

## **Bradfield Village Hall Hire Agreement**

**DATED**

**PARTIES**

Bradfield Village Hall - Registered Charity Number - 1187316

**(1)** The Village Hall named in clause 2.3 acting by its Management Committee.

**(2)** The Person or Organisations Representative named in clause 2.4

**Agreed** as follows:

**1.** Throughout the agreement:

- . The Village Hall named in clause 2.3 is referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include The Village Hall’s charity trustees.
- . The Person or Organisations Representative named in clause 2.4 is referred to as “you” and “your”.
- . Where you must seek our consent, to tell us about 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 2.5, we agree to permit you to use the premises described in clause 2.6 for the purpose described in clause 2.7 for the period(s) described in clause 2.2.

**2.1** Please confirm which licensable activities will take place at your event:

Activity	The hall is licensed	Times for which the activity is licensed	Indicate activities to take place at event
a. Performance of dance	Every day	09.00-00.00	
b. Provision of facilities for dancing	Every day	09.00-00.00	
c. Exhibition of film	Every day	09.00-00.00	
d. indoor sporting event	Every day	09.00-00.00	
e. performance of live music	Every day	09.00-00.00	
f. Provision of facilities for making music	Every day	09.00-00.00	
g. Performance of recorded music	Every day	09.00-00.00	
h. Performance of a play	Every day	09.00-00.00	

**2.2 Date(s) Required:**

Day(s) \_\_\_\_\_

Month \_\_\_\_\_

Time required (hours) \_\_\_\_\_

From \_\_\_\_\_

Access and use of the hall is only permitted during hire times as requested. Please allow enough time for any set up and clean up.

**2.3 Village Hall**

(a) Registered Charity No

1187316

(b) Authorised Representative

Address

Bradfield Village Hall  
The Street  
Bradfield  
Essex  
CO11 2UU

Email

bradfieldvh@btinternet.com

**2.4 Hirer:**

(a) Name

(b) Organisation

(c) Name of Organisations  
Authorised Representative

Address

Telephone No: Email

**2.5 Hire Fee**

Hire Fee - The current rate as agreed by the hall committee

The hire fees are reviewed annually in December, you will be notified of any change that may affect the booking(s).

If you no longer require the Hall Booking, any refund of monies paid is at the discretion of the Bradfield Village Hall Committee.

**Is this a commercial hire? Yes/no**

**Additional condition for Hiring with 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 other payment to you in respect of expenses, costs or losses incurred directly or indirectly by you in relation to any such termination.

## 2.6 Premises

Whole, Except the rear Changing rooms which require special permission

Storage of equipment required? Yes/no

## 2.7 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

- 3 You agree not to exceed the maximum permitted number of people including the organisers/performers

Whole Premises - 250

Performance of a play – 150

- 4 The hall has a license with the Performing Right Society (PRS) for the performance of copyright music and a Phonographic Performers License (PPL)

- 4.1 The hall has a **Premises License** authorising entertainment.

The operating schedule for the premises is as listed above, The premises License is displayed in the hall foyer and it is your responsibility to comply with said license.

If we believe that a **Temporary Event Notice (TEN)** would be in our interest for this hiring, we can require you to give notice of a TEN which is obtained from Tendring District Council with a fee payable. The sale of alcohol is restricted.

You must also comply with the following Acts and ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

- 4.2 Licensing Act 2003 - special reference to section 175

- 4.3 Gambling Act 2005

- 5 The hall has an access for all policy and provides disabled access, disabled facility and a baby changing facility. You must ensure that Guide dogs, hearing dogs and Assistance dogs and owners are allowed on the premises.

## **6 Supervision**

During the period of the hiring, you are responsible for:

- (i) The key and keysafe.
- (ii) Supervision of the premises, the fabric and the contents.
- (iii) Care of the premises, safety from damage however slight or change of any sort; and
- (iv) 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.

## **7 Use of premises**

You must not use the premises for any purpose other than that described above and must not sub-hire or use the premises or allow the premises to be used for any unlawful or any unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

## **8 Insurance and indemnity**

(i) You are liable for:

- (a) The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents.
- (b) 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 and:
- (c) 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: subject to sub-clause (ii), you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to ensure the liabilities described in sub-clauses (i) (a) and (b) above may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i) (c) and 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 liability and the monies we receive under the insurance policy.

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. 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.

**Risk Assessment:** If the event requires a Risk Assessment, we reserve the right to request a copy before, during or after the event. The Village Hall Committee also reserve the right to request a Risk Assessment is completed if deemed necessary.

**9 Safeguarding children, young people and vulnerable adults – If applicable by Law, you must complete the following section:**

The Hirer shall ensure that any activities for children, young people and vulnerable adults shall be in compliance with all current legislation and that the relevant Disbarring and Disclosure (DBS) checks are current at the time of the hire.

Please provide the Name and Contact details of the Safeguarding Officer and confirm they will be present during the event, confirmation signature below:

Name:

Contact Details:

Signature:

**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.

You must use the trolleys provided for moving tables and chairs.

No fire extinguishers are to be removed from their positions unless required for use. You must call the fire service (999) 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 the 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 fire.

- . Location of 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 unblocked,

- . That all escape routes are free of obstruction and can be safely used for instant excess.

- . That any fire doors are not wedged open.

- . That there are no fire-hazards on the premises.

### **11 Dangerous and unsuitable performance**

Performances involving danger to the public or of a sexually explicit nature shall not be held.

### **12 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 Licenses 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).

### **13 Electrical Appliance Safety**

You must ensure 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. Any electrical appliance (including extension cables, leads and plugs) must have been PAT tested.

You must also ensure that no unauthorised heating appliances are used on the premises.

### **14 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 liquified propane gas (LPG) appliances are to be brought on to the premises or used.

(iii) No internal decorations of a combustibile nature (e.g. polystyrene, cotton wool) are erected without our consent.

### **15 Food, Health and Hygiene, Use of Kitchen and Bar area and Conveniences.**

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.

Single use plastic items such as cups and cutlery should not be used. The Hall provides 2 dishwashers. If you require use of these, please make sure that the wash cycle is completed and all items removed and replaced before the end of the hire time.

Hand dryers and paper towels are provided in the Conveniences and paper towels are provided in the Kitchen and Bar.

Please remove any Foodstuffs brought into the premises on departure. Any Foodstuffs, to include tea, coffee and sugar, left on the premises will be disposed of and a charge may be levied for this.

Tea towels and Linen are not provided for hygiene reasons so please bring your own. You must check all bins are empty and remove and dispose of any rubbish.

### **16 Smoking and Vaping**

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Vaping is also not allowed anywhere inside the premises. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke/vape does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

### **17 Sale of goods**

If selling goods on the premises, you must comply with Fair Trading laws and any code of practice used in connection with such sales.

### **18 Noise**

It must be ensured that the minimum of noise is made on arrival and departure. All external windows and doors to be kept closed, except for access and egress during the provision of live or recorded music as regulated entertainment.

### **19 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.



- (iii) 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.

## **20 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 the accident book, located in the kitchen, which is GDPR compliant, and return the form to a committee member.

## **21 Stored equipment**

We accept no responsibility for any stored equipment or other property brought onto or left at the premises. All liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment, after seeking permission) 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 equipment 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.

- (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 onto the premises for the purpose of the hiring

## **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, in our complete discretion, 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 Hall Committee reserve the right to cancel this agreement if it is deemed that the terms and conditions are not being met.
- (ii) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (iii) Our reasonably considering that (a) such hiring will lead to 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;

- (iv) the premises becoming unfit for your intended use;
- (v) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of similar disasters.

In any such case, you will be entitled to a refund of any Hire Fee 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 areas in a clean and tidy condition, properly locked and secured. Any contents temporarily removed from their usual positions should be suitably replaced, otherwise we reserve the right to make an additional charge.

### **24 No alterations**

You must not make any alterations or additions to the premises, nor install or attach any fixtures or place cards, 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 then you must make good to our satisfaction any damage you cause to the premises by such removal.

No drawing pins, nails, tacks, screws, any tape, staples etc, on the walls or other surfaces. There are hooks provided on the rails around the main hall if you need to put up notices, pictures or decorations. Do not fix decorations near light fittings or heaters. Do not move or change any fittings.

The piano in the lounge area is provided for use but please do not move it from this area of the hall.

### **25 No rights**

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

**26** You agree with us to be present (by your authorised representative, if appropriate), during the hiring and to comply fully with this Agreement.

**27** We and you hereby agree that we have read the above details and will comply with all the relevant conditions of hire and legislation.

**GDPR Statement**

**Bradfield Village Hall uses personal data for the legal purposes of managing the hall, its bookings and finances, running and marketing events at the hall and its fundraising activities. 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 Secretary. We do not pass any information on to third parties.**

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 2.3(b), duly authorised, on behalf of  
The Village Hall

----- DATED-----

Signed by the person named at 2.4(a) above or at 2.4(c) above, duly authorised, on behalf of the organisation named at 2.4(b), above, where applicable.

----- DATED-----

Please sign and return this document in the envelope provided.

**Cheques made payable to Bradfield Village Hall**

**BACS payment to Account Number: 00033375    Sort Code: 40-52-40**

Thank you