such licences as may be needed.
- 4 <u>Gaming, Betting and Lotteries</u> 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 <u>Indemnity</u> The Hirer shall indemnify the Village Hall against (a) the cost of repair of any damage done to any part of the premises including the curtilage or contents and (b) all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises by the Hirer.
- 6 Accidents and Dangerous Occurrences The Hirer must report all accidents involving injury to the public to a member of the Village Hall 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 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.
- 7 <u>Animals</u> No animals, except guide dogs, are allowed on the premises, other than for a special event agreed to by the Village Hall.
- 8 <u>Cancellation</u> 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 byeelection
- (b) The Village Hall reasonably considering that such hiring may lead to a breach of legal or statutory requirements, or unlawful or unsuitable activities will take place at the premises, as a result of this hiring.
- (c) The premises becomes unfit for the use intended by the Hirer.

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.

- 9 End of Hire The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge. The Caretaker will unlock the hall at the beginning of the hiring and secure the hall at the end of the hiring. The Hirer shall ensure that the Hall is not unattended at any time during the hiring nor at the end until the Caretaker takes charge.
- 10 <u>Noise</u> The Hirer shall ensure that noise is kept to a minimum on arrival and departure, particularly late at night and early in the morning, and also ensure that noise during a hiring is such as not to cause annoyance to residents in the locality or injury to any person.
- 11 <u>Hirer's Equipment</u> The Village Hall accepts no responsibility for any equipment or other property bought onto or left at the premises. Equipment must comply with current safety regulations. All property must be removed at the end of each hiring or fees will be charged. After 7 days the Village Hall may, at its discretion, dispose of any such items as it thinks fit, and charge the Hirer any costs incurred.
- 12 <u>No Alterations</u> 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. Therefore, **no use of adhesives on walls or any paint work**. If the Hirer wishes an agreed alteration, fixture, fitting or attachment to remain in the Hall, this must be approved by the Village Hall. As directed by the Hall Secretary, the Hirer shall make good or pay for any alteration or damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

#### **Schedule of Special Conditions**

# Smoking, including the use of vapour and e-cigarettes, is not permitted in Wilstead Village Hall

#### Special conditions of Hire to comply with the Public Entertainment Licence issued under the Local Government (Miscellaneous Provisions) Act 1982

- 1 The Hirer's attention is drawn to the conditions of the Public Entertainment Licence for the premises.
- 2 The Hirer, not being a person under 18 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 conditions of the Public Entertainment Licence relating to management and supervision of the premises are met.
- 3 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.
- 4 In advance of the 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.
- 5 There shall, in addition to the Hirer, be a minimum of 3 competent attendants on duty on the premises to assist people entering and leaving, none of who shall be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be not less than 4. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the Fire Brigade and evacuation procedure.

#### Capacity

6 The number of people on the premises shall not exceed 200 (the number permitted under the entertainment or premises licence granted in respect of the premises, hereinafter called 'The Licence')

#### Means of Escape

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

#### **Outbreaks of Fire**

**9** 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.

#### **Dangerous Performances**

**10** Performances involving danger to the public shall not be given.

# **Explosives and Flammable Substances**

- 11 Highly flammable substances shall not be brought into, or used in any portion of the premises e.g portable gas cookers.
- 12 All combustible decorations (for example sets and props) must be treated with a fire retardant.

# Heating

**13** No heating appliances shall be used on the premises without the consent of the Management Committee.

# Hours of Opening

14 The premises shall only be used for public entertainment Monday to Saturday up to the hours of 23.30 and Sunday 22.30 unless special permission has been issued by the Management Committee. Under exceptional circumstances it may be possible to extend this time. However, the Management Committee has the ultimate authority on this subject and NOT Bedford Borough Council. Any written application to Bedford Borough Council must be made with the permission and through the Management Committee.

# Smoking, including the use of vapour and e-cigarettes, is not permitted in Wilstead Village Hall

The Hirer is recommended to take out adequate insurance to insure the Hirer and members of the Hirers' organisation and invitees against all claims arising as a result of the hire.

Wilstead Village Hall does not provide tea towels or dishcloths. Please bring your own items to ensure that at the end of your hire period the kitchen and crockery is in a clean and dry condition. Please bring bags to take away your rubbish so as to leave the hall in a clean and tidy state.

<u>Safety</u>: In the event of a fire, the Hall should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999. There is NO telephone in the Hall

The exact location of the Fire Doors and Fire Extinguishers must be noted before the Hall is occupied and the manner of opening Fire Doors should be made known to your guests. (A sketch plan showing these is shown on this page).

**<u>Car Parking</u>**: The Hall is sited on a public road and this must not be obstructed. All visitors to the Hall are requested to park their vehicles in the Village Car Park in Whitworth Road, a few yards up the road. There are 2 parking spaces at the front of the Hall for Disabled Parking only.

**Hall Entertainment Licence**: The Entertainment Licence is up to 23.30 Monday to Saturday and Sunday 22.30. After this time, only those helping to clear up should be in the Hall. Failure to comply with this will result in the forfeiture of your deposit.

**Consideration for Others**: Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk is disturbing to local residents. Please leave the Hall clean and tidy. In particular we ask you to ensure that table tops are wiped clean before being put away.

Any comment or observation that you may have regarding your hire should be addressed to the Management Committee.

