**Wytham Village Hall - Hiring Agreement**

**TERMS AND CONDITIONS EFFECTIVE FROM 18 JULY 2017**

**THE PARTIES TO THIS AGREEMENT ARE:**

(1) The Wytham Village Hall and Recreation Ground being a Registered Charity No: 300100 known as acting by its management committee (“Village Hall Committee ”) whose contact details are Wytham Village Hall, Wytham, Oxford, OX2 8QN, wythambookings@yahoo.co.uk

(2) [INSERT NAME OF HIRER: ] (“Hirer”) whose contact details are:

Organisation (if applicable):

Postal address:

Email address:

**RECITALS**

1. The Hirer wishes to hire the Village Hall itself, the chairs and tables within the hall together with the parking area to the front of the hall, and the land contained within the wooden fence that runs around the North/North West sides of the Village Hall Building (“the Premises”).
2. The purpose for which the Hirer wishes to hire the Premises is: (“the Event”)
3. The Hirer wishes to hire the hall for a Social/Business purpose (Delete as Applicable)
4. The Hirer wishes to hire the Premises period for which the Hirer wishes to hire the Village Hall is:
   * 1. Event Date:
     2. Time Slot:

Morning: 0900 to 1700 (Applicable Fee £………./Applicable Deposit £…..[[1]](#footnote-1))

Evening: 1700 to 2345 (Applicable Fee £………../Applicable Deposit £…….)

All Day: 0900 to 2345 (Applicable Fee £………../Applicable Deposit £……..)

Weekend: 0900 Friday to Sunday 2200 (Applicable Fee £……/Applicable Deposit £…..)

1. The Hirer has initialled in the box at the bottom of each page of this Hiring Agreement to confirm his understanding and acceptance of the terms and conditions set out. [[2]](#footnote-2)

**IT IS HEREBY AGREED** as follows:

***Payment of Applicable Deposit and Applicable Fee***

* + - 1. Where the Event Date stated at (B) is more than six weeks in advance of the date of this agreement the Hirer agrees:

## forthwith to pay the Village Hall Committee the Applicable Deposit and acknowledges that the booking of the Premises will not be confirmed until the Village Hall Committee is in receipt of cleared funds in respect of the same (whether by cashing of a cheque or BACS transfer).

## not later than six weeks before the Event Date to ensure that the Village Hall Committee is in receipt of cleared funds in respect of the Applicable Fee (whether by cashing of a cheque or BACS transfer).

## In the event that having paid the Applicable Deposit, the Hirer fails to pay Applicable Fee the Applicable Deposit shall be forfeit and the Village Hall Committee shall be at liberty to take alternative bookings for the Event Date.

* + - 1. Where the Event Date stated at (B) is six weeks or less from the date of this agreement the Hirer agrees forthwith to pay the Village Hall Committee the Applicable Deposit and the Applicable Fee. The Hirer acknowledges that the booking of the Premises will not be confirmed until the provisions of this clause have been met and the Village Hall Committee is in receipt of cleared funds in respect of the Applicable Deposit and Applicable Fee (whether by cashing of a cheque or BACS transfer).

***Return of Deposit***

* + - 1. Subject to Clauses 1(c), 4 and 9 and 11, the Applicable Deposit will be returned within 28 days of the end of the hire period provided that:

the Hirer has discharged its obligations as regards each and every one of the terms and conditions imposed by this Hiring Agreement;

the Premises have not suffered any loss or damage;

for Evening, All Day, and Weekend Bookings all activities (including without limitation, the performance of live music, playing of recorded music, dancing, sporting events, performance of plays) must cease by **2315 hours** on each day that the Premises are hired for. The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

no complaints have been made to the Village Hall Committee about noise or other disturbance during the period of the hiring or as a result of the hiring.

### The decision as to whether or not the deposit or any part thereof is to be returned to the Hirer pursuant to Clause 3 shall be at the absolute discretion of the Chairman of the Village Hall Committee, as from time to time appointed.

***Hire of the Premises***

* + - 1. In consideration of the payment of the Applicable Fee and Applicable Deposit as described above, the Village Hall Committee agrees to permit the Hirer to use the Premises solely for the purpose described at (B) for the period stated at (C).

### The Hirer hereby acknowledges that the hire of the Premises includes only for the Village Hall itself together with the area of land enclosed by the wooden fence around the building, the tables and chairs within the hall; and within the Kitchen the use of the kitchen surfaces, sink, fridge and the oven. A broom, mop and buckets are provided for the purpose of cleaning the Hall and are located in the storage room together with tables and chairs. Cutlery, crockery, glasses, cooking utensils and the like, tea towels, bin bags and cleaning materials other than that stated are **not provided** and the Hirer acknowledges that it must make its own provision in this regard.

* + - 1. The Hirer acknowledges that the recreation ground does not form any part of the hiring; and that it remains a public space such that the Hirer does not have exclusive use of this area.
      2. The Hirer shall not use the Premises for any purpose other than that described in this Hiring Agreement and shall not sub-hire or use the Premises or allow the Premises to be used for any unlawful or immoral 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, subject to Clause 9 below, allow the sale of alcohol thereon.

### It is a fundamental condition of this Hiring Agreement that alcohol may not be sold at the Event unless the Hirer has first obtained the written agreement of the Village Hall Committee prior to making any application to the Licensing Authority for a Temporary Events Notice (“TENs”).[[3]](#footnote-3) If the Hirer or anyone acting for or on his behalf makes an application for a TENs in respect of the Event other than in compliance with this Clause, the booking will be cancelled and the Deposit will be forfeit. For the avoidance of doubt, in the event of such cancellation no compensation will be payable by the Village Hall Committee.

* + - 1. The Hirer undertakes to be in attendance at the Premises during the hiring and shall, during the period of the hiring, be responsible for:

## supervision of the Premises, the fabric and the contents

## the care of the Premises, including ensuring safety from damage however slight

## 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.

* + - 1. As directed by the Village Hall Committee, 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 of contents.
      2. Any live music, electronic music, recorded music, acoustic performances, discos or similar performance must be performed within the main hall itself and not outside.
      3. The Hirer shall ensure and undertakes that:

## no highly flammable substances are brought into, or used in any part of the Premises;

## no fireworks or sparklers are to be ignited within the Premises or on the adjoining recreation ground;

## no decorations made of or containing material of a combustible nature (e.g. polystyrene, cotton wool) shall be erected unless the express written consent of the Village Hall Committee has been obtained prior to the Event Date;

## no decorations are put up near light fittings or heaters;

## no candles other than tea lights in suitable glass containers are ignited.

### The Hirer acknowledges that instruction has been received in the following matters:

## the action to be taken in event of fire including calling the Fire Brigade to any outbreak of fire, however slight, and evacuating the Premises;

## 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.

### In advance of the Event the Hirer undertakes to check and ensure that:

## all fire exits are unlocked and the pushbar mechanisms tested and in good working order;

## all escape routes are free of obstruction and can be safely used;

## any fire doors are not wedged open;

## exit signs are illuminated;

## no obvious fire hazards exist on or near the Premises;

## fire fighting equipment is in place and unobstructed.

### In the event of any fire, or any other damage occurring – however slight – the Hirer undertakes to provide full written details to the Village Hall Committee within 7 days of the Event, and to co-operate as reasonably required by the Village Hall Committee in relation to the making of any insurance claim by the Village Hall Committee.

### The Hirer shall ensure that those attending the event do not stand or sit on the wooden fence or gates surrounding the Village Hall and accepts that he is responsible for ensuring that the same is not damaged.

***Marquees***

* + - 1. Small Gazebos with a maximum floor area of 3m by 9m can be erected within the fenced area provided that they are self supporting and not in any way attached to the fabric of the Village Hall itself.

* + - 1. In the event that the hirer wishes to erect a marquee, tee-pee, tent or similar on the main recreation field, the size, location and orientation of the same must be agreed with the Booking Secretary not less than 28 days prior to the date of the Event. In circumstances where the Event is scheduled to take place within 28 days the Hirer should contact the booking secretary to ensure that a marquee can be accommodated.
      2. The Village Hall Committee is unable to guarantee that the recreation ground is suitable for the erection of any marquee, tepee, tent or similar and hirers should make their own investigations in this regard.

***Parking***

* + - 1. In the event that the Hirer requires parking additional to that available at the front of the hall, arrangements can be made for an area of the recreation ground to be made available for parking. Additional parking needs to be discussed and agreed with the Booking Secretary not less than 7 days before the Event.
      2. **As the road outside the Village Hall leads to a farm, parking is not permitted on the road as it obstructs access for farm vehicles.**

***End of Hire***

* + - 1. The Premises must be vacated by the end of the relevant hire period as stated at (B) above; and in accordance with the provisions of Clause 23 below.
      2. At the end of the relevant hire period the Hirer shall be responsible for ensuring:

## the Premises and surrounding area are left in a clean and tidy condition i.e. in the same condition as at the commencement of the hire period;

## all internal doors are closed and fastened;

## the Premises are secure and all doors and windows properly locked;

## any contents (including tables and chairs) are properly replaced in the same position/location as at the commencement of the hire period;

## all lights, cooker and urn are switched off;

## all electrical appliances other than the fridge are turned off and unplugged;

## the premises have been checked such that the Hirer is satisfied that there are no smouldering fires and/or that no smoking materials or tea-lights have been left smouldering or burning;

## **all rubbish is removed from the Premises (for the avoidance of doubt rubbish is not to be left in or outside the Premises, or in any public or private bins within Wytham village).**

* + - 1. Where a hire period extends overnight, at the end of each day the Hirer shall be responsible for ensuring that the checks identified at Clause 19(b),(c), (e), (f), and (g) have been undertaken.

***Indemnity & Insurance***

* + - 1. The Hirer shall indemnify and keep indemnified each member of the Village Hall Committee and the Village Hall’s employees, volunteers, agents and invitees against:

## the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises;

## all claims, losses, damages and costs 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) by the Hirer; and

## all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

### The Hirer hereby acknowledges that in the event of a claim being made against him in respect of any of the matters covered by Clause 26 that the Insurance effected by the Village Hall Committee will not respond to such claims. **THE HIRER ACKNOWLEDGES THAT HE HAS BEEN STRONGLY ADVISED TO TAKE OUT A POLICY OF INSURANCE IN RESPECT OF THE INDEMNITY THAT HE HAS GIVEN PURSUANT TO THESE TERMS AND CONDITIONS.**

### The Hirer must report all accidents involving injury the Village Hall Committee as soon as reasonably practicable and shall forthwith complete the relevant section in the Village Hall’s accident book, which is kept in the Kitchen.

### Any failure of equipment belonging to the Village Hall or brought in by the Hirer must be reported to the Village Hall Committee as soon as reasonably practicable.

***Miscellaneous***

### The Hirer should note that for security purposes CCTV operates at the Village Hall.

### The Hirer shall ensure that in order to avoid disturbing neighbours to the Village Hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol.

### The Hirer shall not permit drunk and disorderly behaviour either on the Premises or in its immediate vicinity.

### The Hirer shall ensure that alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18.

### Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the Premises.

### No illegal drugs may be brought onto or used on the Premises.

### The Hirer shall, 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. Whilst the Premises are provided with a refrigerator the Village Hall Committee provides no warranty as to the same and the Hirer must satisfy himself as to the correct operation of the same.

### The Hirer shall ensure that any electrical appliances brought by them to be used within the Premises and used therein shall be 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 the hirer must make use of it in the interests of public safety.

### It is a condition of this booking that in the event the Hirer seeks to connect to the Premises’ electrical supply any equipment to be situated outside the Premises (including without limitation catering equipment, catering vans, hog-roast equipment (or similar), refrigeration facilities and toilet facilities) the Hirer **shall** obtain the permission of the Village Hall Committee in writing at least seven days before the date of the Event for the said connection. It shall be within the absolute discretion of the Village Hall Committee whether to grant permission and if granted, on what terms.

### As regards any activity which the Hirer is to undertake at the Premises, it is the responsibility of the Hirer to ensure that the Village Hall Committee or the Village Hall holds the relevant licence(s) or to arrange for such licence(s) directly.

### The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority 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.

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

### 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.

### The Hirer shall ensure that Portable Liquefied Propane Gas (LPG) heating appliances shall not be used. No heating appliances shall be brought on to the Premises when open to the public without the written consent of the Village Hall Committee.

### The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises without the prior written consent of the Village Hall Committee. No animals whatsoever are to enter the kitchen at any time.

### The Hirer shall ensure that any activities for children under eight years of age held at the Village Hall which are open to the public comply with such provisions of The Children Act 1989 in so far as the same apply, and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Village Hall Committee with a copy of their Child Protection Policy on request.

### The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements (including posting of the Event on Facebook or other social media) for any event taking place at the Premises, and shall indemnify and keep indemnified each member of the Village Hall’s Committee accordingly against all actions, claims and proceedings arising from any breach of this condition.

### The Village Hall Committee 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 will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

### The Village Hall Committee may, in its absolute discretion in any of the following circumstances, namely:

## in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended;

## in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring;

## dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

### 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 Village Hall Committee. 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. It will become the property of the Village Hall unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the Premises by such removal.

* + - 1. This Hiring Agreement constitutes permission only to use the Premises (for the purpose set out at (C) above and subject always to the terms and conditions of this Agreement) and confers no tenancy or other right of occupation on the Hirer.

### 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.

***Cancellation***

### If the Hirer wishes to cancel the booking before the date of the event and the Village Hall Committee is unable to conclude a replacement booking, the question of the payment or the repayment of the Applicable Fee and/or Deposit shall be at the discretion of the Chairman of the Village Hall Committee.

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

## the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;

## the Village Hall Committee reasonably considering that

#### such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or

#### unlawful or unsuitable activities will take place at the Premises as a result of this hiring;

## the Premises becoming unfit for the use intended by the Hirer;

## 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 the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

### ***Special Conditions***

### Where regulated entertainment or the sale of alcohol is to take place at an event, the following additional conditions apply.

### The Hirer hereby acknowledges 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 agrees to comply with all obligations therein.

### The Hirer, hereby accepts responsibility for being in charge of and on the Premises at all times when the public are present and for ensuring that all conditions of the Premises Licence and/or the Operating Schedule relating to management and supervision of the premises are met.

### The Premises shall not be used for licensable activities (including but not limited to regulated entertainment and the sale of alcohol) except between the hours of 07:00 and 23:15 unless special permission has been given in writing prior to the event by both the Vale of the White Horse District Council and by the Village Hall Committee.

### There shall, in addition to the Hirer, be a minimum of 2 competent attendants on duty on the Premises at all times to assist people entering and leaving, none of whom shall be less than 18 years of age. Additional attendants are required if the audience is mostly under 16, or if there are many disabled people present.

### All persons on duty shall have been instructed by the Hirer as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the Fire Brigade and evacuation procedure.

### The number of people on the Premises shall not exceed 100.

### Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification

### Performances involving danger to the public, or of a sexually explicit nature, are not permitted. In the event that the Premises have been booked for such purpose the booking shall be void and the Applicable Deposit shall be forfeit.

***Severability***

### If any provision of this Agreement is found to be void or unenforceable, that provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

***Entire Agreement***

### The terms and conditions of this Agreement constitute the entire agreement between the parties in relation to the hiring and the Hirer acknowledges that it has not entered into this agreement in reliance on any representation or statement not contained within this agreement.

***By signing below the Hirer confirms his acceptance of the terms and conditions of this Hiring Agreement***

***Hirer (and position held if signing on behalf of a business or organisation)***

***Date***

## **SCHEDULE OF APPLICABLE FEES AND DEPOSITS**

***Social Use (i.e. non-profit making activity)***

**Monday to Thursday**

### Day: 0900 to 1700 Applicable Fee £75.00/Applicable Deposit £100

### Evening: 1700 to 2355 Applicable Fee £75.00/Applicable Deposit £100

### Entire Day: 0900 to 2355 Applicable Fee £150.00/Applicable Deposit £200

**Friday, Saturday Sunday**

### Day: 0900 to 1700 Applicable Fee £75.00/Applicable Deposit £100

### Evening: 1700 to 2355 Applicable Fee £95.00/Applicable Deposit £100

### Entire Day: 0900 to 2355 Applicable Fee £170.00/Applicable Deposit £200

Weekend: 0900 Friday to Sunday 2200 Applicable Fee £750.00/ Applicable Deposit £300

***Business Use (all bookings not covered by Social Use)***

### Day: 0900 to 1700 Applicable Fee £110.00/Applicable Deposit £100

### Evening: 1700 to 2355 Applicable Fee £110.00/Applicable Deposit £100

### Entire Day: 0900 to 2355 Applicable Fee £220.00/Applicable Deposit £200

Weekend: 0900 Friday to Sunday 2200 Applicable Fee £750.00/ Applicable Deposit £300

1. GUIDANCE NOTE: The Applicable Fee/Applicable Deposit that applies to the Event are identified in the annex to this agreement at page 10 below. Please complete the form using the correct figure. In the event that the wrong figure is inserted and/or the correct deposit is not provided the booking will not be confirmed. [↑](#footnote-ref-1)
2. GUIDANCE NOTE: in the event eage page is not initialled, the booking will not be confirmed [↑](#footnote-ref-2)
3. GUIDANCE NOTE: Limited numbers of Temporary Event Notices (“TENs”) are granted annually. The Village Hall is used for fundraising for the benefit of the village, the Parish Church and local charities and voluntary organisations who have priority. Should you wish to sell alcohol please contact the Village Hall Committee prior to completing this Hiring Agreement. [↑](#footnote-ref-3)