

HIRING AGREEMENT FOR WEST BURTON VILLAGE HALL

AGREEMENT NUMBER:

DATED:

- PARTIES: (1) The Trustees of West Burton Village Hall, registered charity in England & Wales number 523329 (the "Village Hall"), acting by the person described in clause 1.2.
- (2) The person or organisation named in clause 1.3 ("Hirer").

WHO AGREE as follows:

1. In consideration of the hire fee described in clause 1.4, the Village Hall agrees to permit the Hirer to use the premises described in clause 1.5 for the purpose described in clause 1.6 for the period(s) described in clause 1.1. The details inserted in sub-clauses 1.1 to 1.6 below and the answers to the questions in sub-clauses 1.7 and clause 2 are terms of this agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire and any Special Conditions of Hire.

1.1 Date(s) required:

Start date & time (DD/MM/YYYY HH:MM AM/PM):

End date & time (DD/MM/YYYY HH:MM AM/PM):

1.2 Village Hall

Authorised Representative: Mrs Sally Stone

Address: Ayton House, West Burton, Leyburn, North Yorkshire DL8 4JY

Telephone Number & email: 01969 663373; events@westburtonvillagehall.com

(Details of all trustees of the Village Hall are on the notice board by the front door of the Hall.)

1.3 Hirer:

(a) Name:

(b) Organisation:

(c) Name of Organisation's
Authorised Representative:

Address:

Telephone number(s):

Email:

1.4 Hire Fee

Total Hire Fee £

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Of which the deposit is £

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The Hirer shall pay the deposit to the Village Hall on signing this agreement. The Hirer shall pay the balance of the Total Hire Fee to the Village Hall no later than the conclusion of the event for which the premises are hired. Sums outstanding after the due date for payment shall carry interest at a rate of 5% per annum above the Bank of England base rate for the time being.

Payments should either be by cheque payable to "West Burton Village Hall" and sent to:

- Mrs Gill Hill, Linton Cottage, West Burton, Leyburn, North Yorkshire DL8 4JX

or made direct to the Village Hall Bank Account, details of which are:

- Bank: HSBC plc Sort Code: 40-28-16 Account Number: 81229249 (and please quote the Agreement Number at the top of this page and your surname in the reference).

1.5 Premises Hired

Whole of Hall

Part of the Hall (if part of hall please specify):

1.6 Purpose/description of hiring

Is the Hall to be used for commercial purposes? Yes / No

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Will tickets be sold for your event? Yes / No

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Is food to be provided at the event? Yes / No

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Please confirm which (if any) licensable activities will take place at your event:

	ACTIVITY	THE HALL IS LICENSED FOR	TIMES FOR WHICH THE ACTIVITY IS LICENSED	INDICATE ACTIVITIES TO TAKE PLACE AT YOUR EVENT
A	The performance of plays	EVERY DAY	09.00 – 01.00	
B	The exhibition of films	EVERY DAY	09.00 – 01.00	
E	The performance of live music	EVERY DAY	09.00 – 01.00	
F	The playing of recorded music	EVERY DAY	09.00 – 01.00	
G	The performance of dance	EVERY DAY	09.00 – 01.00	
H	Entertainments similar to those in E, F & G	EVERY DAY	09.00 – 01.00	

2.1 Where a licensable activity will take place, the Hirer hereby acknowledges receipt of a copy of the conditions of the Premises Licence annexed to this Agreement, in accordance with which the hiring must be undertaken, and agrees to comply with all obligations therein.

2.3 The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.

Main hall: 103 people seated or 206 people standing
Committee room: 15 people

2.4 The Village Hall does not have a licence from the Performing Rights Society for the performance of copyright music.

2.5 In order to hold a licensable activity on the premises or on part of the premises not covered by the Village Hall's Premises Licence, a Temporary Event Notice (TEN) will need to be given to the licensing authority. The Hirer shall obtain the written consent of the Village Hall before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the Village Hall and local voluntary organisations.

3. The Hirer agrees with the Village Hall to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

4.1 It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence (2.1) or that the Village Hall deems necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Village Hall and the Hirer.

4.2 Your attention is drawn particularly to:

- Standard Condition 2 (supervision by the hirer, including supervision of parking)
- Standard Condition 4 (Insurance & Indemnity – including responsibility for damage to the Village Hall, for example (and without limitation) damage to the floor by stilettos and other inappropriate footwear, or by attaching anything to any part of the Village Hall including the floor)
- Standard Condition 10 (Noise)
- Standard Condition 15 (Smoking).

This clause 4.2 is without prejudice to the generality and full application of each of the Standard Conditions of Hire. You should read the Standard Conditions of Hire carefully and in full.

5. Please note, and you must adhere to, the following:

- *LIGHTING*: make sure that all lights are switched off, including those in the toilets, when you vacate the Village Hall;
- *HEATING*: make sure that the thermostat in the main hall and the thermostat near the kitchen door are turned back to 15 degrees when you vacate the Village Hall;
- *FIRE DOORS*: The field at the back is privately owned and the fire doors are for use in emergencies only.

6. 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.

As Witness the hands of the parties here to:

Signed by the person named at 1.2 above, duly authorised on behalf of the Village Hall

Signed by (i) the person named at 1.3(a) above, or (ii) the person named at 1.3(c) above, duly authorised, on behalf of the organisation named at 1.3(b) above

Standard conditions of hire of West Burton Village Hall

These standard conditions apply to all hiring of the Village Hall and a copy should be given to all Hirers. If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary or other member of the Village Hall should immediately be consulted.

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, any inconvenience to residents of West Burton, and any parking whatsoever on, and/or damage to, the Village Green. As directed by the Village Hall, 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.

4. Insurance and indemnity

(a) The Hirer shall be liable for:

(i) 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

(ii) all claims, losses, damages and costs made against or incurred by the Village Hall, 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

(iii) all claims, losses, damages and costs made against or incurred by the Village Hall, 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 trustee of the Village Hall and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(b) Where the Village Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Village Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Village Hall Secretary to rehire the premises to another Hirer.

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. Music Copyright licensing

The Hirer shall ensure that the Hirer holds any necessary licence(s) from the Performing Right Society (PRS) and the Phonographic Performance Licence (PPL).

7. Film

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.

8. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should 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 with a copy of their CRB check and Child Protection Policy on request.

9. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority and the Licensing Authority, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Booking Secretary (or other member) of the Village Hall.

(a) 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.
- 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.
- Location of the first aid box.

(b) In advance of any activity whether regulated entertainment or not 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 for instant free public exit
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

10. 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.

11. 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. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.

12. 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 Safety (Temperature Control) Regulations 1995. The premises are provided with a refrigerator.

13. 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.

14. 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.

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;

the Village Hall may, at its discretion, 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.

15. 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. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

16. Accidents and dangerous occurrences

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as** possible. The Hirer must report all accidents involving injury to the public to a trustee of the Village Hall **as soon as** possible and complete the relevant section in the Village Hall's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Village Hall Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

17. Explosives and flammable substances

The Hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Village Hall. No decorations are to be put up near light fittings or heaters.

18. 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 Village Hall. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

19. 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.

20. 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 trustee of the Village Hall 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.

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. 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.

22. Cancellation

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 by-election
- (b) the Village Hall 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
- (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 case listed in (a)-(d) above, 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.

23. 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.

24. 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 Hall 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 Village Hall any damage caused to the premises by such removal.

25. No rights

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

26. Interpretation

References to an Act of Parliament or to Rules or Regulations shall include a reference to any modification or re-enactment thereof. Where the Hirer is more than one person, the responsibilities and liabilities of such persons shall be joint and several.

**COPY OF THE PREMISES LICENCE FOR
WEST BURTON VILLAGE HALL
ISSUED BY
RICHMONDSHIRE DISTRICT COUNCIL**

Licensing Act 2003

Premises Licence

Premises Licence Number

13/00633/PREM

Part 1 Premises Details

Postal address of premises, or if none, ordnance survey map reference or description, including Post Town, Postcode

West Burton Village Hall
West Burton
Leyburn
North Yorkshire
DL8 4JY

Telephone Number

Where the licence is time limited the dates

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Licensable activities authorised by the licence

- A. Plays
- B. Films
- E. Live Music
- F. Recorded Music
- G. Performance of dance
- H. Similar desc to E, F or G

Times the licence authorises the carrying out of licensable activities

A. Plays	Every Day	09:00 - 01:00
B. Films	Every Day	09:00 - 01:00
E. Live Music	Every Day	09:00 - 01:00
F. Recorded Music	Every Day	09:00 - 01:00
G. Performance of dance	Every Day	09:00 - 01:00
H. Similar desc to E, F or G	Every Day	09:00 - 01:00

The opening hours of the premises

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Where the licence authorises supplies of alcohol whether these are on and / or off supplies

Part 2

Name, (registered) address, telephone number and email (where relevant) of holder of premises licence

West Burton Village Hall
C/o Richard Charles Nolan
Chairman
South View
West Burton
Leyburn
DL8 4JN
Email richardcnolan@gmail.com

Registered number of holder, for example company number, charity number (where applicable)

Registered Charity Number 523329

Name, address and telephone number of designated premises supervisor where the premises licence authorises for the supply of alcohol

Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises for the supply of alcohol

Annex 1 - Mandatory conditions

- 1 The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.

- 2 1 The admission of children under 18 to the exhibition of any film shall be restricted in accordance with any classification and recommendation in respect of that film made by the British Board of Film Classification or any other film classification body designated under section 4 of the Video Recordings Act 1984.
2 Notwithstanding the above condition a film may be exhibited and children under 18 may be admitted thereto if the permission of Richmondshire District Council is first obtained and any condition of such permission are complied with. For the purpose of this condition the venue operator must submit any film to the council that it intends to exhibit 28 days before it is proposed to show it.

Annex 2 - Conditions consistent with the Operating Schedule

Annex 3 - Conditions attached after a hearing by the licensing authority