



Hunsdon Village Hall

Private Hire Agreement

Standard Terms and Conditions of Hire

The hire of Hunsdon Village Hall is subject to the following Standard Terms and Conditions of Hire which are set by Hunsdon Village Hall Management Committee ("**VHMC**"). Note that where agreement in writing of VHMC is referred to below this includes email communication. These Conditions of Hire are for private hires.

1. **Undertaking of The Hirer**

The Hirer will be the person who signs the **Booking Agreement**. By signing the **Booking Agreement**, **The Hirer** undertakes to ensure they have read and understood the **Standard Terms and Conditions of Hire** and will abide by these requirements outlined below.

2. **Making a Booking**

The Hirer must complete and sign the **Booking Agreement**. A booking is not confirmed until **The Hirer** receives written confirmation from the Booking Officer that all fees and deposits have been received and any licences required are in place (see sections 12 below). If no confirmation is received within 7 days **The Hirer** must **NOT** assume the booking is confirmed and **MUST** contact the Booking Officer.

The VHMC reserves the right to refuse any booking not properly conducted.

3. **Hire Period**

Access to the Hall is restricted to the specific hours of hire (the hire period). The hire period **includes** any time required to set up and also for clearing away and leaving the Village Hall as it was found. **The Hirer must** vacate the hall by the end of the Hire Period. For private all day and evening functions on Mondays to Saturdays the Village Hall must be vacated by 11:30pm and by 6:00pm on Sundays at the latest. A limited number of extensions are available per year that can only be made by agreement. Subject to other bookings on Sunday morning, Saturday night hires include an option to clear up on Sunday Morning, by prior arrangement and times to be agreed with the Booking Officer. Prior to a booking commencing the Booking Officer or other VHMC representative will make **The Hirer** aware of the Fire Exits, end of hire Close Down procedure and other safety issues. If this is not done in advance **The Hirer** must arrive at least 15mins before the start of the booking for such familiarisation to be carried out.

4. **Payment and Fees**

The hire of the hall will incur a fee appropriate to the period of Hire and in relation to the facilities and number of rooms required during the hire period. The total fee will be that advised by the Booking Officer at the time of booking and as advertised on the Village Hall website www.hunsdonvillagehall.org. The full amount is payable upon signing this form for bookings less than three months from the event date.

For bookings more than 3 months from the event date, a non-refundable deposit of 50% of the fee will be charged at the time of booking with the balance due 3 months before the event (see section 20 cancellation).

In addition a refundable 'Damage Bond' payment is payable upon signing this agreement. The bond will be refunded in line with our standard terms and conditions of hire. Children's parties require a **£50 Bond**. All other hires require a **£200 Bond**. (See section 17 below).

5. **Keys**

Most frequently the Bookings Officer or other representative will open and close for the period of hire however on occasions it is of benefit to provide **The Hirer** with a key(s) as appropriate for use by **The Hirer**. This will be signed for by **The Hirer** as part of the issue process. This key(s) must not be transferred or loaned to another person without the express permission of the Booking Officer. Keys must be returned to the Booking Officer at the end of the hire period. Due to the type of security lock the keys are extremely expensive. If **The Hirer** loses a key a £25 charge will be made for a replacement.

6. **Parties of Persons under the age of 21**

The VHMC will permit bookings for parties of children up to the age of 11 years subject to adequate supervision as per Paragraphs 7 and the remaining conditions outlined in this agreement. The VHMC regret that parties where the majority of the persons present are aged between 12 and 21 will **not** be permitted e.g. teenage birthday parties etc. No exceptions will be made to this rule due to damage caused to the hall by such parties in the past. This does not apply to properly supervised clubs such as Scouts, Youth Club, Martial Arts etc. where the key function is sport or activity based.

7. **Supervision by The Hirer**

The Hirer undertakes to be present at all times, or arrange for sufficient competent representatives to be present at all times throughout the hiring, to ensure the provisions and stipulations contained or referred to in the Hall Conditions and any applicable licences, are complied with.

8. **Responsibility of The Hirer**

The Hirer shall be responsible during the period of hire for ensuring that:-

- They are aware of the Fire Exits, the end of hire Close Down procedure and other safety issues
- The number of people using each room hired does not exceed that permitted for those rooms under the

- Premises Licence for the purpose of the hire (120 in main hall)
- Supervision of premises, fabric and contents, their care and safety from any damage or change of any sort
- The purpose and conduct of the hire does not disrupt the use of any other room hired by others
- Everything is left clean and tidy with rubbish placed in the outside bin at the end of the hire. This responsibility extends to ensuring external Caterers or Bar Staff clear up after use of the kitchen such as mopping up spillages, cleaning hob/ovens, hot-cupboards, fridges, extractor fans etc.
- All equipment, chairs and tables have been returned to storage positions tidily, the premises are cleared of people, all lights switched off, and the building secured by use of the keys supplied, except for any facilities or room or public area in use by another continuing hire
- 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 or access road
- No excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made on by any person on arrival or departure. **Please remember this is a residential area.**
- No animals (including birds), except guide dogs are brought into the building, without written permission of the VHMC on the occasion of a special event or hire agreed to by the VHMC and that NO animals whatsoever enter the kitchen at any time
- Any electrical appliances brought onto the premises and used there shall be certified safe and in good working order, and used in a safe manner, using residual current circuit breakers where appropriate

9. Use of Premises

The Hirer shall not:-

- Sub-hire or use the premises for any purpose other than that described in the hiring agreement
- Use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way
- Do anything, or bring onto the premises anything, which may endanger the premises or render invalid any insurance policies in respect thereof
- Allow the use of drugs on the premises or allow smoking in the building
- Allow the use of candles, tea lights or any device with a naked flame(enclosed or otherwise)
- Allow the use of a **Smoke Machine** within the hall
- Allow LPG appliances or highly flammable substances to be brought onto the premises
- Allow any vehicle whatsoever to be driven onto the paved forecourt at the front of the Hall

10. 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 VHMC. Any alteration, fixture or fitting, or attachment, so approved shall, at the discretion of the VHMC remain in the premises at the end of the hiring and become the property of the Village Hall or, be removed by **The Hirer**. **The Hirer must** make good to the satisfaction of the VHMC any damage caused to the premises by such removal. NO nails, tacks, screws, pins, or other like objects shall be driven into any part of the Village Hall other than staples or drawing pins inserted in the pin board strip around the perimeter of the hall supplied for this purpose. Pins and staples must be removed at the end of the hire period.

11. Leave as Found

The Hirer shall be responsible for the set up and take down of any moveable furniture (e.g. tables and chairs) that they require in their use of the hall. This furniture must be wiped clean and returned to the Chair Store at the rear of the stage or other location where the furniture was found. Additionally **The Hirer** will ensure that the Hall and Kitchen floors are swept and/or mopped as necessary and that the toilets and kitchen should, in terms of cleanliness, be left as found, i.e. in the same state as when the period of hiring commenced.

All rubbish placed in the Refuse Bag holder in the Kitchen must be removed and placed in the refuse bin at the front of the hall. All cardboard boxes must be folded flat to ensure efficient use of the bin. Large quantities of boxes, glass, plastics etc. should be taken away by **The Hirer** so as not to overload the bin for other users. NO refuse must be left outside of the refuse bin or outside the boiler room.

Finally **The Hirer** should check that all lights, particularly those in the three toilets and external lights at the rear of the hall, are switched off, and all doors are securely fastened. Failure to leave the hall in a clean and tidy condition, will incur a cleaning fee as determined by the VHMC. Failure to turn off lights may result, on the discretion of VHMC, in a £10 deduction from the deposit.

12. Authority required by the Premises Licence to supply alcohol or to provide public entertainment

Under no circumstances may **alcohol** be supplied or consumed on the premises without the specific written authority of the VHMC under the Premises Licence. (See section 2 above). Any event where **alcohol** is to be sold requires **The Hirer** to obtain a Temporary Event Licence (TEN), but **no Hirer** may seek such a licence without the consent of the VHMC. Please allow enough time before the application to be approved before the event (normally a minimum 10 working days). The endorsed TEN must be shown to the Booking Officer before the event.

Where sales of alcohol are permitted under a TEN the bar will close promptly at 23:00hrs unless an extension is agreed by the VHMC, and extended hours are approved by the conditions of the TENS. The bar may only be located

in the kitchen area unless approved in writing by the VHMC Committee. **Note:** A TEN may be applied for online from East Herts District Council <http://www.eastherts.gov.uk/TemporaryEventNotice> Tel: 01279 655261.

13. Compliance with other relevant legislation

Note: The Village Hall is covered by a joint Performing Right Society (PRS) and Phonographic Performance Licence (PPL) licence for all royalties due, for the public performance of music and music videos. (This does not cover Zumba classes which have arranged their own cover).

The Hirer shall ensure that the users:

- Do not contravene the **law relating to gaming, betting, and lotteries**
- Comply with all conditions and regulations required by the **Premises Licensing Act**, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises. A breach of this condition may lead to prosecution by the local authority
- Do not view live television either via 'over the air' broadcast or via internet download. To do so contravenes the need to have a current TV licence.

14. Health and Safety

a. Fire Precautions

The Hirer will ensure that at the start period of hire all Fire Exit doors (indicated on the Fire Action Plan on the Noticeboard) are unlocked and routes maintained clear of obstruction. This includes the rear doors to the Annex and the gate leading to the path at the rear of the hall. They should also make themselves aware of the contents of the Fire Action notices and what to do in the event of fire. This information must be relayed to other responsible persons nominated to act on behalf of **The Hirer**. **The Hirer** will ensure all participants are made aware of all fire exits, evacuation areas and fire fighting equipment. All audience chairs used for the purpose of public performances must be linked together as directed by legislation. **The Hirer** is responsible for compliance with fire safety regulations during the period of the hire.

b. Accidents and Dangerous Occurrences

The Hirer must report all accidents, involving injury to the public, to an authorised representative of the VHMC as soon as possible and complete the relevant section in the Village Hall's Accident Book. Any failure of equipment, either that belonging to the Village Hall, or brought in by **The Hirer** must also be reported as soon as possible.

15. Child Protection and Safety

The Hirer shall ensure that any activities for children, or that involve children, must have a Child Protection Policy and staff appropriately qualified and trained for the activity with enhanced Criminal Records Bureau checks. The Child Protection Policy will need to be viewed by a representative of the VHMC prior to confirmation of hire. **The Hirer** must also have appropriate insurance for the activity. This section does not apply to private parties involving children or activities where the child's parents are always in attendance e.g. Mother and Toddlers groups.

16. Right of Entry

The right of entry at any time during the period of the hire is reserved to any member of VHMC and any other authorised official. This may include checking for adherence to conditions and the volume of music etc.

17. Indemnity

The Hirer shall indemnify and keep indemnified each member of the VHMC and Village Hall's employees, volunteers, agents and invitees against:-

- The cost of repair of any damage done to any part of the premises including the adjacent premises, and curtilage thereof or the contents of the premises
- Against all actions, claims, and costs of proceedings arising from any breach of the Hall Conditions
- All claims in respect of damages, including damage for 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**
- Where damage is caused by **The Hirer** or activities arising out of the Hire, VHMC reserve the right to withhold all or part of the Deposit paid. Where such damage exceeds the value of the deposit the VHMC may direct, **The Hirer** to 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.

18. Insurance

The Village Hall is insured against any claims arising out of its own negligence and its public liability cover extends to cover non-profit making, i.e. non-commercial hirers.

19. Stored equipment

The VHMC accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period.

Any property belonging to **The Hirer** which is left on the premises will be retained for a period of up to 20 days after which it will be disposed of by VHMC at its discretion, by sale or otherwise on such terms and conditions as it thinks. VHMC may charge **The Hirer** any costs incurred in storing and selling or otherwise disposing of the same.

20. Cancellation

By The Hirer

If **The Hirer** cancels the booking within 3 months of the date of hire a 50% cancellation charge will apply.

By the Village Hall

The VHMC reserves the right to cancel a hiring by written notice to **The Hirer** in the event of the Premises being required for:

- a) use as a Polling Station for a Parliamentary or Local Government election or bye election or referendum or,
- b) on occasions other users may require use of the hall on days or evenings currently booked to **The Hirer** e.g. the annual village Pantomime or other event spanning more than a single day. In these circumstances the Bookings Officer will provide ample warning to avoid any unnecessary inconvenience to **The Hirer**, or
- c) the VHMC reasonably consider that:
 - Such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
 - Unlawful or unsuitable activities may take place at the premises as a result of the hiring, or
 - The premises have become unfit for the use intended by **The Hirer**. In any such case **The Hirer** shall be entitled to a refund of any deposit or hire fees already paid, but the Village Hall shall not be liable for any resulting direct or indirect loss or damages whatsoever.