

Shavington Village Hall Hire Agreement

Conditions of Hire between the Owner (Shavington-cum-Gresty Parish Council) and the Client

1. Supervision

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

supervision of the Village Hall, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the Village Hall whatever their capacity. As directed by the Bookings Clerk, the Client shall make good or pay for all damage (including accidental damage) to the Village Hall or to the fixtures, fittings or contents and for loss of contents.

2. Car Park

The Client is responsible for ensuring that vehicles are parked in an orderly way so as to avoid obstruction of other vehicles using the car park and the highway. Alcohol must not be consumed in the car park. The owner of the car will be responsible for any damage whatsoever by act of vandalism, theft, fire, flood or force of nature at all times.

The car park is only to be used for the parking of cars and other vehicles. The car park must be used for the sole purpose of attending the event being held in the hall.

3. Use of the Village Hall

The Client shall not use the Village hall for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the Village Hall or allow the Village Hall to be used for any unlawful purpose or in any unlawful way, nor do anything or bring onto the Village Hall anything which may endanger the same or render invalid any insurance policies in respect thereof.

Bouncy castles and/or trampolines are permitted inside the hall. The client is solely responsible for the supervision of such equipment and is required to exercise due diligence before hiring a supplier to ensure that the company has appropriate insurance in place, in the event of either damage to the Village Hall, or personal injury.

Access to the ceiling space is strictly prohibited.

4. Licences

The Client shall be responsible for obtaining licences which may be required for the sale and consumption of alcohol and for the observance of those terms of the licence.

The Client shall be responsible for obtaining licences in respect of playing live or recorded music.

5. Public Safety Compliance

The Client shall comply with all conditions and regulations made in respect of the Village Hall 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 provided or which is attended by children. The Client must ensure that the Village Hall is not occupied by more than 120 persons at any time.

6. Fire Precautions/Emergency Procedures/Escape Routes

The Client must familiarise themselves with the location of all emergency exits, the position and instructions for the use of fire extinguishers and to note the fire drill procedure notice which is situated on the notice-board in the foyer of the hall.

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The three exit signs must remain switched on at all times.

For occasions when guests are to be seated, there must be a gangway of 3 ft 6 in and access to fire exits must not be blocked.

End of session check-list:

- Search for smouldering fires and clear waste-paper
- Check that heaters and all kitchen equipment are turned off
- Check that all electrical appliances are turned off and unplugged.
- Turn out all lights not required for security purposes.
- Ensure that curtains are opened.
- Close all internal doors.
- Secure all windows and outside doors

7. Health and Hygiene

The Client shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation.

8. Gas and Electrical Appliance Safety

The Client shall ensure that all gas appliances and electrical equipment belonging to the Village Hall and any electrical equipment brought in by the Client are used safely in accordance with the Instructions. If electrical equipment is brought into the hall, there must be an appropriate certificate to evidence that the equipment has been subject to PAT (portable appliance testing).

9. Accidents and Dangerous Occurrences

The Client must report to the Bookings Clerk, all accidents involving injury to the public, as soon as possible and complete the relevant section in the Village Hall's accident book. Any damage to Village Hall property, or failure of equipment belonging to the Village Hall, or brought in by the Client must be reported to the Bookings Clerk as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority; these are accidents which cause serious injury or death. The completion of this form is the responsibility of the Bookings Clerk. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

10. Drunk and Disorderly Behaviour

The Client shall ensure that in order to avoid disturbance to neighbouring properties and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol.

Alcohol shall not be served to any person suspected of being drunk or 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 Village Hall.

11. Animals

The Client shall ensure that no animals except guide dogs or other support dogs (eg 'Hearing' dogs) are brought into the Village Hall. No animals are to enter the kitchen at any time.

12. Fly-Posting

The Client shall not carry out or permit fly-posting or any other form of unauthorised advertisements for any event taking place at the Village Hall if such fly-posting and advertisements are displayed within the curtilage of the Village Hall and shall indemnify and keep indemnified each member of the Parish Council against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

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13. Permitted Numbers

Dances:	120
Seated audience:	120
Combination of both:	110

14. Booking Administration

a. Payment for Hire

Full payment is required 14 clear days before the event (not counting the date of the event).

b. Regular Hire

For any regular hire period the Parish Council may, subject to eight weeks' notice to the Client, suspend the hire on an occasional basis in order to allow other organisations, which might otherwise be prohibited from using the Hall, to hire the Hall for a specific event. In any of the circumstances described above, the Parish Council undertakes to refund to the regular Client any hire fees relating to the cancelled period(s) of hire, but no further monies will be paid for any actual or presumed loss of profit or for any other cause. Clients are required to give the Bookings Clerk a minimum of two weeks' notice either of occasional cancellation, or termination of the Hire Agreement.

c. Hire Period

The hiring period shall be between the times specified in the confirmation of booking document. The Client should include time needed for preparation and clearing-up in establishing the total period of hire required. The Client is responsible for making sure that the Village Hall is not left unattended and/or unsecured at any time during, or at the end of the hire period.

The hall must be left in a clean and tidy condition at the end of the hire period. If the Client does not wish to carry out their own cleaning, an additional charge of £30 will be made for the Council to arrange cleaning after the event.

15. Insurance and Indemnity

(a) The Client shall be liable for:

(i) The cost of repair of any damage (including accidental and malicious damage) done to any part of the Village Hall including the curtilage thereof or the contents of the Village Hall.

(ii) All claims, losses, damages and costs made against, or incurred by, the Parish Council, its employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the Village Hall by the Client.

(b) The Parish Council is insured against any claims arising out of its own negligence.

16. Cancellation

If a Client wishes to cancel the booking 14 clear days or less before the date of the event and the Parish Council is unable to make a replacement booking, the issue of the payment or the repayment of the fee shall be at the discretion of the Parish Council, dependent on the circumstances.

The Parish Council reserves the right to cancel a hiring by written notice to the Client in the event of:

- (a) The Village Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;

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- (b) The Parish Council reasonably considers 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 Village Hall as a result of this Hiring;
- (c) The Village Hall may become unfit or unsafe for the use intended by the Client;
- (d) The hall may be required for an emergency requiring use of the Village Hall 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 Client shall be entitled to a refund of payment, but the Parish Council shall not be liable to the Client for any resultant direct or indirect loss or damages whatsoever.

A copy of this Agreement will be provided to the client as part of the confirmation of a booking. The client is deemed to have accepted the terms and shall be bound by it.