

Section 3 Model Hiring Agreement

DATED

PARTIES

(1) The Parish Hall named in clause 1.2 acting by its management committee ("Parish Hall").

(2) The person or organisation named in clause 1.3 ("Hirer").

AGREED as follows:

1. In consideration of the hire fee described in clause 1.4, the Parish 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 clause 2 are terms of this agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire set out in the attached Schedule.

1.1 Dates(s) required:

Day(s) Month
 Time required (Hours) From
 Preparation

1.2 Parish Hall

(a) Registered Charity No
 (b) Authorised Representative
 Address
 Telephone Number

1.3 Hirer:

(a) Name
 (b) Organisation
 (c) Name of Organisation's
 Authorised Representative
 Address
 Contact Telephone Numbers

Email address

1.4 Hire Fee

 £

Deposit

 £

The Hirer shall pay as deposit at least one third of the cost of the booking. The balance of the booking fee being payable on or before the conclusion of the event for which the premises are hired (the deposit having been paid on the signing hereof).

Balance

 £

Special deposit

 £

This deposit will be refunded within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the Parish Hall about noise or other disturbance during the period of the hiring as a result of the hiring.

Balance

 £

Payable on or before the conclusion of the event for which the premises are hired (the deposit having been paid on the signing hereof)

Commercial Use?

Yes/No

1.5 Premises

Whole of hall

 70 Chairs (Lectures etc)
50 Chairs + tables

+ Use of kitchen: Specify

 For food
For meeting room
Storage of equipment:
Specify
 Yes:
No:

1.6 Purpose/description of hiring:

This will be a public/private event?

2. The Parish Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated. Please confirm which licensable activities will take place at your event:

Activity	The hall is licensed for (must be completed by the committee)	Times for which the activity is licensed (must be completed by the committee)	Indicate activities to take place at your event (must be completed by the hirer)
a. The performance of plays	Yes	1900 - 2230	
b. The exhibition of films	Yes	1930 - 2230	
c. Indoor sporting events	Yes	1000 - 2230	
d. Boxing or wrestling entertainment	No		
e. The performance of live music	Yes	1000 - 2230	
f. The playing of recorded music	Yes	1000 - 2230	
g. The performance of dance	Yes	1000 - 2230	

		(Sun. 1400-2230)	
h. Entertainments similar to those in a-g	Yes		
i. Making music	Yes	1400 - 2230	
j. Dancing	No		
k. Entertainment similar to those in i – j	Yes		
l. The provision of hot food/drink after 11pm	No		
m. The sale of alcohol	Yes	1900 - 2230	

- 2.1 Have you indicated at 2 (m) that alcohol will be available at your event?

YES
NO

If you answer yes to the above question, you will need to seek written permission from the management committee in order for a bar to be provided or arranged with the Parish Hall's Designated Premises Supervisor or for a Temporary Event Notice to be given for the event. The management committee will require you to complete a separate form detailing your requirements.

- 2.2 The hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.

Main hall	70	<i>Insert appropriate room names and capacities</i>
Kitchen	10	

- 2.3 Where a licensable activity will take place, the hirer hereby acknowledges receipt of a copy of the conditions of the Premises Licence and/or operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agrees to comply with all obligations therein.
- 2.4 The hall has a licence with the Performing Right 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 hall's Premises Licence or where a hall does not have a 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 management committee on the form provided for this purpose 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 hall management committee and local voluntary organisations.

3. The Hirer agrees with the Parish Hall Management Committee to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.
4. It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence (see clause 2.3) or that the Parish Hall Management Committee deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Parish Hall and the Hirer.

5. 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 hereto:

Signed by the person named at 1.2(b) above, duly authorised, on behalf of the Parish Hall Management Committee

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

Please note that signatures do not need to be witnessed.

1 December 2009

STANDARD CONDITIONS OF HIRE

These standard conditions apply to all hirings of the parish hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Booking Secretary 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 in the main Church car park so as to avoid obstruction to others. Cars may only stop outside the Parish Hall for loading and unloading but may not park there. At the discretion of the Parish Hall Management Committee, the Hirer shall make good or pay for all damages (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents where the Hirer's liability is not covered by the Hall's insurers, but not exceeding £250 for any one incident. See also paragraph 11.

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 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. 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.

5. Licensable activities

The Hirer shall ensure that the Parish Hall holds a Performing Society Right Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Parish Hall the Hirer should ensure that they hold the relevant licence or the Parish Hall holds it.

6. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the hall's 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. The hirer shall also comply with the hall's

health and safety policy. Due to the siting of the ovens it is advised that children under 14 should not be allowed in the kitchen at any time.

(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. (Include diagram of location if required, when handing over keys.)
- 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.

(b) In advance of an entertainment or play 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.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

7. Means of escape

(a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

(b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

8. Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the hall management committee.

9. 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 Temperature Regulations. The premises are provided with a refrigerator and thermometer.

10. 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.

11. 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 Parish Hall Management 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
- (iii) all claims, losses, damages and costs made against or incurred by the Parish Hall Management Committee, 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 Hall Management Committee and the Parish Hall's employees, volunteers, agents and invitees against such liabilities.
- (b) The Parish Hall is insured for the liabilities described in sub-clauses (a) (i) above and, in the case of non commercial hirers, for the liabilities described in sub-clauses (a) (ii) and (iii) above. The Parish Hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Parish Hall Management Committee and the Parish Hall's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy but not exceeding £250 for any one incident in either case.
- (c) Where the Parish 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 Parish Hall Booking Secretary. This applies in particular to use of the premises for meetings organised by political parties or for commercial or business use. Failure to produce such policy and evidence of cover will render the hiring void and enable the Parish Hall Management Committee to rehire the premises to another hirer.

The Parish Hall is insured against any claims arising out of its **own** negligence.

12. Accidents and dangerous occurrences

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

- Telephone: 0845 3009923
- Facsimile: 0845 3009924
- Website: www.riddor.gov.uk or via the HSE website: www.hse.gov.uk
- Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

13. 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 management committee. No decorations are to be put up near light fittings or heaters.

14. 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 Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

15. 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. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. 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. No illegal drugs may be brought onto the premises.

16. 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 Parish Hall. No animals whatsoever are to enter the kitchen at any time.

17. Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks and, from 2010, comply with ISA requirements 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 Parish Hall Management Committee with a copy of their CRB check and Child Protection Policy on request.

18. 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 member of the village hall's management committee 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.

19. 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. Further detail can be found in **Village Hall Information Sheet 34, Sale of goods.**

20. Film shows

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.

21. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Parish 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 Parish Hall. The Parish 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 Parish Hall Management Committee 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 such case the Hirer shall be entitled to a refund of any deposit already paid, but the Parish Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. 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 Parish Hall shall be at liberty to make an additional charge.

23. 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.

24. Stored equipment

The Parish Hall Management Committee 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.

The Parish Hall Management Committee may use its discretion 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. This may result in the Parish Hall Management Committee disposing 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.

25. 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 Parish Hall Management Committee remain in the premises at the end of the hiring. It will become the property of the Parish Hall unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

26. No rights

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

27. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

28. No 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.

Based on ACRE Model Hiring Agreement issued 1 December 2009