

**RIPPINGALE VILLAGE HALL
HIRE AGREEMENT**

DATED:

PARTIES:

- (1) The Village Hall named in Clause 1.2 acting by its management committee ("Village Hall")
- (2) The person or organisation named in Clause 1.3 ("Hirer")

AGREED as follows:

- 1. In consideration of the hire fee described in Clause 1.4, the Village Hall agrees to permit the Hirer to use the premises described in Clause 1.5 for the purpose described in Clause 1.6 for the period(s) described in Clause 1.1. The answers to questions in Clauses 1.7 and 1.8 are terms of this agreement.

- 1.1. Date(s) required: Day(s) _____
Date(s) _____
Month _____ Year _____
Time required (Hours) From _____ To _____
Preparation _____ Clearing up _____

1.2. Village Hall:

- a) Registered Charity No. **516794**
- b) Authorised Representative(s) _____
Address _____

Telephone Number _____

1.3. Hirer:

- a) Name (if individual)
- b) Organisation (if applicable)
- c) Name of Organisation's representative _____

[Note: Person(s) signing must be 18 years of age or over]

- Address _____

Telephone Number – Home _____ Work _____

- 1.4. Hiring Fee: £ _____ Deposit: £ _____
Licence Fee(s): £ _____
Balance: £ _____

The balance is payable before commencement of the event for which the premises are hired (the deposit having been paid on the signing thereof)

The 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 during the period of the hiring as a

result of the hiring.

Commercial Use: YES/NO

- 1.5. Premises: Whole of Hall
Or
Part of the Hall only – namely _____

Storage of equipment _____

- 1.6. Purpose of Hiring: Private/Public event.

Will your event require music? YES/NO

Is alcohol to be provided at the event? YES/NO

2. The Hirer agrees with the Village Hall to be present (by its authorised representative, if appropriate) during the hiring and to perform the provisions and stipulations contained, or referred to in the Village Hall's standard conditions of hire ("Standard Conditions of Hire") for the time being in force as annexed hereto (an understanding of which the Hirer acknowledges) together with the Special Conditions (if any) set out in the Schedule attached/overleaf.
3. It is hereby agreed that the Standard Conditions of Hire together with any Special Conditions of Hire attached hereto/contained in the Schedule overleaf shall form part of the terms of the Hiring Agreement unless specifically excluded.
4. 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 1.2 (b) above, duly authorised, on behalf of the Village Hall's Management Committee:

Signed by the person named at 1.3 (a) above or at 1.3 (c) above (duly authorised on behalf of the organisation named at 1.3 (b) above, where applicable):

5. Payment Method

Baccs – Bank: Lloyds Bank, Bourne Branch
Account Name: Ripplingale Village Hall Committee
Sort Code: 30-98-02
Account No. 00892072

Cash

Cheque - made payable to "Ripplingale Village Hall"

Rippingale Village Hall Standard Conditions of Hire

These standard conditions apply to all hiring's of the Hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Booking Clerk should be consulted.

1. Supervision

The hirer shall, during the period of hiring, be responsible for:

- the supervision of the premises, the fabric and the contents: their care, safety from damage (however slight) or change of any sort
- the behaviour of all persons using the premises whatever their capacity and
- proper supervision of car-parking arrangements so as to avoid obstruction of the highway

As directed by the Hall Secretary, the Hirer shall make good, or pay for, all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss or contents.

2. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way. The Hirer shall not do anything or bring on to 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.

3. Licences

The Hirer shall not obtain licences for the sale of alcohol on the premises. If such sales are required the Hirer shall request the provision of a bar by the Management Committee under the full alcohol licence already in force for the Village Hall. A charge of £30 will be made for providing Bar Staff (2 persons). The Hirer should check with the Hall Secretary or Booking Clerk that the Village Hall holds a licence with the Performing Rights Society.

4. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

5. Public Safety Compliance

The Hirer shall comply with all the conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays.

6. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. **The Hirer shall be responsible for the disposal of any rubbish accumulated during the hire period.**

7. Electrical Appliance Safety

The Hirer shall **ensure** that any electrical appliances brought by them to the premises are **Portable Appliance Tested**.

8. Indemnity

The Hirer shall indemnify and keep indemnified each member of the Village Hall Management Committee and the Village Hall's employees, volunteers, agents and invitees against:

- (a) the cost of repair of any damage done to any part of the premises including the cartilage thereof or the contents of the premises and
- (b) all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises by the Hirer

(The Village Hall is insured against any claims arising out of its own negligence)

9. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Village Hall Management

Committee **as soon as possible** and complete the relevant section of the Village Hall's Accident Book. Any failure of equipment either that belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

10. Animals

The Hirer shall insure that no animals (including birds) except Guide Dogs are brought into the premises other than for special events agreed to by the Village Hall. No animals whatsoever are to enter the kitchen at any time.

11. Compliance with The Children's Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children's Act 1989 and that only fit and proper persons have access to the children.

12. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with the Fair Trading Laws and any code of practice in connection with such sales.

13. Cancellation

If a hirer cancels the booking four weeks or less prior to the event then the whole deposit will be retained by the village hall committee. If the booking is cancelled with more than four weeks notice of the proposed event then 50% of the booking fee will be returned to the hirer with the remainder being retained by the village hall committee.

The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election
- (b) the Village Hall Management Committee reasonably considering that (1) such a hiring would lead to a breach of licensing conditions or other legal or statutory requirements or (2) unlawful or unsuitable activities will take place on the premises as a result of this hiring
- (c) the premises become unfit for the use intended by the Hirer

14. End of Hire

The Hirer shall be 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 position replaced. The Hirer shall be responsible for the disposal of any rubbish resulting from the hire. The key to the premises shall be returned immediately to the Caretaker or other person nominated by the Caretaker.

15. Noise

The Hirer shall ensure that the minimum amount of noise is made on arrival and departure, particularly late at night and early in the morning.

16. Stored Equipment

The Village Hall accepts 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 may be charged for each day or part of a day until the same is removed.

17. No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the Village Hall, remain in the premises at the end of the hiring and become the property of the Village Hall, or be removed by the Hirer who must make good to the satisfaction of the Village Hall any damage caused to the premises by such removal.

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

As Witness the hands of the parties hereto:

Signed by the authorised representative named in Clause 1.2 of the Hiring Agreement on behalf of the Village Hall.

Date: _____ Signed: _____

Signed by the Hirer, or where appropriate, by the authorised representative of the Hirer named in Clause 1.3 of the Hiring Agreement on behalf of the Hirer.

Date: _____ Signed: _____