



# **ALBURGH VILLAGE HALL HIRING AGREEMENT**

## **Single Event**

(Version : May 2023)

Throughout this Agreement:

- the Village Hall named below 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

*Alburgh Village Hall is a Registered Charity (Ref 303889)*

*Authorised Representative : Jan Bird, Treasurer*

*Address : Low Road, Alburgh, IP20 0BZ*

*Telephone and Email : 01986 483072 [hello@alburghvillagehall.org](mailto:hello@alburghvillagehall.org)*

- the person or organisation named on page 2 is referred to as “you”; “your” is to be construed accordingly; and “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 Authorised Representative or, if the Authorised Representative is not available, any of our charity trustees.

## ALBURGH VILLAGE HALL HIRING AGREEMENT - Single Event

### Hirer Details

(a) Hirer Name \_\_\_\_\_

(b) Please state hiring organisation name here (if applicable)

(c) Address \_\_\_\_\_

(d) Telephone and Email \_\_\_\_\_

### Date Required

Date(s) \_\_\_\_\_

Time required (hours) From \_\_\_\_\_ (including preparation time)

To \_\_\_\_\_ (including tidying time)

### Facility Requirements

(e) Whole of premises (main hall, bar, kitchen) Yes / No

(f) If part of Hall, please specify Main Hall / Bar / Kitchen

(g) Storage of equipment

### Purpose / description of hiring (e.g. wedding, children's party, live music)

(h) Will tickets be sold for your event? Yes / No

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

if yes, will you provide the food or do you want the Hall to provide it at additional cost (to be agreed)? Own food / Hall to provide

(j) Is alcohol to be provided at the event? Yes / No **if yes , complete Appendix A**

No alcohol (except bottled raffle prizes for fetes, bazaars etc.) may be bought, sold or consumed on any part of the premises without the permission of the management trustees.

(k) Will there be exhibition of a film? Yes / No

If yes, a small additional fee applies for projector use, please see Hire Fee section below

(l) Will live music be performed or recorded music played Yes / No

**Hire Fee**

In consideration of the hire fee below we agree to permit you to use the premises described in clause (e) and (f) for the purpose described above for the period(s) described above. The details and answers inserted into this booking form become the terms of this Agreement. This Agreement includes the Conditions of Hire (set out in the attached Appendix B), any Special Conditions of Hire as set out in the Schedule (if any) and the terms of the Information Sheet attached at Appendix C.

We consider you to be a [Commercial Hirer/Non-Commercial Hirer\*] for the purposes of clause 4 (ii) of the Conditions of Hire at Appendix B) (\*to be deleted as appropriate)

When do you want the hall	Hourly rate * (Alburgh inhabitants)	Hourly rate * (other)	Discount on hourly rate	Add-Ons
Mon 00:00 to Fri 17:00	£10 per hour	£12.50 per hour	Registered charity? Apply 25% discount on hourly rate OR Booking 12 times or more in calendar year apply 10% discount on hourly rate	<b>Kitchen</b> - Basic use included in hourly rate but if you would like full use of the kitchen add £10 flat fee <b>Bar</b> - if you would like us to run the bar for you please add £10 per hour <b>Digital Projector</b> - Add £10 flat fee to use projector
Fri 17:01 to Sun 23:59	£12.50 per hour	£15 per hour	As above	As above

\* hourly rate includes basic use of kitchen eg for tea/coffee making

Total Hire Cost                      £ \_\_\_\_\_

Deposit due on booking (one third of total hire cost)                      £ \_\_\_\_\_

Remaining Balance due on or before the conclusion of the event for which the premises are hired  
(Total Hire Cost minus Deposit)    £ \_\_\_\_\_

Payment Details;

**Name** : Alburgh Village Hall **Sort Code** : 40-23-09 **Account No** : 90100013

I have read and agree to the Conditions of Hire in Appendix B and any additional items set out in any attached Schedule. You agree to be present at the venue during the period of the agreement.

Signed by the person named at (a) above, duly authorised, on behalf of the organisation named at (b) above, where applicable.

\_\_\_\_\_ Date \_\_\_\_\_

Signed on behalf of Alburgh Village Hall

\_\_\_\_\_ Position \_\_\_\_\_

Date \_\_\_\_\_

**Appendix A - Application for a licensed bar to be provided at an event at Alburgh Village Hall**

We have a Premises Licence authorising entertainment and the sale of alcohol, a copy is on display in the bar. 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.

I hereby apply to Alburgh Village Hall Management Trustees for Jason Collins (Licensee) to provide a licensed bar as detailed below.

To be completed by Hirer:

Date(s) \_\_\_\_\_

Time \_\_\_\_\_

Description of event \_\_\_\_\_

Approximately how many guests are you expecting ? \_\_\_\_\_

Signed by the person named at (a) of the Hiring Agreement on Page 1 (duly authorised on behalf of the organisation named at (b), where applicable):

Name \_\_\_\_\_

Signature \_\_\_\_\_

To be completed by Village Hall representative:

I/We hereby agree to provide a bar for the event described above on the date(s) and at the time(s) specified above.

Signed by the Designated Premises Supervisor or Village Hall Management Trustees as appropriate:

Name \_\_\_\_\_

Signature \_\_\_\_\_

## Appendix B - 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, except fair wear and tear; and
  - (iii) the behaviour of all persons using the premises including proper supervision of car parking arrangements so as to avoid obstruction of the highway.
- You must not damage the premises, the fixtures, fittings or contents.

### 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) the cost of repair of any damage including accidental and malicious damage (but excluding fair wear and tear) done to any part of the premises including its curtilage or its contents arising as a result of your breach of the terms of this agreement.
- (b) the cost of repair of any damage including accidental and malicious damage (but excluding fair wear and tear) done to our WiFi service (if any) as a result of your breach of the terms of this agreement.
- (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 during your use of the premises (including the storage of equipment) and your use of our WiFi service (if any), arising as a result of your breach of the terms of this agreement 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, and subject to sub-clause (ii), you must indemnify us against such liabilities to the extent that such loss arises as a result of your breach of the terms of this agreement.

(ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above 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 the difference between the amount of the liability and the monies we receive under the insurance policy where such loss arises as a result of your breach of the terms of this agreement

(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 Hall Secretary.

(iv) You must not invalidate the terms of our insurance policy by ;

- (a) Ensuring no portable or temporary heating appliances are used in any part of the premises
- (b) Electrical equipment has been PAT tested
- (c) You have completed a risk assessment for your activity where necessary
- (d) You do not use any chemicals petrochemicals, oil, gas or other substances which could be harmful to health without our express written consent
- (e) You do not use fireworks or explosives while on the premises
- (f) You do not engage in hazardous activities while on the premises

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.

### 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 vulnerable adults

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

Please comply with any safety instructions provided in the information sheet or advised when arriving at hall.

**You must call the Fire Service to any outbreak of fire, however slight, and give details to your booking contact.**

(i) You acknowledge that you will comply with all reasonable actions in the event of a fire to be shared on arrival at the hall.

(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.
- That the emergency lighting supply illuminating all exit signs and routes is turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

### **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, 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.

### **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 may 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 and complete the relevant section in our accident book, which is kept in the kitchen. We must report certain types of accident or injury to the Health and Safety Executive and thus you must inform us of all accident and incidents. 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.

### **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. 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 us indemnified 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.

### **21. 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.

### **22. 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, at 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;
- (iii) the premises becoming unfit for your intended use;
- (iv) 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.

### **23. 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. Please place all rubbish / recycling created during the hire period in the appropriate bins in the car park.

### **24. 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.

### **25. No rights**

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

## **Appendix C - Information Sheet to be Given to all Hirers**

### **Opening and Closing the Village Hall**

- The Village Hall will be opened for your hiring by the caretaker, or a Village Hall Trustee and will be closed for you at the time you have indicated.
- Please ensure that any outside caterers or contractors are aware of the hire period and that they will not be able to enter before or leave after the hire period.
- Please telephone 01986 483072 in case of difficulty.
- Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After midnight (unless the event is New Year's Eve) only those helping to clear up the village hall should be on the premises.

### **Safety**

- The Village Hall has a no smoking policy.
- In the event of a fire, the Village Hall should be evacuated in an orderly manner using the appropriate exits and the Fire Brigade called by dialling 999. **Please note there are no public telephones in Alburgh, you must provide your own mobile phone.**
- The exact location of the fire exits and fire extinguishers must be noted before the Village Hall is occupied and the manner of opening Fire Doors should be made known to your guests (a sketch plan showing these is shown at the end of this information sheet).
- Please use the trolleys provided for moving chairs and tables in order to avoid injury. Please ask the chairs and tables in the storeroom in the manner shown on the notices
- The Village Hall's accident book is kept in the kitchen.
- A first aid box is located in the kitchen.
- There is a defibrillator on the wall outside the double doors to the main hall. The code is C159x

### **Power Circuits/Heating**

The heating controls are located on the wall in the Main Hall. Please let the Booking Secretary know if you need the village hall to be particularly warm or cold. Do not adjust individual radiators/heaters as this will result in the village hall being too cold or hot for subsequent users. The heating is timed to turn off at 10.30pm. Other circuits are timed to turn off at 11.45pm. Please warn your guests, band or disco of this.

### **Telephone**

The village hall has no telephone and there is no public telephone in the village so **you are advised to bring a fully charged mobile telephone for use in case of emergency.**

### **Car Parking**

- The village hall car park will accommodate a good number of cars if they are parked sensibly.
- Any overflow may park on the road in front of the Hall but please be considerate of our neighbours and do not block any driveways or access points. Cars are not allowed on the grassed area/playing field without prior consent.

### **Rubbish**

All rubbish / recycling generated during the hire period should be bagged and placed within the appropriate bins, located in the car park, near the kitchen window.

**Dogs** Dogs are not allowed in the Hall or on the playing field, apart from assistance dogs.

# Village Hall Plan

