

Hiring Agreement for Bishopstone Village Hall

Particulars

DATED

BETWEEN

(a) **The Trustees of Bishopstone Village Hall** (Registered Charity No 264370) of
Bishopstone Village Hall, Moreton Lane, Bishopstone, Aylesbury, Bucks HP17 8SQ
("The Trustees")

and

(b) The Hirer: (must be over 21)

Full Name

Organisation (if applicable)

Address of Hirer or Organisation

Contact Telephone Numbers

Home:

Mob:

The Hall:

**Bishopstone Village Hall, Moreton Lane,
Bishopstone, Aylesbury, Bucks HP17 8SQ
("The Hall")**

Hire Fee

£ payable on booking

Deposit

£ 100.00 payable on booking

The Event:

(Description of proposed event)

The Hiring Period: Date:

Start Time:

Finish Time:

IT IS AGREED as follows:

In consideration of the Hire Fee, The Trustees agree to permit the Hirer to use the Hall for the Event described in the Particulars for the Hiring Period, subject to the following Standard Conditions of Hire and any Special Conditions of Hire annexed hereto.

Standard Conditions of Hire

1. The person who signs the application shall be considered to be the Hirer. Where an organisation is named that organisation shall also be considered the Hirer and shall be jointly and severally liable together with the person who signs the form. The Hirer of the Hall must be aged 21 years or over.
2. The Hirer shall not sublet the Hall or any part thereof or allow the Hall to be used for any unlawful purpose and shall not use the Hall for any purpose other than that described on the Booking Form.
3. The Hiring Fee must be paid in full upon booking the Hall. Arrangements will be made to provide access or a key will be given to the Hirer which must be returned immediately after the Hire.
4. In the event of a cancellation by a Hirer the Hiring Fee shall be refunded on the following basis:
 - a. If cancelled prior to 28 days before the event the Hiring Fee will be refunded in full.
 - b. If cancelled less than 28 days of the event, 50% of the Hiring Fee will be refunded. However if the Hall is re-booked for that hire period, then 100% of the Hiring Fee will be refunded.
5. A Deposit shall be required for any hire.

The Deposit must be paid at the time of booking and will be refunded within 10 days of the termination of the Hiring Period provided that :

- (a) No damage or loss, however slight has been caused to the Hall and/or its decorations, fixtures and equipment,
- (b) No material complaints are made to The Hall Trustees about noise or other disturbance directly arising from the Hiring Period
- (c) No goods, equipment or property have been stored at the Hall outside of the hire period other than by prior arrangement
- (d) No decorations have been affixed to the walls, ceilings, beams etc. and no blue tac, drawing pins, adhesive tapes or similar have been used anywhere in the hall
- (e) The Hall is cleaned to a satisfactory standard, all furniture and equipment returned to its pre booking positions, all rubbish placed in the dustbins provided, lights switched off, the building locked and the keys returned to the Bookings Secretary immediately after the Hiring Period
- (f) The crockery, cutlery etc is returned cleaned and undamaged, and the fridge and cooker cleaned after use.

Should a breakages deposit not be requested in advance, e.g. for regular users, the Trustees reserve the right to make a charge in arrears.

6. The Hirer indemnifies the Trustees against all actions, costs, claims or demands arising from the Hirers' use of the Hall to include the cost of repair of any damage done to any part of the Hall including the curtilage thereof or the contents of the Hall which may occur during the Hiring Period. Such costs may be deducted from (but will not be limited to) the Deposit.

7. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Local Magistrate's Court or otherwise. A fire-risk assessment for the known hazards has been carried out by the Trustees. The Hirer should carry out their own risk assessment. The introduction of a new fire risk by the Hirer either as a source of ignition e.g. Lighting of Candles, or as new flammable materials e.g. solvents, paper hangings is not allowed unless agreed in writing, in advance by the Booking Secretary. A mobile phone should be in the immediate possession of the hirer to enable them to make a phone call to the emergency services in the event of an emergency.

8. Unauthorised display of advertisements (billboards, notices, placards, signs etc) fixed in a public place is an offence under Section 224 of the Town and Country Planning Act 1990 and can lead to prosecution by local councils in the Magistrates Court. Please be aware of this legislation when advertising your events to take place at the Hall. The Hirer will be held solely responsible for any legal action taken against the Hall by the local council.

9. The Trustees may refuse any application for hire of the Hall without stating a reason.

10. The Trustees reserve the right to cancel any Hire in the event of the Hall being required for use as a polling station, in which case all monies paid shall be refunded but we will not be responsible for any consequential loss.

11. The right of entry to the Hall is reserved to the Trustees any other agent of them during the Hire Period.

12. The Trustees or a Committee Member reserves the right to put a stop to any entertainment or meeting conducted if they have reasonable grounds to do so.

13. The Trustees shall not be responsible for any loss or damage to any Hirer's property (including stored property if applicable) arising from the use of the Hall nor for any personal damage or injury which may be incurred by or be done or happen to any person or persons using the Hall arising from any cause whatsoever. The Trustees shall not be responsible for any consequential loss to the Hirer. The Trustees shall not be responsible for the external failure of utility suppliers, government restriction, unforeseen act of nature, or any other external reason that might render the Hall or part thereof unfit for the use it was hired. The Hirer shall indemnify the Trustees against any claim which may arise out of the Hiring or which may be made by a user of the Hall during the Hiring Period in respect of any loss damage or injury.

14. The Hire of the Hall does not entitle the Hirer to use or enter the premises at any time other than the specific hours for which it is hired. The car park is to be used for parking cars only. Use of the Hall will be restricted to the times for which it is booked, unless access is agreed with the Booking Secretary outside of these times. **In the evenings the Hall must be vacated by 10.30pm Sunday to Friday inclusive and by Midnight on Saturday. No use of the Hall is permitted any day before 8.30am.**

15. The Hirer shall during the Hiring Period be responsible for the supervision of the Hall, its fabric and contents, their care, safety from damage however slight or change of any sort, and the behaviour of all persons using the Hall whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway and the emergency exits from the Hall. Children should not be allowed in to the kitchen. Any Hirer finding any fault, damage or if any other concern is referred to them must inform the Booking Secretary as soon as possible whilst also taking any action to make matters safe or place a warning for other users.

16. Hirers should consider and make their own arrangements for adequate insurance cover for their event in respect of damage or loss of property or injury to persons arising from their Event. The Hall is covered by an insurance policy, a copy of the current certificate is displayed on the noticeboard.

17. The maximum permitted number of people using the Hall is 80. It is the responsibility of the Hirer to ensure that this is not exceeded.

18. Smoking is not permitted in any part of the Hall and the responsibility of enforcement is with the Hirer.

19. Alcoholic drinks may be served free. The sale of alcoholic drinks will only be permitted where this has been declared on the Booking Form and subsequently agreed by the Booking Secretary. The Hirer shall be responsible for obtaining any licence that may be needed for the sale or consumption of alcoholic drinks, and a copy must be provided in advance of the Hiring to the Booking Secretary.

20. Where music is played the noise must be kept to a reasonable level so that annoyance is not caused to residents in the vicinity of the Hall. This is especially important on warm evenings when doors and windows may be open. **Where music is played, doors and windows should be closed by 10 pm, and all music to cease by 11.30pm on Saturday nights.** It is the responsibility of the Hirer to comply with the law and byelaws in this respect.

21. The Hirer must be present throughout the Hiring Period, and to comply and ensure that his invitees comply with these terms and conditions together with the Health and Safety and Fire policies procedures and requirements of the Hall, copies of which are displayed on the Hall notice board, or can be obtained from the Booking Secretary.

22. The Hirer shall comply with the Trustees equal opportunities and child protection policies, copies of which are displayed on the Hall notice board, or can be obtained from the Booking Secretary

23. The Hirer is responsible for ensuring that they or the relevant personnel have the necessary qualifications, licences and insurances for the activities taking place (including Food Hygiene certificate if applicable). The Hirer may be required to show documentary evidence.

24. The front and back doors of the Hall must not be locked whilst the Hall is in use for emergency exit purposes. No exits may be blocked, chairs or obstructions placed in corridors or fire appliances removed or tampered with.

25. No part of the fabric of the building or fixtures and fittings such as the curtains and staging (if in place) may be moved however temporarily from their positions in the Hall.

26. The loft area is out of bounds
27. No additional lights or extension flexes shall be used without the previous consent of the Trustees.
28. NOTHING may be affixed to any part of the Hall other than to the notice boards provided for the purpose. ALL damage must be paid for, including (but not limited to) decorations and furnishings.
29. The Hirer will be responsible for ensuring that all electrical equipment brought into the building is current PAT checked by a reliable electrical contractor and that a risk assessment has been done by the Hirer, otherwise the Trustees reserve the right to remove it.
30. The audio-visual equipment in the Hall may not be used other than by special permission of the Trustees, subject to further conditions and charges.
31. Property of the Hirer must be removed from the Hall by 30 minutes after expiration of the Hiring Period and the Trustees reserve the right to charge for each hour or part thereof until same is removed. The Trustees accept no responsibility for property left in the Hall outside of the Hiring Period, even where property is left with permission of the Trustees for which a storage charge may apply.
32. An accident book is provided in the Hall. It is the responsibility of the Hirer to complete this book with details of any accident or any injury to a user of the Hall in any way resulting during the Hiring Period, and to report it to the Bookings Secretary.
33. A complaints/comments book is kept in the Hall. Any non urgent issues should be entered in this book, which will then be addressed by the trustees at their next meeting and a response given in the same book. Urgent issues should be discussed with the Bookings Secretary at the time.
34. The Trustees reserve the right to amend these Conditions of Hire at any time at their discretion.

SPECIAL CONDITIONS OF HIRE (If applicable)

The Hirer, in signing this contract agrees that the Standard Conditions of Hire and any Special Conditions of Hire have been read and accepted.

As Witness the hands of the parties hereto:

Signed by the Bookings Secretary or a Trustee, duly authorised, on behalf of the Trustees

Signature of Bookings Secretary /Trustee

Signed by the Hirer (duly authorised, on behalf of the organisation named in the Particulars where applicable).

Signature of the Hirer

Please note that signatures do not need to be witnessed.