

Broughton Gifford Village Hall & Car Park

Registered Charity 305477

Hiring Agreement

(issue 10 – March 2015)

This agreement is made on the date (1) and between the COMMITTEE (2) and the HIRER (3) named below whereby in consideration of the sum(s) mentioned (4):

A. THE COMMITTEE agrees to permit the HIRER to use the premises (5) for the purpose (6) for the period(s) all described below, viz:

1 **Date of Agreement:**

2 **Broughton Gifford Village Hall Management Committee** - authorised representative (Bookings Clerk): **Mr. Vince Davis**, 19 Curtis Orchard, Broughton Gifford, Melksham, Wiltshire SN12 8PX tel: **01225 783 332**

3 **Hirer:**

(a) Organisation (if applicable) – please print:

(b) Name and address of representative or individual hirer (please print) :

Tel. No.

4 **Hiring fee:** £ *Two separate cheques or cash please. Cheques payable to BROUGHTON GIFFORD VILLAGE HALL. Deposit retained for 7-days after event. Deposit cash refunded/deposit cheque destroyed when conditions (10) below are met.*

Plus **deposit** (refundable): £

5 **Premises hired:** – whole of village hall – main hall and kitchen – committee room only

6 **Purpose of hiring:**

7 **Period of hiring:** **Date(s)** **Times**

8 **Bar Required?:** – NO – YES, and if YES, **Starting time:** **Finishing time** (ref. licensed hours)

(N.B. Please see condition 2 overleaf. If you require a bar, or are intending to consume alcohol on the premises, please mention this at the time of booking.)

9 **Radio Microphones and/or access to PA System Required?:** – NO – YES (If YES, PA System access point key may be collected/returned from/to Bookings Clerk at time of main key collection/return. Your deposit will be increased by £50 for this facility)

10 **Conditions for full refund of deposit:**

- | | |
|--|---|
| (a) All tables and chairs to be put back to original positions | (e) No damage to premises or equipment therein |
| (b) Hall swept through | (f) Radio microphones (if used) returned undamaged to PA access point cabinet |
| (c) Kitchen left clean and tidy (no food to be left on premises) | (g) All rubbish that cannot be reasonably fitted into bins to be removed from the premises (a large bin is available in the car park) |
| (d) No belongings/equipment to be left without prior agreement with Bookings Clerk | (h) All keys returned to Bookings Clerk (unless otherwise agreed) |

B. THE HIRER agrees with the Committee to be present during the hiring and to perform the provisions and stipulations contained or referred to in the Committee's Terms and Conditions of Hire for the time being in force as annexed hereto (an understanding of which the Hirer acknowledges) together with the special conditions set out in the Schedule overleaf (if any).

C. KEYS can be collected on the day of your event from the Bookings Clerk (as in 2 above unless otherwise stated). Please ring in advance to arrange collection.

Signed by the person named at 2 (or other authorised representative) on behalf of the Village Hall Management Committee:

..... Date:

I have read and understood the terms and conditions and agree to abide by them.

Signed by the person named at 3(b) – on behalf of the organisation named at 3 (a) – if applicable:

..... Date:

Please complete, sign & date this agreement & return it with your hiring fee & deposit payment to the bookings clerk (as in 2 above unless otherwise stated). Completed form and payments must be received prior to the date of hiring and failure to do so will result in your hire being cancelled. Thank you.

Terms And Conditions Of Hire

(If the Hirer is in any doubt as to the meaning of the following, the Bookings Clerk should be immediately consulted.)

For the purpose of these conditions, the term HIRER shall mean an individual or, where the hirer is an organisation, the authorised representative.

1. THE HIRER will during the period of the hiring be responsible for supervision of the premises, 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 premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway or the exits from the Hall.
2. NO INTOXICATING liquor shall be sold, supplied and/or consumed on the premises without the previous consent of the village hall committee.
3. THE HIRER shall not use 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 way not do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcoholic liquor thereon without written permission.
4. IF THE HIRING of the Hall includes the Committee Room: THE HIRER shall ensure that no food be placed or consumed within this room unless by prior agreement with the Committee.
5. 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.
6. THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other public entertainment or stage plays. A Fire Action Plan is displayed next to the fire bell in the entrance lobby. The Hirer must nominate one steward per one hundred patrons to monitor the main fire escape doors. The Committee must approve all seating plans. No strobe lights, laser lights or smoke producing effects shall be used without written approval of the Committee and the West Wiltshire District Council.
7. THE HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular, when dancing takes place after 2300 hours, free drinking water and free drinking vessels must be available to patrons.
8. THE COMMITTEE hereby advises THE HIRER that the Hall is equipped only with domestic standard catering facilities e.g. cooker, fridge, freezer etc., so THE HIRER must make suitable provision for catering for large numbers of people.
9. THE HIRER shall ensure that any electrical appliance brought by him / her to the premises and used there shall be safe and in good working order and used in a safe manner.
10. THE HIRER shall indemnify the committee for the cost of repair of any damage done to any part of the property including the adjoining land thereof or the contents of the buildings that may occur during the period of the hiring as a result of the hiring.
11. IF THE HIRER wishes to cancel the booking before the date of the event and the Committee is unable to conclude a replacement booking, the question of the payment or repayment of the fee shall be at the discretion of the Committee.
12. THE HIRER shall ensure that the minimum of noise is made on the arrival and departure of patrons and that at all times noise is not a nuisance. The Committee has installed a sentry device to cut off power to amplifiers if noise exceeds a level determined by the local authority. The Hirer should bring this fact to the notice of any band or disco.
13. THE COMMITTEE reserves the right to enter the Hall during the hire period and to check noise levels.
14. THE HIRER shall ensure that no dogs except guide dogs are brought into the Hall.
15. AT THE END of the Hiring, THE HIRER shall be responsible for leaving the premises and surrounds in a CLEAN AND TIDY condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their positions properly replaced, otherwise the Committee shall be at liberty to make an additional charge.
16. THE COMMITTEE reserves the right to cancel this hiring in the event of the Hall being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election, in which case THE HIRER shall be entitled to a refund of any deposit already paid.
17. IN THE EVENT of the Hall or any part thereof being rendered unfit for the use of which it has been hired, the Committee shall not be liable to THE HIRER for any resulting loss or damage whatsoever.
18. THE HIRER shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to the children.
19. THE HIRER shall ensure that any activities for children and young people under eighteen years of age shall be supervised by a responsible adult (not less than 21 years of age) for every ten (10) children or young people (under 18). For such activities THE HIRER must ensure that NO intoxicating liquor is consumed.
20. Neither the COMMITTEE nor its officers shall be responsible for goods, materials, clothing etc. brought into or left in the building, nor shall they be responsible for loss or damage to or interference with cars in the Village Hall car park or their contents.
21. First Aid equipment is kept in a clearly labelled cupboard in the kitchen. This cupboard also contains a current Health & Safety File. THE HIRER is responsible for locating and familiarising themselves with the Health & Safety File prior to the hire period.
22. THE HIRER shall ensure that all emergency exits are kept clear and that routes to emergency exits remain unobstructed by items such as chairs and tables etc. at all times during the hire period. Further, when leaving the Hall after hiring, THE HIRER shall ensure that the emergency exits and routes to them are left unobstructed.
23. THE COMMITTEE hereby advises THE HIRER that the stage does not include any safety railings or edging. THE HIRER must therefore ensure that all users of the stage are made aware of this fact and also made aware of the risk associated with accidentally falling from the stage into the main hall area.
24. The Committee's decision as to the interpretation of these conditions shall be final and conclusive.

Special Conditions: