

BLUNSDON VILLAGE HALL HIRING AGREEMENT AND STANDARD CONDITIONS FOR ALL HIRERS

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 Blunsdon 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 Parish Clerk or Finance Officer should be immediately consulted.

1 Hiring agreement

In consideration of the Hire Fee detailed on the Booking Form, Blunsdon Parish Council agrees to permit the Hirer to use the premises for the function and for the period(s) described in the booking form.

2 Payment, Deposit and Damage

“One Off” Hiring

The Hire Fee will be payable in full not less than 14 days before the function date. The Hirer may be required to pay a deposit of £50 by cheque; if the premises are left on time and in good order this is not banked. As directed by the Parish Clerk or Finance Officer, 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.

Regular Hiring

Invoices for regular bookings are issued quarterly in arrears and the Hirer is required to pay in full within 28 days of receipt of the invoice. 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 Finish Times

All functions held between Monday and Friday inclusive must end by 10.30 pm and the premises, including the car park, vacated by 11.00pm. All functions on Saturday and Sunday must end by 11.30pm and the premises, including the car park, vacated by 12midnight.

4 Alcohol

If the Hirer wishes to serve alcoholic drinks in the Village Hall, then a licence may be required. If so, this must be obtained from Swindon Borough Council and a copy provided to the Parish Clerk.

5 Permitted Number

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

The Large Room	120
The Small Room	80
Whole Village Hall	200

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 Parish Clerk 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.

9 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.

10 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.

11 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 Finance Officer is provided with a copy of such licence.

12 Public safety compliance

The Hirer shall comply with all conditions, regulations and policies made in respect of the premises as set out in the Hall Hirers' Information Pack which is located in the Kitchen, 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 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 of fire equipment.
- 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 recorded in the file in the Hall Hirers' Information Pack located in the Kitchen.

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 a refrigerator for general use,

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. This includes ensuring any legally required Portable Appliance Testing is undertaken.

13 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 its 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 its 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 Finance Officer 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 Finance Officer (without return of any deposit paid) who may in such circumstances let the Premises to another Hirer.

All users of the Hall are advised they are expected to take responsibility for their own and their charges' safety when on Hall premises. It is assumed that use of the Hall premises by hiring groups indicates that organisers consider it to be safe to do so.

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

14 Inclement weather

The Parish Council will endeavour to clear a pedestrian path from the pavement to each of the main access doors (the entrances at each end of the building) and to maintain these paths clear of ice and snow, however, as no full time staff are employed this may not always be possible. The car park will not be cleared and use will be at drivers' own risk.

15 Accidents and dangerous occurrences

The Hirer must report to the Parish Clerk or Finance Officer all accidents involving injury **as soon as reasonably possible** and record details in the Hall Hirers' Information Pack located in the Kitchen. 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 Parish Clerk or Finance Officer. 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 in advance by Blunsdon Parish Council. No animals whatsoever are to enter the kitchen at any time.

20 Child Protection

The Hirer shall ensure that all measures are taken to protect children. Where appropriate and required by law the hirer shall provide the Parish Council with a copy of their DBS 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

Blunsdon Parish Council reserves the right to cancel this booking 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 Blunsdon 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. To minimise noise impact on neighbouring properties the Hirer shall ensure that the fire doors are kept closed during events.

27 Stored equipment

Blunsdon 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 Parish Clerk for each day or part of a day at the Hire Fee per hiring until the same is removed.

The Parish Clerk may use her 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 Parish Clerk. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Parish Clerk remain in the premises at the end of the hiring and become the property of Blunsdon Parish Council. The hirer agrees to make good to the satisfaction of the Parish Clerk or Finance Officer 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 Parish Clerk or Finance Officer, however if any complaints remain unresolved they should be brought to the attention of the Chair of the Parish Council in writing.