

LLANSANTFFRAID POOL AND LLANSANTFFRAID DEUDDWR VILLAGE HALL

Registered Charity 524417

Treflan, Llansantffraid, Powys, SY226AE

Date of Agreement

PARTIES

- (1) The Village Hall named in clause 2.2 acting by its management committee.
- (2) The person or organisation named in clause 2.3.

AGREED as follows:

1. Throughout this Agreement:
 - the Village Hall named in clause 2.2 is referred to as "we"; "our" is to be construed accordingly and "we" and "us" mean and include the Village Hall's charity trustees, employees, volunteers, agents and invitees
 - the person or organisation named in clause 2.3 is referred to as "you"; and "your" is to be construed accordingly; "you" also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees
 - where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Hall Caretaker/Booking Secretary or, if the Hall Caretaker/Booking Secretary is not available, any of our charity trustees.
2. In consideration of the hire fee described in clause 2.4, we agree to permit you to use the premises described in clause 2.5 for the purpose described in clause 2.6 for the period(s) described in clause 2.1. The details inserted in sub-clauses 2.1 to 2.6 below and the answers to the questions in sub-clauses 2.7 to 2.11 are terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

2.1 Date(s) required:	<i>Monday/Tuesday/Wednesday/Thursday/Friday/Saturday/Sunday</i>
Time required (Hours). Include preparation time and event time.	<i>From:- To:-</i>

Preparation

2.2 Details of Village Hall	
Llansantffraid Village Hall	(a) Registered Charity No. 524417
(b) Authorised Representative:-	Mrs Susie Hall
Address:-	21 Treflan, Llansantffraid, Powys, SY22 6AE
Tel No:- 07958199634	Email:- enquiries@llansantffraidvillagehall.com

2.3 Details of Hirer	
<p>(a) Name / (c) Name of Organisations' Authorised Representative (if applicable). This person takes responsibility for the hire and must be present throughout.</p>	
<p>(b) Name of Organisation (if applicable)</p>	
<p>Tel No(s):-</p>	<p>Email:-</p>
<p>Address:-</p>	
<p>Is this a Commercial Hire? (i.e. even for profit, you must have your own public liability insurance and provide details to Booking Secretary.)</p>	<p>YES/NO Please indicate</p>
<p>Please note:- Commercial hirers can be asked to move their booking if the hall is required for its own charitable purposes. In practice, we make every effort to avoid this. All hirers will be required to move their bookings if the hall is needed as a polling station.</p>	

Details of Event	
<p>2.4 Hire Fee</p> <p>Bank Details: Llansantffraid New Village Hall Nat West Oswestry 601604 07828160 Reference:< >(name of hirer)</p>	<p style="text-align: center;">Small hall £10 per hour Large hall £20.00 per hour</p> <p>You must pay the cost of the booking at the time you sign this Agreement for one off hirers or otherwise agreed with Booking Secretary. Payment arrangements by bank transfer or cheque. Bank transfer preferred.</p>

Note for Commercial hirers:-Village halls are usually held on strict trusts which require the management committee to ensure that the hall is administered in accordance with those trusts. Accordingly we are bound to preserve and hereby reserve the right to terminate this Agreement by not less than seven days' notice in writing to you 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 us, we will refund to you all monies paid by you to us. We will not, however, be liable to make any further payment to you in respect of expenses, costs or losses incurred directly or indirectly by you in relation to any such termination.	
2.5 Premises	Large/Small/Both Hall(s) <i>Please indicate</i>
2.6 Purpose/description of hiring:	
2.7 Will tickets be sold for your event?	Yes /No <i>Please indicate</i>
2.8 Is food to be provided at the event?	Yes/No <i>Please indicate</i>
2.9 Is alcohol to be provided at the event?	Yes/No <i>Please indicate</i>
2.10 Will there be exhibition of a film?	Yes/No <i>Please indicate</i>
2.11 Will live music be performed or recorded music played?	Yes/No <i>Please indicate</i>
2.12 Bouncy castle (If Yes, please provide company public liability insurance details to booking secretary)	Yes/No <i>Please indicate</i>

3.0 You agree not to exceed the maximum permitted number of people per room including the organisers/performers

Main hall: 200

Small hall/Committee room: 50

4. The hall has a licence with Powys County Council

4.1 We have a Premises Licence authorising entertainment and the sale of alcohol. You hereby acknowledge 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 agree to apply with all obligations therein. If we believe that a Temporary Event Notice (TEN) would be in our best interests for this hiring, we can require you to give notice of a TEN.

Activity	The hall is Licensed for	Times for which the activity is licensed	Please indicate if part of your event
The sale and supply of alcohol, Live and Recorded Music Indoors, Performance of Dance Indoors, Provision of facilities for Dancing and other regulated entertainment	YES	Sunday to Wednesday - 10.00am – 23.00 Thursday - 10.00 -00.00 Friday and Saturday - 10.00am to 2.00am	YES/NO
Plays Indoors Films Indoors Sporting Events Indoors	YES	Monday to Sunday 10.00 – 23.00	YES/NO

5. You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.
6. We and you hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions imposed under the Premises Licence or that we deem necessary, form part of the terms of this Agreement unless we and you agree in writing.
7. 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.

Signed by the person named at 2.2(b) above, duly authorised, on behalf of the Village Hall.	
Signed by the person named at 2.3(a) above or at 2.3(c) above, duly authorised, on behalf of the organisation named at 2.3(b) above, where applicable.	

Standard Conditions of Hire

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

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 the hiring, you are responsible for:

- (i) supervision of the premises, the fabric and the contents;
- (ii) care of the premises, safety from damage however slight or change of any sort; and
- (iii) 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 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. You must advise the Booking Secretary of any damage or breakages.

3. Use of premises

You must not use the premises (including the car park, if any) 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 nor do anything or bring on to 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.

4. Insurance and indemnity

- (i) You are liable for:
 - (a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents
 - (b) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WiFi service (if any)
 - (c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service (if any), and
 - (d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
 - (a) any insurance excess incurred and
 - (b) the difference between the amount of the liability and the monies we receive under the insurance policy.
- (iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Booking Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

5. Gaming, betting and lotteries

You must 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

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

7. Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission. Music must cease 30 minutes before closing.

8. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

9. Safeguarding children, young people and adults at risk

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported. Children under the age of 16 will only be allowed on the premises (with a responsible adult), however they must leave by 11 pm. Children over the age of 16 will be admitted to the premises providing they are accompanied by responsible adult. However, they will be required to leave by 11.45pm. Children attending functions (Weddings etc) will be allowed on the premises at the discretion of their parents or guardians.

10. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our 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. You must also comply with our health and safety policy. Use of candles is not permitted. Please note that there is no phone at the premises and ask that you bring a fully charged mobile and charger for use in case of an emergency.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Secretary.

(i) You acknowledge that you 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.
- 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. Hirer is to report to the Booking secretary if they have used items from the first aid box.

(ii) In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked and panic bolts are 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 fire-hazards on the premises.

11. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, 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.

12. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

13. Food, health and hygiene

You must, 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.

14. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are safe and PAT tested, 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 you must make use of it in the interests of public safety. No additional lights or extension from the existing electric light fittings shall be used without previous consent of the Booking Secretary and the Hirer shall not overload the electrical supply in any way. No additional cooking appliances may be used.

15. Stored equipment

We accept 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 we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- (i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended
- (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

16. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You

must 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.

17. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible (See Health and Safety and Accident file located in the kitchen) and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre www.hse.gov.uk/riddorforms/Injury or by phone 0845 3009923 Monday to Friday 8.30 am to 5 pm (see www.hse.gov.uk/outofhours.htm). Our Booking Hall Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

18. Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances are not brought into or used in any part of the premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent. No fireworks or other pyrotechnics can be brought onto the premises.

19. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

20. Animals

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises.

21. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

22. Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

2. Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, return the deposit or require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (i) the premises becoming unfit for your intended use;

- (ii) 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 you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

28. End of hire

You are 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 we may make an additional charge. All rubbish must be removed from the premises at the end of the period of hire.

29. No alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

30. No rights

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

31. Chairs

If damage is caused to any chair the Hirer will be charged £50.00 for each so damaged.

32. Fire Extinguishers

The Hirer will be charged £75.00 for any fire appliances that have been misused.

FIRE INSTRUCTIONS

If you Discover a fire:

- *Immediately, operate the nearest FIRE ALARM CALL POINT*
- *Attack the fire, if possible, with the appliances provided but without taking personal risks.*

On hearing the alarm:

- *Person in charge must call the FIRE BRIGADE, immediately.*
- *Leave the building and report to the person in charge of the Assembly Point in the area in front of the hall by the tree.*
- *The person in charge or his deputy will take charge of the evacuation of all rooms and ensure that NO ONE is left in the areas.*

USE THE NEAREST AVAILABLE EXIT

Do NOT stop to collect Personal Belongings

Do not re-enter the building

When dealing with FIRE:

- *If a persons clothing is on fire, wrap a blanket, rug or similar article around them and lay them on the ground to prevent the flames reaching the head.*
- *Shut doors and, if possible, the windows of the room in which the fire was discovered.*

It is in your own interests:

- *To study this notice, to KNOW what to DO in the event of fire and how to use the appliances.*
- *To make yourself familiar with all means of escape in case of fire*
- *AND to avoid obstruction of any of the escape routes AT all times.*