(1) The Village Hall named in clause 1.2 acting by its management committee (“Village 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 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**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Date Required** |  | **Number of attendees** |  | **Type of event** |  |
| **Start Time Times required**  |  | **Finish Time:**  |  |
| **Bar Hire: Please state bar start time: n/a** |
| 1. **Please allow the appropriate time in hire time to ensure you can complete the set up and clearing/cleaning to be carried out prior to and following your event. Note all music must cease by 11pm although the hall can be used until 11.30pm.**
2. **All rubbish must be removed by the hirer.** This includes any nappies, food waste or any waste generated during the hiring of the hall. (this excludes the paper hand towels in the toilets)
3. **There is an optional clean-up service available and this service is compulsory for all large events of 60 people or more.**
 |

**1.2 Village Hall**

|  |  |
| --- | --- |
| 1. Registered Charity Number
 | **520470** |
| (b) Authorised Representative: | **Alison Smith** |
|  Address: | **Linton Village Hall Winchester Drive, Linton Swadlincote Derbyshire. DE12 6PW** |
| Telephone Number:  | **07966679585** |

**1.3 Hirer:**

|  |  |
| --- | --- |
| (a) Name |  |
| (b) Organisation(if applicable) |  |
| Address  |  |
| Telephone Numbers & email |  |

**1.4 Hire Fees**

|  |  |
| --- | --- |
| 1. **Hourly Rates. £20**
2. **All Day Rate (8am-11.30pm) £250**
3. **Half Day Rate (8am-3.30pm) or 5pm-11.30pm) £125**
4. **Bouncy Castle use £25**
5. **Clean up service\* Compulsory for all events over 60 people or optional for other events**
 | (Enter amount) **£25/ Not required** (Please select)**£50/ Not required** (Please select) |
| **Bar Hire (optional)\*\*****Please note this is a licenced premise and only alcohol sold on the premises from the bar may be consumed. Minimum of 40 adults attending for bar hire.** | **£20/ Not required.** (Please select) |
| **Total -please include all compulsory and optional fees****Please note there is no wi-fi available at the hall** | **Total hire cost £** |
| **Security Deposit\*\* £50**  |
| **Total £** |

**Hire fee to be paid by BACS to:- Account Name: Linton Village Hall Sort Code: 40-43-30 Account Number: 61001868 or by PayPal to villagehall.linton@gmail.com**

**The Hirer shall pay the full cost at the point of the booking including all compulsory fees.**

**\*Clean up service**

The hall will clean put away all chairs and tables and clean all areas used and sweep and mop the floors. **You will need to bag up catering /event waste and decorations that you have used at your event and this will be disposed of during the clean-up.**

\*\***The security deposit** will be refunded within 10 working 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 Village Hall about noise or other disturbance during the period of the hiring because of the hiring. Any additional cleaning costs will be deducted from the deposit. **All hire charges are to be paid before the booking can be confirmed.**

**Will the activity be for commercial Use?**  **Yes / No**

Linton Village hall is held on strict trusts with the Charity Commission for the purposes of a village hall. The management committee is bound to ensure that the hall is administered in accordance with those trusts. Accordingly, the village hall is bound to preserve and hereby reserves the right to terminate this Agreement by not less than 7 days’ notice in writing to the Hirer in the event of the hall being required on the same date/time for the fulfilment of its charitable purposes. In the event of such termination by the village hall, the village hall shall refund to the Hirer all monies paid by the Hirer to the village hall. The village hall shall not however be liable to make any further payment to the Hirer in respect of expenses, costs or losses incurred directly or indirectly by the Hirer in relation to the termination.

**1.5 Premises**

**Please specify which parts of the hall will be required.**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Main Hall |  | Main Entrance |  | Kitchen |  | Bar Area |  |
| Male Toilets |  | Disabled Toilet |  | Female Toilets |  | Storeroom  |  |
| Stage |  | Meeting Room |  | Cellar |   | Bar  |  |

**1.6 Purpose/ description of reason for hiring.**

|  |
| --- |
|  |

Use of premises The village hall is a community facility and, as a charity, the village hall must ensure that users of the hall do not allow anything to take place which might bring the village hall’s reputation into disrepute or annoy or offend local people. So, for example, a photography class or the exhibition of photographs or video material which might offend public sensibilities will not be allowed and if such activity is not disclosed to the village hall, the hiring will be cancelled. See Standard Condition 2

**Will tickets be sold for your event? No**

**Is food to be provided at your event? No**

**2.** The Village Hall has a Premises Licence authorising the sale of alcohol from the licensee on the premises. No alcohol can be consumed on the premises unless purchased at the bar . The following activities can be carried out on the premises as long as the maximum occupancy is not exceeded. This is 140 standing only and 12 seated. Please confirm which activities will take place at your event

|  |  |  |
| --- | --- | --- |
| **Activity** | **Times Available** | **Please indicate all activities** |
| **a. The performance of plays**  | **08:00-23:00** |  |
| **b. Indoor sports events/activities** | **08:00-23:00** |  |
| **c. Performance of live music/d. The playing of recorded music (disco or DJ at event)** | **08:00-23:00** |  |
| **e. The performance of dance /f. The performance of recorded music** | **08:00-23:00** |  |
| **g. Entertainments similar to those in a.- g.** | **08:00-23:00** |  |
| **h. Making music** | **08:00-23:00** |  |
| **i. Dancing** | **08:00-23:00** |  |
| **J. Personal celebration events/parties (We can not accept booking for 18th or 21st birthday parties)** | **08:00-23:00** |  |
| **k. Community activities** | **08:00-23:00** |  |
| **l. Private hire for business activities that benefit the community or of interest to the community** | **08:00-23:00** |  |
| **m. Community social events such as coffee mornings, fund raising**  | **08:00-23:00** |  |
| **n. Arts activities** | **08:00-23:00** |  |
| **o. The consumption and/or sale of alcohol (You are not allowed to bring your own alcohol to be consumed on the premises or car park)** | **08:00-23:00** |  |

**The hall has a licence: with the Performing Right Society for the performance of copyright music**

**2.1** 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 Village Hall does not have a relevant 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. Present during Hire Period**

 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.** 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 management committee deem 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.

**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 here to:

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

|  |  |
| --- | --- |
| Alison Smith | Date:  |

**Signed by the Hirer 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**

|  |  |
| --- | --- |
|  | Date: |

**Standard conditions of hire**

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 Hall Secretary or Booking Clerk 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. As directed by the Hall Secretary, 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 (including the car park if any) 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. **NOTE: Confetti and confetti cannons are not allowed to be used in the hall**

**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 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 village 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 village hall management committee and the Village Hall’s employees, volunteers, agents and invitees against such liabilities.

The Hirer shall be prepared to pay for any costs or 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 Booking 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. The Village Hall is insured against any claims arising out of its own negligence.

**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 Village Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

**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 Disclosure and Barring 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 management committee with confirmation that these checks have been undertaken and a copy of their Vulnerable Person/ 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, the Licensing Authority, and 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. Full safety details are displayed in the foyer notice board.

The Hirer shall also comply with the hall’s health and safety policy.

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

1. 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. (details displayed on the Health and Safety notice board in the foyer.

• 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. (located in Kitchen above serving hatch

1. 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. No music is to be played after 23:00 hours and before 08:00am

**11. Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall ensure that 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 Temperature Regulations.

**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.

**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. The Village Hall 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 village 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.

**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 member of the village hall management committee as soon as possible and complete the relevant section in the village hall’s accident book. Certain incidents may require additional reporting. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). A member of the village hall committee will contact you to complete this if appropriate.

**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 management committee. 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 management committee. 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 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.

**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 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 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, which will be deducted from the security deposit

**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**. **End of Hire Checklist**

The Hirer shall be responsible for leaving the premises and surrounding area in the same condition as it was found. It is the hirers responsibility to ensure the following

1. The hall is left in a clean and tidy condition, (in the condition it was hired) this includes removal of any items brought into the hall.
2. All surfaces and Floors should be cleaned and swept and in the event of a spillage the floors mopped. **(This is covered by the clean up service is this option is chosen)**
3. **All rubbish must be removed by the hirer.** This includes any nappies, food waste or any waste generated during the hiring of the hall. (this excludes the paper hand towels in the toilets)
4. All chairs and tables used during the hire period must be returned to their normal storage positions and stacked according to the instructions displayed on the storage room wall. **(This is covered by the clean up service is this option is chosen)**

**Note: Please do not use sticky tape or blue tac on the tables or wall to secure tablecloths etc**

1. Ensure all taps in the kitchen are turned off and no water is left running.
2. All manually controlled lights are turned off in the building.
3. The hall is properly locked with all doors and windows secured and the alarm set

If the hirer fails to carry out any of the above, the village hall shall be at liberty to either hold back a part or all of the security deposit paid or, make an additional charge.

**Additional Information**

1. **The Hall Address:** Linton Village Hall, Winchester drive, Linton DE12 6PW
2. **Telephone**: No phone in Hall.
3. **Accessibility:** Fully accessible to disabled persons except the meeting rooms and stage.
4. **Toilets:** Male and female toilets and One disabled toilet in foyer
5. **Car Parking Spaces At the Hall**: Approx 30 cars & 3 spaces for disabled drivers next to the main front entrance.
6. **Collecting Keys & Opening Up** Collect keys from either the Bookings Manager, Keyholder or via the Key Safe. This will be confirmed nearer the time of your booking.
7. **Electric Light Switches** All switches for the main hall are in the storeroom are clearly labelled. Entry is through the kitchen door and all light switches except the main hall and bar are senor lights.
8. **Electric Power Sockets/Switches –** 13 amp. D = Double sockets are available in the hall, meeting rooms and kitchen. Sockets are also at the back of Stage.
9. **Chairs & Tables Main Hall** - 140 stackable chairs, 3 large tables and 16 medium tables and 10 small tables are available. Please use a chair trolley and table trolley to move chairs and tables around the hall.
10. **Kitchen Equipment** A catering standard kitchen steel worktops is available and the following appliances:- electric oven and hob, fridge, chiller cabinet and microwave. **PLEASE BE AWARE** that if you are preparing, serving or selling food you must observe all relevant food health & hygiene legislation because **YOU** will be responsible for any outbreak of food poisoning.
11. **Licences – alcohol and entertainment** The Village Hall Management Committee holds a full premises licence and a PRS licence which permits the use of copyright music in any form (record, compact disc, tapes, radio, television or by performers in person) and the sale and consumption of alcohol. If alcohol is to be consumed, in any form, or you are unsure about your licensing requirements you MUST discuss this with one of our Booking Managers.
12. **Public Safety** Smoking or vaping is not permitted anywhere inside the Hall.
13. **Fire Exits and Fire Alarm Notices.** Please ensure that all your guests know where these are and what to do in the event of a fire – see notices near the extinguishers and fire exits. If you need to evacuate the building one person MUST stay by the fire exit doors to make sure that BOTH doors are open. In the event of any fire call the Fire Service immediately on 999, quoting the post code DE12 6PW. Direct guests to the emergency exit, and gather outside at the front of the hall. The Hall Fire Extinguishers are located on the stage, in the foyer and kitchen.
14. **First Aid Box** is in the kitchen above the serving hatch.
15. **Reporting Accidents**: All accidents must be recorded in the Hall’s Accident Book, held located next to the First Aid box in the kitchen.