Rauceby Village Hall Hiring Agreement

This document is a modification of a Model Hiring Agreement provided for Village Halls by ACRE (Action with Communities in Rural England), 2016 edition.

It must be completed in conjunction with **Rauceby Village Hall’s** Standard Conditions of Hire for all users, which can be found on our website https:// [www.raucbyvillagehall.com](http://www.raucbyvillagehall.com) or which is available as an electronic or hard copy on request.

PARTIES**:**

(i) **Rauceby Village Hall**, managed by its Committee.

(a) Registered Charity No: **121055**(b) Authorised Representative:

 Claire Enstone - Bookings Secretary **email:** **Raucebyvillagehall@gmail.com**

(ii) The Hirer:

1. Name: ………………………………………………………………………

1. Organisation

(if applicable): ………………………………………………………………………

1. Name of Organisation’s Authorised Representative, if other than the Hirer:

………………………………………………………………………

1. Address: ……………………………………………………………………….

.………………………………………………………………………

Postcode: ...........................................

Tel No: ……………………………………………………………

Email: ……………………………………………………………

Date: …………………………………………………………….

AGREED as follows:

1. Throughout this Agreement:

1. **Rauceby Village Hall** is referred to as “we”; “our” is to be construed accordingly and “we”and

“us” mean and include the Village Hall’s charity trustees, employees, volunteers, agents and invitees.

1. the person or organisation named as The Hirer above is referred to as “you”; and “your” is to be construed accordingly; “you” also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees.
2. where you must seek our consent, tell us about something or give us something, you must speak to the Hall Bookings Secretary and seek their consent or, if that person is not available, from any of our Committee members.

1. In consideration of the hire fee described in clause 2.2, we agree to permit you to use the rooms you requested, as described in clause 2.4, for the purpose described in clause 2.5 for the period(s) described in clause 2.1. The details inserted in sub-clauses 2.1 to 2.5 below and the answers to the questions in sub-clauses 2.6 to 2.10 are terms of this Agreement. This Agreement includes the Standard Conditions of Hire set out on our website as detailed above.

2.1 Date(s) required (complete sections a) or b) as appropriate):

1. For Hirers for an individual event:

Date of event ………………………………………

Time required (Hours) …………. From ……………………………………

Preparation and clear-up time, if necessary: …………

OR

1. For those we designate as regular hirers:

Day(s) ……………………………………… Month …………………………………..

Time required (Hours) …………. From ……………………………………

Preparation and clear-up time, if necessary: …………

For regular Hirers, this Hiring Agreement will remain effective for 12 months from the date of signing, at which time application to extend can be made.

2.2 Hire Fee to be paid in advance:

 Security Deposit **£**

 Hire Fee **£**

Payments by bank transfer only must be made to the Bookings Secretary, using:

Account: **Rauceby** **Village Hall**

Sort Code: **30 54 66**

Account Number: **25142568**

2.3. Commercial hire

If yours is a commercial hire, i.e. a hire by a business or an individual whose hiring is in furtherance of their business, the main goal of which is to earn a profit from the sale of products and/or services, you must understand that it is important that commercial use of a charitable hall does not interfere with its prime use, which is for the benefit of local inhabitants. Village halls are usually held on strict trusts which require the management committee to ensure that the hall is administered in accordance with those trusts. Accordingly we are bound to preserve and hereby reserve the right to terminate this Agreement by not less than seven days’ notice in writing to you in the event of the hall being required on the same date/time for the fulfilment of its charitable purposes.

In the event of such termination by us, we will refund to you all monies paid by you to us. We will not, however, be liable to make any further payment to you in respect of expenses, costs or losses incurred directly or indirectly by you in relation to any such termination.

* 1. Rooms required:

Main Hall Yes / No

Small room Yes / No

Kitchen Yes/ No

* 1. Purpose/description of hiring:

…………………………………………………………

* 1. Will tickets be sold for your event? Yes / No 2.7 Is food to be provided at the event? Yes / No
	2. Is alcohol to be provided at the event? Yes / No
	3. Will there be exhibition of a film? Yes / No

2.10. Will live or recorded music be played? Yes / No

2.11 Is this a public event? Yes/No

1. Permitted numbers:

You agree not to exceed the maximum permitted number of **110** people in the village hall.

1. Licences:

We do not have a Premises Licence for the sale of alcohol. This Agreement gives permission to you for a performance of live music, the playing of recorded music, or an exhibition of a film, but only in accordance with the Deregulation Act 2015. [see: https://www.legislation.gov.uk/ukpga/2015/20/section/76]

1. You are responsible for ensuring that screenings of film abide by age classification

ratings;

1. You agree that if regulated entertainment outside of the Deregulation Act 2015 is to be held you will obtain our consent to give notice of a Temporary Event Notice (TEN) to the licensing authority; North Kesteven District Council.
2. You agree to obtain our consent to give notice of your intention to provide alcohol at the event and to give notice of a TEN to the licensing authority.

If you fail to comply with (i), (ii) or (iii) above, we will cancel the hiring without compensation. This is because ther23e is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.

1. You, or any person representing you during the hiring session agree to comply fully with this Agreement and agree with us being present if necessary during the hiring.

1. We and you hereby agree that our Standard Conditions of Hire, together with any additional conditions imposed under a Premises Licence or that we deem necessary, form part of the terms of this Agreement unless we and you agree in writing and by signing this Agreement you confirm that you have also read, and will abide by, **Rauceby** **Village Hall’s:**

 **Health & Safety & Fire Safety- see Standard Conditions of Hire and APPENDICES A & B** **attached.**

1. 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.
2. We are fully compliant with the General Data Protection Regulations (GDPR) and by signing this Agreement you agree that your data can be kept for booking purposes and for the proper administration of **Rauceby Village Hall.**

1. **Safeguarding children, young people, and adults at risk:** You must ensure that any activities for children, young people (under 18 years) and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation.

The hall committee are required to ensure that all hirers of the hall have signed a hiring agreement.

This will require All hirers, who wish to use the hall for activities that include children and adults at risk, are to either

* 1. produce a copy of their Safeguarding Policy and evidence that they have carried out relevant checks through the Disclosure and Barring Service (DBS) when requested to do so **or,**
	2. confirm that they have understood and will adhere to the hall’s principles and procedures with regard to safeguarding.

If/when requested, you, the lead hirer, must provide us with a copy of your Safeguarding Policy and evidence that relevant checks have been carried out through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported to the safeguarding lead.

**The above paragraphs do not apply to the hire of the hall for private parties arranged for invited friends and family**

1. Digital signatures of either Party to this Agreement are acceptable. These digital representations of a handwritten signature hold the same authority as if they were the original.

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Confirmation of your acceptance of this Agreement must be provided to our Bookings Secretary by returning, either:

1. a completed, dated, paper copy of this Agreement with your handwritten signature in the space provided; or

1. a dated, digital copy of this Agreement, fully completed including with your name in the signature space, returned to us on an email which must include the words, ‘I/We agree to the terms of the attached Hiring Agreement’.

………………………………………………………………………………………

(Duly authorised, on behalf **of** Rauceby Village Hall)

Hirers Signature: …………………………………………………

Dated: ………………………………………………………….

**RAUCEBY VILLAGE HALL**

# 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 Bookings Secretary should immediately be consulted **email: kate.b8@gmail.com**

## 1. Age

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, under this Agreement, relating to management and supervision of the premises are met.

## 2. 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. 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.

## 3. 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 **or unsuitable** 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. The Hirer shall not use adhesive (except for white-tack) on the walls or other surfaces, and should ask the Bookings Secretary if notices or decorations are required to be put up. Do not fix decorations near light fittings or heaters. The hirer must remove their decorations and all associated materials before they leave. The use of ‘party poppers’, streamers, confetti is not permitted as these can stain the wooden floor.

**In particular, fireworks and activities such as bouncy castles or other inflatables, fly walls, bungee equipment, trampolines, contact sports ( including martial arts) and any activities similar to the forgoing are not allowed.**

4. **Insurance and indemnity**

 (i) You are liable for:

* + 1. costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents
		2. costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WiFi service (if any)
		3. 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 your use of the premises (including the storage of equipment) and your use of our WiFi service (if any), and
		4. all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service (if any), and subject to sub-clause 4(ii), you must indemnify us against such liabilities.
	1. Subject to the exclusion of certain hazardous activities, Rauceby Village Hall

Management Committee’s insurers provide public liability insurance cover up to £2,000,000 ( two million pounds ) for those that use the hall for **private or social** **purposes**. **Bouncy castles and fireworks are specifically excluded from this public liability insurance. A fuller list of exclusions are listed in 3 above.**

* 1. **Commercial users** ( defined as individuals, groups or organisations who seek to make a profit or financial gain out of using the building ) and **political or lobbying** **groups** **are not covered** by the Management Committee’s Insurance policy and must arrange their own insurance
	2. Where we do not insure the liabilities described above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Bookings Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

 **Claims may be judged invalid if any hirers or users fail to observe the:**

1. Terms and Conditions of Hire
2. Guidelines and notices issued or erected by the Management Committee
3. Relevant Licensing conditions

## 5. 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.

## 6. 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, e.g. record, compact disc, tapes, radio, television or by performers in person. If 1other 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.

## 7. Public safety compliance

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

1. 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 ( see attached plan ) 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.

1. In advance of an entertainment 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. Naked flames (e.g. T-Lights or candles) are not allowed. **8. Means of escape**

1. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
2. 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). **9. Outbreaks of fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the **Health & Safety Officer** **Liz Hewitt email: lizhewitt@outlook.com**

## 10. 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.

## 11. 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.

## 12. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the **Health & Safety Officer** **Liz Hewitt email: lizhewitt@outlook.com** 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 Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in the following way:

## Telephone: 0845 3009923

**13. Explosives and flammable substances** The hirer shall ensure that:

1. Highly flammable substances are not brought into, or used in any part of the premises and that
2. 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.

## 14. 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.

## 15. 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.

## 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 management committee 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’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.

## 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 4 weeks before – no charge. 90% of the full booking fee less than 2 weeks before . The village hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

1. the premises being required for use as a Polling Station for a Parliamentary or Local

Government election or by-election

1. 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
2. the premises becoming unfit for the use intended by the Hirer
3. 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.

## 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.

## 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 management committee 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. 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 Bookings 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 hall or, if any damage caused to the premises by such removal.  **26. No rights**

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

**27. Dangerous and unsuitable performances**

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

## 28. 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 nosmoking facility, the use of electronic cigarettes is also prohibited.

## 29. Rauceby Pre-school Equipment

Please do not use the toys and equipment that are the property of Rauceby pre-school. They are located mainly outside and at the rear of the hall as well as the cupboard furthest from the main entrance.

## 30. Drop-off and Loading

Please only use the small lay-by directly outside the village hall when loading and unloading. This is not intended to be used as a car parking space. When used as such it causes traffic problems for emergency or large vehicles. Try to ensure guests park on one side of the road in order to be considerate to other road users.

**31. Nappies**

Disposable nappies are to be disposed of in the outside bin.

## 32. Leaving the building

On leaving the premises, please ensure all lights and other electrical equipment is switched off. If you are leaving the when its dark, there is a timed switch by the front door for the outside light.