

UTTERBY VILLAGE HALL - HIRE AGREEMENT

By proceeding with your booking you agree to accept the following terms and conditions for the hire of the hall.

You will be asked to sign a copy of this agreement before your hire begins.



TERMS & CONDITIONS OF HIRE

Agreements with the Management Committee of Utterby Village Hall ("the Village Hall") for the hire of Utterby Village Hall ("the Premises") are subject to these Terms and Conditions of Hire ("the Hire Conditions")

1. Undertaking of the Hirer

The Hirer will ensure that they have read, understand and agree with the Hire Conditions.

2. Supervision by the Hirer

The Hirer, or their representative as named in their booking details, will be present throughout the hiring, to ensure compliance with the provisions and stipulations contained or referred to in these Hire Conditions.

3. Responsibility of the Hirer

The Hirer will be responsible during the period of hire for:-

- Supervising the use of the Premises and ensuring their users take care of the building and contents.
- Ensuring that the Premises are kept secure for the duration of the hire.
- Ensuring that, at the end of hire, the Premises are left clean and tidy with rubbish placed in the appropriate waste bins outside and that all equipment, including chairs and tables, have been returned to their storage positions safely. Care must be taken when moving tables/chairs. To help remember what needs to be done, a **"Hall User's Checklist"** can be found on the wall in the kitchen.
- Ensuring that the kitchen is used only for food and drink preparation.
- Ensuring that children are supervised at all times, both inside and out.
- Ensuring that the Premises are cleared of people at the end of hire.
- Ensuring that smoking does not take place on the Premises, including E-cigarettes/vapes.
- Ensuring that animals, except assistance dogs, are not brought into the building, without permission of the Village Hall.
- Ensuring that they and their attendees recognise the fact that the Premises are situated in a residential neighbourhood and conduct themselves accordingly e.g. by taking care not to slam car doors, especially late at night; not playing music too loudly or making other sounds at inappropriate levels.
- Advising the Village Hall if the Hirer needs to use the modular staging so that appropriate health & safety information can be given for use.
- Ensuring that bouncy castles or other inflatables are not used on the premises. Please see 4 below

4. Bookings Which May Be Refused

The Village Hall has the right to refuse bookings, including where there is concern over safety issues, lack of cooperation over terms and conditions of hire, potential noise levels and other nuisances to neighbours.

Bookings from Hirers under the age of 18 cannot be accepted.

Bookings for events with bouncy castles or inflatables cannot be accepted due to safety issues with ceiling height and width restrictions. Outside use is also not permitted.

5. Payment Terms

A deposit of £30 will be charged on one off bookings over 2 hours. This is payable at the time of booking by bank transfer. The Hirer shall pay the hire fees, or remaining hire fees minus deposit, by cash or cheque at the start of the hire, or by bank transfer the day before. A written receipt will be issued if requested by the Hirer.

The Village Hall will agree payment terms with regular Hirers on an individual basis.

The Hirer agrees to pay for any damage or breakages. See Paragraph 12 Indemnity.
The Hirer agrees to pay an additional fee of £50 if the Premises is not left clean and tidy after use.

See Paragraph 17. Cancellation, for information regarding deposit refunds.

7. Fire Regulations

The Hirer shall agree to, and follow, all fire safety requirements.
See separate fire safety information and evacuation procedure.

For one off bookings, a Village Hall representative shall brief the Hirer on fire safety and evacuation procedures before their hire begins.
Regular Hirers shall be briefed on fire safety and evacuation procedures at their first hire, and these safety measures must be followed for each subsequent hire.

Fire safety information will be displayed in the kitchen and evacuation procedures are displayed on the wall in the carpeted coffee area and by the exit door in the main hall.

8. Use of Premises

The Hirer must indicate the purpose of the hire at the time of booking.
Once the booking is confirmed, this will serve as an agreement between the Hirer and the Village Hall, that the Premises may be used for the intended purpose.

Any advertising by Hirers must include the name of the organising group/company/individual (as applicable) in any promotional material, to ensure clarity about who is running the event/activity.

The Hirer shall not:-

- sub-let or use the Premises for any purpose other than that described on their Booking Form
- use the premises/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
- allow the use of drugs on the Premises
- allow smoking or the use of electronic cigarettes/vaping in the Premises, or in the vicinity of the entrances.

9. Car Parking

Vehicles are parked at owner's risk. Entrances to the Premises must not be blocked. The Hirer shall be responsible for ensuring cars are parked safely, especially at larger events. The disabled parking space at the back of the Premises must be kept free for disabled users. **Drivers must keep to the 5mph speed limit on site.**

10. Licences

Alcohol

Utterby Village Hall does not have an alcohol licence. The Hirer cannot sell alcoholic drinks, or provide alcohol for a donation, or include alcohol as part of a ticket price. These all constitute the sale of alcohol.

Please ask us if you do want to include alcohol as part of your event.

It is possible, but we need to discuss with you how it can be arranged.

The Hirer is responsible for -

- Ensuring that Alcohol is not served to any person under the age of 18 years.
- Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure
- Complying with all conditions and regulations required by the Licensing Act.

Music

As the Village Hall is a Community Premises, playing live or recorded music is allowed between the hours of 8am and 11pm.

The Village Hall holds **TheMusicLicence** from PPL PRS for Music Usage in Community Buildings. This covers the playing of copyrighted, recorded and live music for all parties and events.

If the Hirer is earning an income from providing an activity, where copyrighted music is involved, (such as aerobics or dance classes), this use of music is not covered by the Hall's licence. The responsibility for holding the relevant licence rests with the Hirer.

Other Entertainment

Showing "not for profit" films (age classifications apply) and performances of plays or dance, are also allowed between 8am and 11pm.

11. Compliance with Legislation Relating to Children or Vulnerable Adults

The Village Hall does not run or provide specific groups for children or vulnerable adults, but has a duty of care, and is committed to the protection and safety of everyone who enters the Premises. Therefore, the Village Hall has its own Safeguarding Policy.

For all bookings involving children or vulnerable adults, except private parties where the Hirer is a family member, the Hirer is required to have their own safeguarding policy and must ensure that those who work with young people or vulnerable adults hold a current DBS certificate

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation and that only fit and proper persons have access to children or vulnerable adults. **Safeguarding Policies are the responsibility of the Hirer.**

12. Indemnity

The Hirer agrees to pay for any losses or damages that The Village Hall or its representatives may suffer as a result of the Hirer's actions or omissions.

The Hirer also agrees to pay for any legal fees and costs that may be incurred as a result of any breach of contract.

The Hirer shall be responsible for -

- the cost of repair of any damage done to any part of the Premises including the surrounding land, or the contents of the Premises
- 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.

As directed by the Village Hall, 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.

13. Insurance

The Village Hall is insured with Allied Westminster Village Guard – Village Hall Insurance.

This includes public liability insurance.

The Hirer is responsible for ensuring that any company or services they use, such as a catering company or operator hired to bring equipment onto the Premises, has relevant and appropriate insurance, which shall include public liability insurance.

If the Hirer is operating as a business, they are responsible for ensuring that they have relevant and appropriate insurance for their business, which shall include public liability insurance.

It is the responsibility of the Hirer to ensure they have any necessary insurances in place particular to their group or activity.

14. Accidents and Dangerous Occurrences

The Village Hall has a Health & Safety Policy and has made appropriate Risk Assessments.

It is the responsibility of individual groups to ensure they are aware of risks and hazards particular to their own group and the type of activities they are undertaking. They should implement actions to remove/control risks and hazards as applicable.

The Hirer must report all accidents to the Village Hall as soon as possible, and complete the Village Hall's Accident Book*. If applicable, the Hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called.

For minor injuries, there is a basic First Aid Kit located in the small meeting area, on the wall (in a white cabinet labelled with a white cross on a green background). The Premises checks the contents for use by dates/replenishes as required.

*The Accident Book is located on top of the first aid cabinet.

Any failure of equipment, either that belonging to the Premises, or brought in by the Hirer, must also be reported as soon as possible.

15. Stored Equipment

The Village Hall 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 excluded.

All equipment and other property, other than equipment stored on the premises by agreement, must be removed at the end of each hiring. The Village Hall will inform the Hirer of any equipment/property that has been left behind. If not collected, the Village Hall may dispose of any left items after 14 days.

16. Alterations & Decorations

Party decorations (e.g. bunting/banners/balloons) are permitted.

These may be hung from the small brass hooks already provided, along the dado rail that runs mid height around the Hall, from the white hooks that are mid way up the walls on the white trunking, or from the handles on the windows. Hirers must not stand on tables or chairs to put up decorations. Blu-tack, drawing pins, adhesive tape or similar may not be used.

On request, Hirers must produce evidence that the decorations are not a fire hazard.

Any "balloon arches" must not block fire exits.

Candles/tea lights are not permitted as decorations (unless battery operated types are used).

No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or anything be attached to any part of the Premises without the prior written approval of the Village Hall.

17. Cancellation

By the Hirer

The Hirer may cancel their booking up to 48 hours before the hire, by contacting the Hall and their deposit will be refunded. Deposit refunds will not be made if cancellations are made after this time.

By the Village Hall

The Village Hall reserves the right to cancel a hiring in the event of a national emergency, or similar situation that requires the Premises to be closed, or the Premises is required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum.

Cancellation may also occur if the Village Hall reasonably considers that:

- hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements,
- unlawful or unsuitable activities may take place at the Premises as a result of the hiring,
- the Premises have become unfit for the use intended by the Hirer, or
- the Village Hall needs to schedule refurbishment, repair or maintenance work.

In any such cases, the Hirer shall be entitled to a refund of any hire fees already paid, but the Village Hall shall not be liable for any resulting direct or indirect loss or damages whatsoever.

18. Public Health

Viral Pandemics/Diseases

The Hirer is responsible for conforming to all Public Health legislation and guidance that relates to the control of viral pandemics or diseases such as Covid-19 and to take reasonable precautions to stop the spread of the virus.

People with symptoms of Covid or testing positive, should not attend events at the Premises and follow government guidance on self isolation.

Food Safety

The Village Hall provides a clean, modern, domestic kitchen, as would be found in a home. There is a large fridge, under counter freezer, domestic induction hob*, electric oven, kettles, a toaster and a microwave. There is a double sink with hot water for washing up. Washing up liquid and clean cloths/tea towels are provided for each hire. There is also antibacterial spray and blue disposable paper towels available to wipe surfaces. Antibacterial hand gel is provided for use and is located on the serving hatch.

The Hirer is responsible for ensuring that food preparation and any food supplied is safe.

Food preparation areas should be kept clean during use. The Hirer must ensure that all food areas and any food equipment belonging to the Premises, are cleaned thoroughly after use. The Hirer must take home or throw away any unused food items at the end of the hire.

*Please ensure that you follow the instructions for using the hob as only certain pans work with induction. There is a set of pans in the drawers under the hob for use. If bringing your own pans, please ensure they can be used with induction hobs.

19. Sole Use & Right of Entry

The Hirer can expect to be the sole user of the Premises for the duration of their hire. However, the Village Hall retains the right to enter the Premises at any time during the hire.

20. Policies File

A file of policies, procedures and documents relating to Utterby Village Hall, will be made available in the kitchen. This is available for all Hirers to read.

Regular Hirers in particular should make themselves familiar with this information, in relation to their group/activities.

Please ask if you would like individual copies or need to discuss anything with us.

ACCEPTANCE

These Terms and Conditions and Fire Safety/Evacuation Procedure, have been made available to the Hirer at the time of making the booking.

It is the Hirer's responsibility to have read the information and to have asked for further clarification if needed.

It is the duty of all Hirers to act responsibly, taking care of their own health and safety and that of others, during their hire.

One Off Hirers

A representative from the Village Hall will explain the Fire Safety/Evacuation Procedure on the day of hire. The Hirer will then sign this agreement on the day, at the start of their hire.

Regular Hirers

A representative from the Village Hall will explain the Fire Safety/Evacuation Procedure at the first hire. The Hirer will then sign this agreement at the start of their first hire. This agreement will then be ongoing, to cover their subsequent hires. This will be reviewed and re-signed annually (in January) for Regular Hirers.

By signing this agreement and proceeding with the booking, the Hirer accepts these terms and conditions.

Signed -
(HIRER)

PRINT NAME -

Group/Organisation (if applicable) -

DATE -

**UTTERBY VILLAGE HALL
MAIN ROAD
UTTERBY
LOUTH
LN11 0TQ**

Charity No - 508185