

**LITTLE OUSEBURN VILLAGE HALL**  
**Hire Agreement and Terms and Conditions of Hire**

*When this agreement is signed, hirers will enter into a contract with the Village Hall; the contract could be used in evidence should legal action become necessary*

*The parties to the agreement are:*

- a) The Trustees of the Little Ouseburn Village Hall Charitable Incorporated Organisation, and*
- b) The person or organisation named in clause 1 below*

**1. The Hirer:**

**1.1. Name And Address of Hirer:**

**1.2. Contact Telephone & Mobile Numbers:**

**1.3. Email address:**

**1.4. Name of Organisation/Company:**

**2. Date(s) Required:**

**3. Rooms & Times Required:**

*(Ensure that the times you enter include sufficient time to set up before and clear away after your event)*

**3.1 Main Hall**

**3.2. Small Hall**

**3.3. Kitchen**

**4. Equipment Hire only:**

*(for completion if you wish to hire furniture, crockery etc. for use in a separate location)*

*Please specify the type and number of items required:*

**5. Purpose of Booking** *(Ensure that all items marked with an asterisk \* comply with the relevant conditions of hire)*

**5.1.** State the nature of the event:

**5.2.** Is the event for private or public use?

**5.3.** Will tickets be sold?

**5.4.** Is food to be provided at the event? \*

**5.5.** Is alcohol to be provided at the event? \*

**5.6.** Will there be screening of a film? \*

5.7. Will live music be performed, or recorded music played? \*

5.8. You agree not to exceed the maximum permitted number of 90 - **this number must not be exceeded.**

**6. Will alcohol be available at your event?** If yes, please confirm that you have read and will comply with paragraph 6 set out in the terms and conditions of hire

**7. Hire Fees:**

**7.1. Hall:** The current fee is £15 per hour or part thereof (including time to set up & clear away)

**7.2. Tables, chairs, crockery & cutlery:**

Whilst there is no fixed charge for the hire of these items, you are asked to make a donation which will help to defray the Hall's running costs

**7.3.** Your calculation of the total fee/donation is: £

**7.4.** A deposit of 50% of the hire fee is required, payable at the time of booking. An additional security deposit may be required, payable in advance, at the absolute discretion of the Bookings Manager, which will be refunded in full within 28 days after the event provided no damage or loss is caused to the Hall premises and/or contents and no complaints have been made to us about noise, or other disturbance during the hirer's use of the Hall

**8. Payment:**

Payment may be made by BACS (preferred), by cheque or in cash. For BACS payment the Hall's account details are:

Bank: HSBC UK

Account name: Little Ouseburn Village Hall

Sort Code: 40-12-28

Account No.: 01241583

Cheques or cash must be handed to the Bookings Manager together with this signed agreement

**Your signature:**

**Your name in full (block capitals):**

**Date:**

In signing this form you are confirming that you are over 18 years of age, and that you agree to the standard terms and conditions of hire

**Please return this form to the Bookings Manager:**

Alison Kettle

90 Main Street

Little Ouseburn  
YO26 9TG  
or email to: alisonkettle@hotmail.co.uk

A copy will be returned to you confirming the booking

### **Standard Conditions of Hire**

- 1. Age.** You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met
- 2. Supervision.** During the period of hiring, you are responsible for:
  - a) supervision of the premises, the fabric and the contents
  - b) care of the premises, safety from damage however slight or change of any sort, and
  - c) the behavior of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highwayAs directed by us, you must 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.** You must not use the premises (including the car park) for any purpose other than that described in the Agreement and must 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 or do anything or bring onto the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission. Use of the Hall **excludes entirely** access to the first floor; this area is reserved for storage and for any meetings which may be held by the Hall Trustees
- 4. Insurance and Indemnity.** The Hall carries public liability insurance. Any equipment brought into the Hall by you is your sole responsibility and suitable insurance cover must be arranged
- 5. Gaming, betting and lotteries.** You must ensure that nothing is done on or in relation to the Hall in contravention of the law relating to gaming, betting and lotteries

- 6. Licences.** You must comply with the Hall's premises licence which places restrictions on activities as follows:  
Dance: Monday to Friday 9.0am to 12 midnight; Sunday 9am to 11.00pm  
Music (live or recorded); Monday to Saturday 9am to midnight; Sunday 9am to 11.00pm  
Alcohol cannot be sold without a licence and you are responsible for applying for same
- 7. Children and vulnerable adults.** You must ensure that children and vulnerable adults are properly supervised at all times *and* that activities are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. If you are an organisation you must have proper safeguarding policies in place and produce these if and when requested by the Hall Trustees. Youth organisations using the Hall must have adequate adult supervision
- 8. Public safety compliance.** You are required to comply with all conditions and regulations concerning public safety, specifically:
- a) not to exceed the maximum persons (90) allowed in the Hall
  - b) to ensure that at least one person at your event **has a mobile phone** should any emergency service be required (see 8(c) and 18 below)
  - c) to be familiar with and to follow all Fire Safety instructions concerning action to be taken in the event of fire, the location of fire alarms and equipment, the location of fire exits, and the need to keep all fire doors free of obstruction and never wedged open
  - d) to assess the risks involved in the event and apply appropriate control measures
- 9. Noise.** You must ensure that the minimum of noise is made in arrival and departure, particularly late at night and early in the morning. Amplification equipment may be used provided that doors and windows are kept shut. Events must finish by midnight Monday to Saturday, and by 11.00pm on Sunday
- 10. Drunk & disorderly behavior & supply of illegal drugs** You must ensure, in order to avoid disturbing neighbours of the Hall, and avoid violent or criminal behaviour, that no one attending the event consumes excessive amounts of alcohol, and that no illegal drugs are brought on to the premises
- 11. Food preparation.** If you prepare, serve and/or sell food you must observe all relevant food hygiene legislation and regulations
- 12. Electrical equipment and heating.** If you bring any electrical equipment onto the premises you must ensure it is in good working order and complies with

electrical safety requirements and/or has been PAT tested. Leads and cables should not trail across the floor. *No appliances* may be used to supplement the central heating system

13. **Bouncy Castles.** Bouncy Castles are not permitted, either within the Hall, or in its grounds and car park. This is because of recurring problems with adequate insurance arrangements
14. **Smoking.** You must ensure that the Hall's non-smoking policy is observed at all times. ***There is a complete ban on smoking in the Hall, its grounds and car park***
15. **Accidents.** Any accident or injury, however slight, must be recorded on one of the forms which are kept in the Accident Book located in the kitchen. The form should be left in one of the envelopes provided; additionally the Bookings Manager must be informed. First Aid kits are kept in the kitchen and in the entrance hall.

The nearest Accident and Emergency Departments are at: Harrogate District Hospital, Lancaster Park Road, Harrogate HG2 75X (01423 885959)  
York District Hospital, Wigginton Road, York YO31 8HE (01909 631313)
16. **Wi-Fi Service.** The use of the Hall's Wi-Fi service is subject to the following provisions:
  - 16.1. the service may not be used to disseminate any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws; to transmit material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liberty or otherwise breaches any applicable laws, regulations or code of practice; interferes with any other persons use or enjoyment of the Wi-Fi service; or makes, transmits, or stores electronic copies of material protected by copyright without permission of the owner
  - 16.2. any username, password or any other information which forms part of the Wi-Fi service security procedure is confidential and may not be disclosed to any third party
17. **Cancellation.** If you wish to cancel the booking before the date of the event and we cannot find a replacement booking, we may at our discretion return the deposit or require payment of the full hire fee.

We reserve the right to cancel this Agreement in the event of:

  - a) the Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election

- b) the Trustees reasonably considering that the hire will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or that unlawful or unsuitable activities will take place as a result of the hiring
- c) the Hall becoming unfit for your intended use
- d) an emergency which requires use of the Hall as a shelter for victims of flooding, snowstorm, fire, explosion or similar disasters

In any such case you will be entitled to a full refund of any deposit already paid, but the Trustees will not be liable for any resulting direct or indirect loss of or damages whatsoever

**18. End of hire.** You are responsible for leaving the Hall and surrounding area in a clean, tidy and hygienic condition, properly locked and secured unless directed otherwise. Equipment and furniture removed from usual positions should be returned; electrical equipment, lights and taps turned off. All booked events and parties must finish by 11pm and the Hall closed by midnight. *Replace the door key in the outside key safe, and replace and secure the chain across the car park entrance.*

**19. No alterations, decorations and fly posting.** You must not make any alterations, install or attach any fixtures, placards, decorations or other articles to any part of the premises without prior approval. If any damage is caused you must make this good to our satisfaction

**20. Emergency contact numbers.** In an emergency contact the Hall's representative via the following numbers:

First call: 01423 330047/07714 203245

Second call: 01423 331490/07704 249870

**21. No rights.** This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you

### ***Special conditions operating during the Covid pandemic***

Additional conditions may be introduced during the Covid pandemic: if so these will be attached as an addendum to this document

