

Sibson Village Hall Hire Agreement

PARTIES

- (1) Sibson Village Hall
Registered Charity No: 521496
Address: Sheepy Road, Sibson, Nr Nuneaton CV13 6LE
Email / Telephone Number: sibsonvh@mail.com / Brian May 01827 880511
Maximum Capacity: 130 standing, 100 seated theatre style, 60 seated at tables

Charges	Non Residents	Residents of Sibson, Upton & Wellsborough
Main Hall	£12 per hour	£10 per hour
Small Hall only	£6.50 per hour	£5 per hour

- (2) The Hirer

Name / Organisation		
Address: Telephone number: Email:		
Brief details of event, eg birthday party		
Approx number of people attending		
Is this a regular booking ?	Yes/No	
Date(s) required		
Time of actual event	From:	To:
Time required to set up and clear away	From:	To:
Hire Fee Due (for actual time of event) Payable 2 weeks prior to the date of the event for which the premises is hired payable in cash or cheque to a Committee Member or on-line to:	£	Account Name: Sibson Village Hall Committee Sort Code: 09-01-55 Account Number: 50435182
Preferred Payment Method	Cash/Cheque/On-line	

I AGREE as follows:

- In consideration of the hire fee described above, we agree to permit you (the Hirer) to use the premises.
- You agree to be present during the hiring and to comply fully with our Standard Conditions of Hire which can be found on our website and in the Hall User Guide.
- We have a Premises Licence authorising regulated entertainment only. You hereby acknowledge receipt of a copy of the Operating Schedule for the premises and agree to apply with all obligations therein.
If you plan on selling alcohol or including it within the ticket price of your event you will not be covered by our license and will need to apply for a TEN (Temporary Events Notice) from Hinckley & Bosworth Borough Council. Once obtained we will need the reference number and you will need to display it at your event.
- We and you hereby agree that the Standard Conditions of Hire (available on our website, and in the Hall User Guide), together with any additional conditions imposed under the Premises Licence or that we deem necessary, form part of the terms of this Agreement unless we and you agree in writing.
- 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.

Signed by the Chair, on behalf of Sibson Village Hall: Nicky Sheldon

Signed by the Hirer _____ Date _____

Sibson Village Hall Standard Conditions of Hire

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

1. Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

2. Supervision

During the period of the hiring, 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; and
- (iii) 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.

As directed by us, you must 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

You must not use the premises (including the car park) for any purpose other than that described in the Agreement and must 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 on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises or sell alcohol or include it in the ticket price without giving notice of a TEN (Temporary Events Notice).

4. Insurance and indemnity

- (i) You are liable for:
 - (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its contents and grounds.
 - (b) 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).
 - (c) 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 subject to sub-clause (ii), you must indemnify us against such liabilities.
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i) We will claim on our insurance for any liability you incur but you must indemnify us against:
 - (a) any insurance excess incurred and
 - (b) the difference between the amount of the liability and the monies we receive under the insurance policy.
- (iii) Our insurance does not cover the use of bouncy castles.

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

5. 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.

6. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

7. Safeguarding children, young people and vulnerable adults

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

8. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our 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. You must also comply with our Health and Safety Policy, which can be found in our Hall User Guide.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Secretary.

(i) You acknowledge that you have read the Hall User Guide in relation to 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. (Details in Sibson Village Hall User Guide located in kitchen)
- 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.

(ii) In advance of any activity whether regulated entertainment or not you must check the following items:

- *That all fire exits are unlocked and panic bolts are 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 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).*

9. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. If your event ends after 11pm, any rubbish and recycling must be bagged and left in the Hall and be taken out the following day. You must, 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.

10. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- no one attending the event consumes excessive amounts of alcohol.
- no illegal drugs are brought onto the premises.
- anyone consuming alcohol who appears to be under age will be asked for ID.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

11. Food, health and hygiene

You must, 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. The premises are provided with a refrigerator.

12. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are 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 you must make use of it in the interests of public safety.

13. Stored equipment

We accept 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 Village Hall stored equipment) must be removed at the end of each hire.

14. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke or use electric e-cigarettes does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

15. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

16. Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected.

17. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

18. Animals

The hirer shall ensure that no animals except Guide dogs, Hearing dogs and Assistance dogs are brought onto the premises, other than for a special event / course agreed by the Village Hall Committee.

19. Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales.

20. Privacy and Data Protection

We may collect and store personal information regarding any bookings made in either manual or electronic format but this data will not be shared with other parties.

21. Cancellation

If you wish to cancel the booking before the date please advise us as soon as possible to enable us to try and rehire the Hall. If you cancel within 7 days of the booked hire period and we are unable to get a replacement booking we will require payment of 50% of the original balance.

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;
- (ii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (i) the premises becoming unfit for your intended use;
- (ii) 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 you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

22. End of hire

You are 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.

23. No alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. At our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

24. No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.