

# Hermitage Village Hall Hiring Agreement

DATED

PARTIES

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

**IT IS 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"; "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 Secretary or, if the Hall 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 2.2. The details inserted in sub-clauses 2.1 to 2.5 below and the answers to the questions in sub-clause 2.6 and clause 3 are terms of this agreement. This Hiring 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:**

Day(s) &  
Date(s)

Month

Time required (hours)  
(including preparation)

From

**2.2 Hermitage Village Hall:**

(a) Registered Charity No

**1155399**

(b) Authorised Representative (Secretary)

Mrs Michelle Yam

Address

bookhermitagehall@btconnect.com

Telephone Number

07776187996

**2.3 Hirer:**

(a) Name

(b) Organisation

(c) Name of Organisation's  
Authorised Representative

Address

Telephone Number(s)  
and Email Address

**MANDATORY TO CONFIRM  
BOOKING. BANK DETAILS OF THE  
ACCOUNT THAT PAYMENTS &  
DEPOSIT WILL ARRIVE FROM/BE  
RETURNED TO**

**2.4 Hire Fee:**

**1.4** Total Hire Fee   
Deposit to be paid at time of booking

You must pay as a deposit at least one half of the cost of the booking. The balance of the booking fee is payable on or before the commencement of the event for which the premises are hired (the deposit having been paid when the agreement is signed).

Balance due on day of hire   
Damage deposit

**This damage 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 us about noise or other disturbance during the period of the hiring as a result of the hiring.** Some or all of the deposit may also be withheld if the premises and contents have not been restored to a clean and tidy condition at the end of the hire period, the premises have not been left in a secure state or the alarm/fire alarm/ panic button is set off in error resulting in a call out charge being incurred by the Hall.

Total due on day of hire

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

Payment where possible is preferred by Bank Transfer to the account below, where damage deposits are paid by bank transfer, payment will be returned on the next working day unless advised otherwise, please provide bank details for this purpose.

Barclays Bank  
Account Name: Hermitage Village Hall CIO  
Account Number: 83384446  
Sort Code: 20-59-14

Please use date of booking as reference.

Is this a Commercial Hire? Yes/No

Village Halls are usually held on strict trusts with the Charity Commission for the purposes of a Village Hall. The management committee is bound to ensure that the Village 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 7 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 the termination.

## 2.5 Premises

Whole of hall	
OR Parts of Hall (delete where not required)	Large Hall / Small Hall / Kitchen / Committee Room
Additional Requirements (eg crockery hire, storage)	

## 2.6 Purpose/description of hiring:

Will tickets be sold for your event? Yes / No

Is food to be provided at the event? Yes / No

Is alcohol to be provided at the event? Yes / No

If so will a charge be made for the alcohol? Yes / No

Will a film be shown at the event? Yes / No

Will live music be performed or recorded music played at the event? Yes / No

## 3. Licensing

3.1 We have a Premises Licence authorising entertainment and the sale of alcohol. There is a charge of £25.75 to use this licence. We will advise you as to whether your intended event is covered by the terms of the licence. 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.

3.2 Have you indicated at 2.6 that alcohol will be available at your event? Yes / No

If you answer yes to the above question, and the alcohol is to be sold you will be required to pay to use our premises licence.

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

Main hall	200
Committee room	15
Small hall	60

- 3.4 We hold a Performing Right Society licence for the performance of copyright music and a Phonographic Performance Licence for the reproduction of recorded music.
- 3.5 We do not have a licence for the viewing or recording of television programmes. You must agree not to permit the viewing or recording of television programmes by any means to take place on the premises.
- 3.6 Where the event involves the showing of a film you must demonstrate to us that you have the relevant permissions from the copyright holder for the event. The film classification restrictions must be observed. If a film is to be shown which has been classified as suitable for children to view where accompanied by an adult the restrictions must be applied accordingly.
- 3.7 We will not grant permission for the hire of the hall for any event which we consider constitutes "adult entertainment".
- 3.8 We will not normally grant permission for the hire of the hall for any licensable event not covered by the Premises Licence. However, in the case where you wish to hold such an event which is not covered and we agree, you may apply to the licensing authority for a Temporary Event Notice (TEN). You must obtain the written consent of the management committee on the form provided for this purpose before giving the licensing authority a TEN and then advise us of the outcome of the application, including any conditions imposed by the licensing authority.
4. You must agree with us to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.
5. We and you hereby agree that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence (clause 3.1) or that we deem necessary form part of the terms of this Agreement unless we and you agree in writing.
6. 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 2.2(b) above, duly authorised, on behalf of the Village Hall's Management Committee

M Yam

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

## Privacy Notice

Hermitage Village hall uses personal data for the purposes of managing hall bookings and payments only and will not share or use this information for events or publicity. Data may be retained for up to

7 years for accounts purposes and for longer where required by the hall's insurers. If you would like to find out more about how we use your personal data or want to see a copy of information about you that we hold, please contact the hall manager.

## **Standard conditions of hire**

These standard conditions must be made available to all Hirers either in hard or electronic copy and be available for all to consult on the Village Hall notice board. 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 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;
- (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; and
- (iv) as directed by the Hall Secretary, making good or paying 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 Hiring 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 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. Insurance and indemnity**

a) You are 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) the cost of repair of any damage (including accidental and malicious damage) done to our service
- (iii) 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 the use of the premises (including the storage of equipment) or our service by you, and
- (iv) 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 the use of the premises or our Wi-Fi service by you, and

subject to sub-clause (b), you must indemnify us against such liabilities.

b) We will take out adequate insurance to insure the liabilities described in sub-clauses a)(i) and a) (ii) above and may, at our discretion and in the case of non-commercial Hirers, insure

the liabilities described in sub-clauses (a) iii) and iv) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

- (i) any insurance excess incurred and
  - (ii) the difference between the amount of the liability and the monies received under the insurance policy.
- c) Where we do not insure against the liabilities described in sub-clauses (a) iii) and iv) above, you must take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to our hall secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire 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.

**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. Childcare Act 2006**

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with 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).

**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 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. You must also comply with the hall's health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and details must be given to the secretary of the management committee.

(a) 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. (By receipt of diagram of location with handover of 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.
- Location of the first aid box.

(b) 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 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.
- That the emergency lighting supply illuminating all exit signs and routes is turned on during the whole of the time the premises are occupied (Note: this is operated by an automatic mains failure switching device and hence does not need to be checked).

#### **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. Where an event continues later than 23:00 hours you must ensure that all windows (including roof lights) and doors are kept closed after this time.

#### **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. Supply of Alcohol**

Where permission has been given for an event at which alcohol is to be served (whether or not a charge is to be made for its supply), you are responsible for ensuring it is not consumed by persons under the age of 18. You must implement a Challenge 25 policy (ie if the person to whom alcohol is to be supplied for consumption appears to be under the age of 25 years, proof that that person is over 18 years of age must be shown).

#### **14. 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.

#### **15. Electrical appliance safety**

You must ensure that any electrical appliances brought by you to the premises and used there are 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 you **must** make use of it in the interests of public safety.

**16. 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 fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

We may at 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:

- (a) Your failure 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) Your failure to dispose of any property brought on to the premises for the purposes of the hiring.

**17. 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.

**18. 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 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. Our 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).

**19. Explosives and flammable substances**

You must 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) are erected without our consent. No decorations are to be put up near light fittings or heaters.

**20. Heating**

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. Portable Liquefied Propane Gas (LPG) heating appliances must not be used.

**21. Animals**

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises. Otherwise you must ensure that no animals (including birds) are brought into the

premises, other than for a special event agreed to by us. No animals whatsoever are to enter the kitchen at any time.

**22. 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 us and keep us indemnified accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to your prosecution by the local authority.

**23. 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.

**24. Wi-Fi Service**

When using the Wi-Fi service, you always agree to be bound by the following provisions:

(i) not to use the Wi-Fi service for any for the following purposes:

- (a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
- (b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
- (c) interfering with any other person's use or enjoyment of the Wi-Fi service; or
- (d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;

(ii) to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

**25. Termination of the Wi-Fi Service**

We have the right to suspend or terminate our Wi-Fi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) if you use any equipment which is defective or illegal;
- (ii) if you cause any technical or other problems to our Wi-Fi service.
- (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service;
- (iv) if you resell access to our Wi-Fi service; or
- (v) if you use our Wi-Fi service in contravention of these terms and conditions.

**26. Availability of Wi-Fi Services**

(i) Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will always be fault-free or accessible.

(ii) It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory, storage, and any other limitations in your device. Our Wi-Fi service is only available to your device when it is within the operating range of the main hall. (iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our Wi-Fi service or wireless communications networks generally. We may impose usage, or service limits, suspend

service, or block certain kinds of usage in our sole discretion, to protect other users of our Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device, or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

## **27. Privacy and Data Protection**

- (i) We may collect and store personal data through your use of our Wi-Fi service.
- (ii) We may process all information about you which is provided in relation to our Wi-Fi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the Wi-Fi service.
- (iii) By using our Wi-Fi service, you agree to the terms of this clause 27. If you would like more information or object to anything in these conditions, you should speak to the secretary in the first instance.

When using the Wi-Fi service, you always agree to be bound by the following provisions:

- (a) not to use the Wi-Fi service for any for the following purposes:
  - (i) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
  - (ii) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability, or otherwise breaches any applicable laws, regulations, or codes of practice.
  - (iii) interfering with any other person's use or enjoyment of the Wi-Fi service; and
  - (iv) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner.

(b) to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

## **28. Cancellation**

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at our discretion, however we will work on a sliding scale as below:

- Over 3 months' notice of cancellation will result in a full refund of monies paid
- 1- 2 months' notice of cancellation will result in a full refund of deposit plus half of any extra paid over the deposit
- Less than 1 months' notice of cancellation will result in no return of deposit.

Special circumstances shall be viewed individually by the committee.

We reserve the right to cancel this hiring by giving you written notice 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) Our 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 your intended use.
- (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 you would 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.

**29. 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.

**30. 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. .

**31. No rights**

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

**32. 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.

**33. Confetti**

The use of confetti is not permitted inside or outside the hall.

**Special conditions relating to Covid 19 have been removed, but this is subject to change dependant on government guidelines.**