

Agreement for the hiring of Hawkesbury Upton Village Hall

Definitions

In this Agreement:-

'we' 'us' 'our' mean the Charitable Incorporated Organisation known as Hawkesbury Hospital Hall registered at the Charity Commission under no. 1176993 including its charity trustees, employees, volunteers, agents and invitees.

'you' 'yours' mean the individual hirer identified on the booking form and 'your invitees' means anyone attending at the hall as a result of your booking

'booking form' means the booking form provided by us and submitted by you online through our website or by any other means

'the hall' means Hawkesbury Upton Village Hall

'the premises' means those parts of the hall stated on the booking form as being subject to the hire to you

Hiring Agreement

1. Your booking is provisional until approved by us. Upon confirmation of your booking by us this Hiring Agreement shall come into effect.
2. In consideration of the hire fee specified on the booking form we agree to permit you and your invitees to use the premises for the purpose and for the period specified on the booking form. The booking form forms part of this Agreement as do the Conditions of Hire set out below and any special conditions you are made aware of as part of the booking process
3. Hire of the hall and/or the meeting room includes the use of such space plus the use of tables, chairs, the kitchen, appliances, utensils and like items.

Conditions of Hire

1. Age

You, not being a person under 18 years of age, accept responsibility for being in charge of the premises during the period of hire. You or a responsible adult nominated by you must be on the premises at all times during the period of hire in order to ensure that these Conditions of Hire are complied with.

2. Supervision

During the period of hire you are responsible for:

- (i) Supervision of the premises the fabric and the contents
- (ii) Care of the premises, safety from damage however slight or change of any sort
- (iii) The behaviour of all persons using the premises whatever their capacity
- (iv) Security of the premises during and at the end of the period of hire

3. Use of the Premises

You must not use or allow the premises to be used for any purpose other than that described on the booking form and must not sub-hire or use or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything to bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises.

4. Liability and Insurance

You are liable for:-

- (i) The cost of repair of any damage (including accidental and malicious damage) to any part of the hall damaged by you or your invitees including all fixtures fittings and contents and for loss of contents
- (ii) All claims losses damages and costs made against or incurred by us in respect of damage or loss of property or injury to persons arising as a result of your use of the premises and

(iii) 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 you must indemnify and keep us indemnified against all such liabilities. You are encouraged to take out adequate insurance to insure the above liabilities and we may at our discretion require you to produce satisfactory evidence of such insurance to us and failure to produce such evidence will entitle us to cancel the booking. We are insured against claims arising out of our own negligence.

5. Premises Licence

The hall holds a Premises Licence which covers the permitted activities of performing plays, live music, recorded music, dance, making music, dancing and supply of alcohol. The conditions imposed by our Premises Licence shall be deemed to form part of this Agreement and you must ensure compliance with them. In particular you should note that all such activities are permitted indoor only and must stop by 11.30 pm Monday to Saturday (11 p.m. in the case of the supply of alcohol) and 10.30 pm on Sundays. No application shall be made to the Licensing Authority for any form of extension or for any temporary licence without our consent and any application for an extension shall only be made through us

6. Alcohol

You must not allow alcohol to be brought onto sold or consumed in or around the premises. If you wish alcohol to be available at your event a staffed bar can be requested as part of the booking process. We will provide all stock and retain all takings from the bar. We have a strict policy as to how the sale of alcohol at the hall is dealt with and you should note that this will be apparent to those attending your event in the following ways:-

- (i) No person under the age of 18 or obtaining alcohol on behalf of a person under the age of 18 will be served. The Challenge 25 scheme will be in operation so anyone appearing to bar staff to be under the age of 25 will be required to produce identification bearing their photograph, date of birth and holographic mark.
- (ii) The bar will close by 11 p.m. (10.30 p.m. on Sundays) unless we have agreed at your request to apply for an extension for your event and such application has been approved by the Licensing Authority.
- (iii) No person who appears to the bar staff to be drunk will be served.
- (iv) Drinks will only be sold in standard measures.

We may at our discretion agree, if requested, to your consuming your own alcohol at your event in which case a corkage charge will have been agreed with you.

7. Maximum Occupancy

The main hall has a capacity of 130 theatre style or 100 seated for a meal or 200 standing. The upstairs meeting room has a capacity of 30. You must not exceed these maximum capacities.

8. Gaming Betting and Lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries

9. Music Copyright Licensing

The hall holds a Performing Rights Society (PRS) Licence for the live performance of copyrighted music and a Phonographic Performance Limited (PPL) Licence for the playing of recorded copyrighted music. It is our understanding that the PRS Licence covers anyone performing at the hall where the ticket price does not exceed £20 but that the PPL Licence does not cover any commercial organisations or individuals who make an income out of the activity. They are required to have their own licence and it is your responsibility to ensure that the necessary copyright permissions for your activity are in place.

10. Film

You must restrict children from viewing age-restricted films classified according to the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film.

11. Safeguarding Children, Young People and Vulnerable Adults

You must ensure that any activities for children, young people or vulnerable adults are only provided by fit and proper persons in accordance with the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. If requested you must provide us with a copy of your safeguarding policy and evidence that you have carried out any necessary checks with the Disclosure and Barring Service (DBS)

12. Public Safety Compliance

You must ensure compliance with all relevant statutory public safety requirements. You must also ensure compliance with our Health and Safety Policy and our Fire Risk Assessment available on our website

You must familiarise yourself with the floor plan showing all fire extinguishers, exits, alarms and Fire Assembly Point prior to the period of hire and you must also check at the beginning of the period of hire that all fire exits are unlocked and all escape routes are free of obstruction.

At the start of the period of hire you must check that there are no obvious slip or trip hazards that may have been left by a previous user and any found must be removed before admitting the public. Any spillage occurring during the period of hire should be cleared up immediately. If the hire relates to any part of the recreation ground you must at the start of the period of hire check the area in question for any items left on the ground which may cause a trip or cut hazard or danger of infection and safely remove any items found.

There is no public telephone at the hall so you must ensure that you have with you an adequately charged mobile phone for use in an emergency. The safe use of equipment of any kind remains the responsibility of the hirer throughout the hire period. Equipment brought onto the premises must be removed promptly at the end of the hire period.

13. Accidents and dangerous occurrences

You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in the Accident Book. Certain types of serious accident or injury are reportable to the Incident Contact Centre under the provisions of the Reporting of Injuries Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR). You will take all necessary steps in conjunction with us to ensure any necessary reporting under RIDDOR.

14. Noise

You must ensure that the minimum of noise is made on arrival and departure particularly late at night or early in the morning.

15. Drunk and Disorderly behaviour and Illegal drugs

In order to avoid disturbing neighbours to the hall and to avoid violent or criminal behaviour you must ensure that no one attending the event consumes excessive amounts of alcohol. Drunk and disorderly behaviour shall not be permitted in the hall or its immediate vicinity. Any person who is suspected of being drunk or who is behaving in a violent or disorderly way shall be asked to leave the hall.

We have a zero-tolerance policy towards the use of illegal drugs in the hall. Any such use will result in the immediate termination of your hire, a ban on future hirings and the matter being reported to the police

16. Electrical Appliance safety

Any electrical equipment brought on to the premises must have a valid PAT certificate

17. Stored equipment

We accept no responsibility for any stored equipment brought on to or left at the hall and all liability for loss or damage is hereby excluded. All equipment and other property (other than equipment that we have agreed may be left and stored at the hall) must be removed at the end of each hiring or we shall be entitled to charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we deem fit and charge you any costs we incur in storing or selling or otherwise disposing of the same in any of the following circumstances:

- (i) Your failure to procure the removal at the end of the hiring of any property (other than equipment we have previously agreed may be stored at the hall) brought to the hall by you or your invitees.
- (ii) Your failure to remove from the hall forthwith on request from us any equipment we have previously agreed may be stored at the hall subject to our having given to you (except in case of emergency) not less than 14 days' notice of such request.

Where we have agreed to you storing equipment in the hall it must be stored tidily and only in the area we have designated.

18. Smoking

You must ensure compliance with the prohibition of smoking in public places provisions of the Health Act 2006. Any person who breaches this provision must be asked to leave the hall. You must ensure that anyone who wishes to smoke or vape does so outside and disposes of cigarette ends, matches etc. in a tidy, safe and responsible manner

19. Explosives and flammable substances

You must ensure that no highly flammable substances are brought into or used in any part of the hall nor must any decorations of a combustible nature (e.g. polystyrene, cotton wool) be used without our consent. No naked flames are permitted without prior agreement with us.

20. Heating

You must ensure that no unauthorised heating appliances are used without our consent and the controls of the hall heating system must not be adjusted.

21. Animals

You must ensure that no animals (including birds) except guide dogs or hearing dogs are brought into the hall other than for a special event previously agreed to by us. No animals whatsoever are to enter the kitchen at any time.

22. Fly posting

You should be aware that fly posting or any form of unauthorised advertisements for any event taking place at the premises may lead to your prosecution by the local authority. You shall indemnify and keep us indemnified against all actions claims and proceedings arising out of any fly posting or unauthorised advertising carried out or permitted by you. No notices shall be attached to the hall without our permission.

23. Sale of goods

If selling goods on the premises you must ensure compliance with Fair Trading Laws and any code of practice in connection with such sales. In particular you must ensure that the total prices of all goods and services are prominently displayed as shall be the organisers name and address and that any discounts offered are based on the manufacturers Recommended Retail Prices

24. WiFi service

Free WiFi is normally available in the hall and the code is on display.

It is agreed that we shall have no liability whatsoever to you or to anyone else for any failure of or defect in or withdrawal of the Wi Fi service for whatever reason.

You agree not to use the WiFi for any illegal or immoral purpose and to indemnify us against any liabilities arising out of any breach of this obligation.

25. Cancellation

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) The premises being required for use as a Polling Station for a Parliamentary or Local government election or by-election or
- (ii) Our reasonably considering that the hiring will lead to a breach of licensing conditions or other legal or statutory requirements or that unlawful or unsuitable activities will take place at the premises as a result of the hiring or
- (iii) The premises or the means of access thereto becoming unfit for your intended use or

- (iv) An emergency requiring use of the premises as a shelter for the victims or potential victims of terrorism flooding snowstorm fire explosion or similar disasters or
- (v) Closure of the premises for essential maintenance or for reasons outside our control

In any such case you will be entitled to a full refund of all monies you have paid to us but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

If you cancel the booking we may at our discretion refund you in special circumstances. In normal circumstances we do not undertake to refund any charges on cancellation of a booking.

26. Special Conditions

Any special conditions you are made aware of as part of the booking process form part of this Agreement. Should it be necessary in the interests of security or health and safety for us to impose any other special conditions after your booking has been accepted by us such conditions shall also form part of this Agreement but you will be entitled by notifying us in writing within 14 days of your being advised of such conditions to cancel your booking and receive a full refund of all monies you have paid to us.

27. End of Hire

You must:-

- (i) leave the premises and the surrounding area including any communal parts of the hall accessed during your booking in a clean and tidy condition, properly locked and secured unless directed otherwise and
- (ii) ensure any contents temporarily removed from their usual positions are properly replaced and
- (iii) carry out the tasks listed on the 'Clear Up Checklist' otherwise we may make an additional charge.

28. Set Up and Clear Away

Set Up and Clear away must be completed within the period of hire. Over-runs will be charged at the appropriate hourly rate. Please ensure that any outside caterers or contractors are aware of the hire period and that they may not be able to access the premises outside the hire period.

29. No alterations

You must not make any alterations or additions to nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the hall without our prior permission and any that are approved must only be fixed using surface fixings that cause no damage to the hall. Any alteration fixture fitting or attachment which we have approved must be removed by you at the end of the period of hire and any damage caused by such removal made good to our satisfaction. If we indicate at our discretion that any such items may remain at the end of the hire and you do not remove them they will become our property.

30. Car Parking

The car park is not controlled or gated and is used by others (e.g. play park users) on a first come first parked basis. We cannot therefore guarantee availability of car park spaces for your event but will be happy to work with you with signage indicating that the car park is required for a hall event in order to attempt to maximise the number of spaces available for your group.

31. Hire of Recreation Ground

The Recreation Ground is partly unfenced and accessed regularly by many residents. Your hire fee for the recreation ground or any part of it is in consideration of our not objecting to your use of the ground for your event but you acknowledge that we are not in a position to provide you exclusive access to the ground during your hire period.

32. The Kitchen – Food and Health Hygiene

You must if preparing, serving or selling food ensure compliance with all food health and hygiene legislation and regulations, including notification of any allergens. In particular dairy

products, meat and vegetables must be refrigerated and stored in compliance with the Food Temperature Regulations. The kitchen is provided with a refrigerator. Appropriately coloured cutting boards are provided for specific foodstuffs.

Children under the age of 16 years must not be allowed unsupervised in the kitchen or servery areas.

33. Stage

Hire of the main hall does not include use of the stage unless this was booked as part of the booking process and the additional fee paid. Any scenery on the stage is the property of Hawkesbury Drama Group and must not be touched or moved without their permission. The performance stage lights, and the spotlights mounted on the rails in the hall are the property of the drama group and must not be used without their permission. This does not include the general stage fluorescent lighting strips which may be used. The fire door behind the stage may be used for access of equipment but must be securely closed at the end of the period of hire. At the end of the period of hire you must ensure that the fluorescent lights are turned off and the stage curtains closed.

34. Payment and deposit

The hire fee specified in the booking form will be invoiced to you with payment due within 30 days after submission of the invoice. If the due date for payment would fall after the date of the hire period we reserve the right to alter the due date to a date falling before the period of hire. Failure to pay the invoice by the due date will entitle us to cancel the booking. If a deposit is required, for example for bar stock, you will be notified.

35. Data Protection

Personal data supplied on the booking form is collected by us to enable us to communicate with you, to facilitate the smooth running of the hire and to collect payment. The data will be stored in accordance with the Data Protection Act 2018 and our Privacy Notice available on the website.

36. No Rights or Third Party Rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you. Nor are any of the provisions of this Agreement 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 a party to this Agreement.