HOTHFIELD VILLAGE HALL

**PARK DRIVE, HOTHFIELD TN26 1EG**

**EMAIL: hothfieldhall@outlook.com Telephone01233 625942**

**CONTRACT OF HIRE FOR USE OF THE HALL**

NAME OF HIRER ADDRESS OF HIRER TELEPHONE NUMBER EMAIL ADDRESS

DATE OF FUNCTION PERIOD OF HIRE

TYPE OF FUNCTION/EVENT

IS ALCOHOL T0 BE PROVIDED AT THE EVENT? YES NO TIME HALL REQUIRED FROM TO HIRE CHARGE DAMAGE DEPOSIT

£

£

£

MICROPHONE USE, £10 PER SESSION **TOTAL £**

**DECLARATION**

I/We have received, read and agreed to comply with all the conditions contained in the STANDARD CONDITIONS OF HIRE.

l/We also declare that the information in this agreement is correct to the best of

my/our knowledge, and I/we acknowledge that any misstatement or misrepresentation will invalidate the agreement.

SIGNED DATE

NOTE; persons signing must be 18 years of age or over. If signing for a company or

Organisation, please state position

SIGNED (on behalf of Village Hall)

**Notes**

1. Keys will be released 30 minutes prior to the booking time on the date of hire together with sight of any licences needed for bar etc.

2. Cheques should be made payable to ‘Hothﬁeld Village Hall’.

3. A firm booking cannot be made until a signed contract has been received together with the damage deposit. Following inspection of the hall after the event by a member of the Village Hail Committee,

if no damage is found, the damage deposit will be refunded. Please refer to sections 11, 12 and 13 of the conditions of hire.

4. Please return this signed contract together with the damage deposit to

**The Booking Clerk, 1 Meadow View Hothfield TN26 1DW**, together with a form of identification (utility bill, driving licence etc.), showing your address. Your documentation will be copied and sent back to you.

**Please sign both copies and return one copy.**

Where did you hear about us?

HOTHFIELD VILLAGE HALL

**STANDARD C0NDITIONS 0F HIRE**

For the purposes of these conditions the term HIRER shall mean the individual or, where the hirer is an organisation, the authorised representative.

‘HALL’ shall mean Hothﬁeld Village Hall, its grounds and car park in their entirety.

‘The COMMITTEE’ means Hothﬁeld Village Hall Commits: (registered charity), or in its absence Hothﬁeld

Parish Council.

1. SUPERVISION.

THE HIRER will, during the period of 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 park arrangements so as to avoid obstruction of the highway.

2. USE OF THE PREMISES.

THE HIRER shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose nor do anything which may damage or endanger the premises or render invalid any insurance policies in respect thereto.

3. LICENSES.

THE HIRER shall be responsible for obtaining such Licences as may be needed whether for the sale or supply of liquor, from the Performing Rights Society, from Phonographic Performance Ltd or otherwise and for the observance of the same, THE HIRER shall be responsible for complying with the conditions of The Public Entertainments Licence and shall pay strict observance to the maximum numbers of persons permitted to attend a function.

(a) Disco or ballroom dancing 402 persons (b) Closely seated audience 392 persons (e) Functions seated at tables 201 persons (d) Functions combining (a) and (c) 245 persons

4. GAMING, BETTING AND LOTTERIES.

 THE HIIRER 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. PUBLIC SAFETY COMPLIANCE.

 THE HIRER shall comply with all conditions made in respect of The Health and Safety at work act and other Health and Safety legislation as may apply including Fire Authority, Local Authority and Local

Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays, and shall do nothing to put any person(s) in danger.

Hirers will be responsible for all equipment used and brought into the hall and its grounds, and for the proper use of any games, equipment, machinery, appliances or other devices that might cause harm. Hirers are responsible for carrying out and documenting their own Risk assessments relating to events, activities, manual handling and operation of equipment, appliances and machinery, use of the kitchen and any hot substances.

Hirers are responsible for properly training any of their party or guests on the use of equipment The Committee will not be responsible for any loss of or damage to the property, equipment or materials brought into the premises by hirers. The Village Hall Committee reserves the right to cease any event or activity that it feels may be injurious to person(s), and may request sight of Risk Assessments, manuals for equipment and/or certificates of competence or training of staff, guests or operators of equipment or

machinery.

FIRE: Hirers will ensure that they and their guests are familiar with the procedures and escape routes in the event of a fire or the alarm being raised. Fire exits will be kept clear at all times and guests must ensure that the assembly point is known. The hirer shall be responsible for accounting for all guests and informing the Fire and Rescue Services of any person(s) not accounted for.

6. ANIMALS.

THE HIRER shall ensure that no animals (including birds) except guide dogs are brought into the hall other than for a special event agreed by the committee in advance. No animals whatsoever are to enter the kitchen at any time.

7. BALL GAMES, BOUNCY CASTLES, BICYCLES CANDLES OR FIRES.

Ball games are permitted inside the hall building and its rooms only when expressly permitted by the management Committee in advance. Bouncy castles or similar structures are permitted provided that they do not exceed 3.1m (l0ft) in height. Bicycles will not be ridden in the hall. No flames, candles or sources of ignition are permitted inside the hall and its rooms. Hirers shall be responsible for insuring any items brought into the hall. The Committee shall not be held responsible for loss or damage to any equipment, property or material belonging to Hirers or their party.

8. COMPLIANCE WITH THE CHILDRENS ACT.

THE HIRER shall ensure that any activities for children under 8 years of age comply with the provisions of The Children's Act 1989 and only fit and proper persons have access to the children.

9. INDEMNITY.

THE. HIRER shall indemnify the Committee for the cost of repairing or replacing any damage done to any part of the property including curtilage thereof, of the contents of the building which may occur during the period of hiring as a result of the hirer, and also of removal of any excess rubbish left for disposal at the Hall. THE HIRER shall also be responsible for insuring their own equipment, property or material whilst in the hall and its environs. The Committee shall not be liable for any damage or loss of property not owned by the hall.

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 Village Hall Committee, 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 the Village Hall’s 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 the Village Hall’s 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.

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 Village Hall Manager 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 instance of the Village Hall Manager (without return of any deposit paid) who may in such circumstances let the Premises to another hirer.

10. CANCELLATION.

If THE HIRER wishes to cancel the booking before the date of the event, a proportion of the deposit may be retained by the Committee. The retention will be:

£10 or 20% of the deposit, (whichever is greatest) if cancelled 2 or more weeks before the date of the event. Half (50%) of the deposit if cancelled less than 2 weeks before the date of the event.

THE COMMITTEE reserves the right to cancel this hiring in the event of the hall being required for use as a polling station for a Parliamentary, European or Local Government election or by-election, in which

case the Hirer will be entitled to a refund of any deposit already paid.

11. REFUSAL OF BOOKING.

THE COMMITTEE reserves the right to refuse a booking or cancel this hiring agreement at any time before or during the term of agreement upon giving 7 days’ notice in writing to the hirer. The hirer shall be entitled upon such notice to reimbursement of any monies paid to the committee. The Committee shall not be liable to make any further payment to the hirer. The hall maybe available to THE HIRER at normal hourly rates the night before their event. If the hall is required by THE HIRER a provisional booking can be made for the night before their event, but if a full booking is made up to 2 weeks before their event, THE COMMITTEE holds the right to cancel the provisional booking.

12. DEPOSIT.

THE DEPOSIT will be returned within 28 days of the termination of the booking, less the cost of rectifying any damage caused to the premises and/or contents during the period of hiring and as a result of hiring, if the hirer does not leave the hall in a clean condition at the end of the period of hire, if the hall is not vacated by the hirer’s guests within 15 minutes of the end of the period of hire or if excessive noise or other disturbance is made during or after the period of hire. Please be mindful neither to drag tables or chairs across the floors of the hall nor to cause damage to the floor through improper use. Please also recycle any bottles, plastic, paper etc in recycling bins. Deposit will be withheld for the removal of any excessive rubbish from the hail.

13. 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 and any contents temporarily removed from their usual positions replaced. Otherwise the committee shall be entitled to retain the deposit or part of said deposit. All music and entertainment must be switched off by 23.00 (22.00 on Sundays.) The hirers will be allowed until 23.45 (22.45 on Sundays) to remove all equipment and possessions and to clean up. The entire premises, grounds and car park must be vacated by midnight. Deposits will be withheld for late departure.

14. NOISE.

THE HIRER shall ensure that the minimum of noise is made on arrival, during the period of hire and upon departure, and the minimum of inconvenience to nearby residents and properties. Drivers and pedestrians are requested to leave the car park in an orderly manner.

Any outdoor activities in the car park or surrounding grounds are requested to cease at 10pm, and any guests outdoors are asked to respect the peace of others in the vicinity of the hall.

WARNING; A sound meter is fitted in the hall which will cut the power to the electrical sockets if the threshold is exceeded. (Power is restored after a few seconds). Users of electrical equipment, disco and public address systems shall ensure that the noise levels do not exceed the threshold. Please warn your guests, band or disco as the Village Hall Committee accepts no responsibility for damage to entertainment equipment or any electrical device howsoever caused.