

Broom Village Hall hiring agreement (single hire parties) – 26.05.22 version

This agreement is between Broom Village Hall Management Committee (Village Hall) and the person or organisation hiring the hall (Hirer).

AGREED as follows:

In consideration of the hire fee the Village Hall agrees to permit the Hirer to use the premises for the purpose described within the periods stated. All terms and conditions attached are to be adhered to, any contraventions will be considered a breach of contract.

Authorised representative (Lettings Officer)

Dave Roberts. 15 Millers Bank, Broom, Warwickshire, B50 4HZ Tel: 07967 413411

Event Details

Date required

Event times

Please ensure that you include sufficient time within your hire period for all setting up and preparation beforehand, and for clearing afterwards.

Purpose of Hire

Please note we do not allow teenage parties. If the majority of the attendees are between the ages of 13 to 19 years of age we reserve the right to cancel the booking or closing down the event.

Hirer Details

Name
and
address

Telephone numbers

Email address

Hire Fee

Please choose from the following - the amount payable will be made up as follows:

Combined hall / meeting room hire @ £17.50/hr (min 3 hours)	no of hrs		=	£
Main hall hire @ £15.00/hr (min 3 hours)	no of hrs		=	£
Meeting room hire @ £9.00/hr	no of hrs		=	£
Late night locking up fee @ £20.00 (finish after 11pm)	if applicable		=	£
Tablecloth hire @ £9.00/cloth (cleaning charge only)	no of cloths		=	£
TOTAL TO PAY				£

In addition, we require a damage deposit of £100 for hires 6 hours or over when booking. This will be refunded within 10 days following the hire if no damage or cleaning issues have occurred.

Please visit our website www.broomvillagehall.org.uk

Damage/cleaning deposit (if applicable) payable now with the hall fee

To enable Broom Village Hall treasurer to return your damage deposit please give your bank details:

Account Name

Sort Code

Account No

Please note that your booking is only secured when this completed form is returned to the Lettings Office, together with the appropriate fee.

To pay online our details are as follows:

Sort Code: 30-98-26 (Lloyds Bank, Stratford upon Avon)

Account Number: 01298365

Reference: please use the date of the event

Cheques should be made payable to: Broom Village Hall

Please tick which method of payment has been used: BACs

☐

Cheque

☐

Cash

☐

The village Hall has a Premises Licence for up to 120 persons, authorising the following regulated entertainment and licensable activities from Monday to Sunday inclusive, from 9.00 to 24.00. *(Please note however Broom Village Hall Committee does not hire the hall after 20.00hrs on Sunday).* Plays, films, indoor sporting events, live and recorded music, the performance of dance, provision of facilities for making music and dance and anything of a similar description to all of these. The Village Hall has a licence with the Performing Rights Society permitting the use of most commercial recorded copyright music.

In order to hold a licensable activity not covered by the Premises Licence, or **if you are intending to sell alcohol** at any event at the Village Hall, **A Temporary Event Notice (TEN)** will need to be given to the licensing authority. The hirer shall be responsible for obtaining such authorisation as may be needed, with the prior agreement of the Village Hall.

The Hirer agrees to be present during the hiring and to comply fully with this Hire Agreement and the Terms and Conditions.

It is hereby agreed that the standard conditions of hire together with any applicable special conditions of hire shall form part of the terms of this hiring agreement unless specifically excluded by agreement in writing between the Village Hall and 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.

I have read and agree with the Terms and Conditions of Hire – please tick

☐

Signed _____ Print Name _____ Date _____

Signed on behalf of the Village Hall _____ Name _____ Date _____

BROOM VILLAGE HALL – CONDITIONS OF HIRE

1. **Binding Agreement** By completing the booking form on line or by delivering a completed booking form to The Lettings Officer and paying the required fee and security deposit (if applicable), a binding contract is established between the hirer and Village Hall Committee, which is subject to these terms and conditions.
2. **Rejection of Booking** The Village Hall Committee, at its sole discretion, reserves the right to cancel the booking and return all paid deposits within seven days of receipt of those deposits.
3. **Supervision** During the period of hiring the hirer will 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, and the behaviour of all persons using the premises whatever their capacity, including supervision of car parking so as to avoid obstruction of the highway. (Parking at owner's risk).
4. **Unlawful purposes** The Hirer shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way, nor do anything or bring onto the premises anything which may endanger the same or any insurance policies in respect thereof, nor allow the consumption of alcoholic liquor thereon without permission.
5. **Premises Licence** The Village Hall has a Premises Licence for up to 120 persons, authorising the following regulated entertainment and licensable activities from Monday to Sunday inclusive, from 09.00 to 24.00 (subject to standard condition 4): Plays, films, indoor sporting events, live and recorded music, the performance of dance, provision of facilities for making music and dance and anything of a similar description to all of these.
6. **Performing Rights** The Village Hall has a licence with the Performing Rights Society permitting the use of most commercial recorded copyright music. In order to hold a licensable activity not covered by the Premises Licence, or if you are intending to sell alcohol at any event at the Village Hall, a Temporary Event Notice (TEN) will need to be given to the licensing authority. The hirer shall be responsible for obtaining such authorisation as may be needed, with the prior agreement of the Village Hall Committee.
7. **Compliance With Conditions and Regulations** The hirer shall comply with all conditions and regulations made in respect of the premises by the Community Premises Licence, Fire Authority, Stratford District Council, particularly in connection with any event which includes public dancing, or music, or other similar public entertainment, or stage plays (See Community Premises Licence on the notice board **in the rear corridor**)
8. **Cancellation of Bookings** If cancellations are made with at least 4 weeks' notice the deposit will be refunded. No refunds of any money paid will be made for bookings cancelled within 4 weeks unless similar replacement bookings for the period are secured.
9. **Cancellation by Village Hall Committee** The Village Hall Committee reserve the right **to cancel any hiring** if: (i) the hall is required for the use as a Polling Station; (ii) the premises become unfit for the use intended by the Hirer; (iii) an emergency occurs which requires the 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 these cases the hirer shall be entitled to a full refund of any fees paid but the Committee shall not be liable to the hirer for any resulting loss or damage whatsoever.
10. **Keeping Hall Tidy** The premises and surrounds are to be left in a clean and tidy condition, any furniture, utensils or equipment temporarily removed from their usual positions are to be properly replaced otherwise the Committee may decide that the hirer should forfeit their deposit, or pay a surcharge if a regular user. **All rubbish shall be removed from the premises by the hirer. Mops ,brushes and the like are available from Cupboard 2 (toilets end of the hall).**
11. **Cost of Repair and Indemnity** The hirer will be responsible for the cost of repair or replacement of any damage or misuse to any part of the property or its contents including the curtilage thereof, which may occur during the period of hiring or use and shall indemnify and keep indemnified each member of the Village Hall Committee and its employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) 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 (c) 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.

In addition, there's a repair book hanging in the foyer which hirers should use to note any item which they believe may need attention generally.
12. **Security.** The Hirer is responsible for the security of the premises and the property for the full duration of the hire. The hirer will fully comply with the Hall security procedure as issued to the Hirer, and displayed

in the rear corridor. Failure to do so will cause the Hirer to be liable for any consequential loss or damage to the premises or property therein

13. **Supervision.** The hirer, not being a person under 18 years of age shall be in charge of and upon the licensed premises during the whole time that they are open for public entertainment. The person in charge shall not be engaged on any other duties, which will prevent him from exercising general supervision.
14. There shall be a minimum of **2 persons**, neither of whom shall be less than 18 years of age, on duty in the premises when they are being used for public entertainments, including the person in charge. All persons on duty shall have been informed of the procedure to be adopted in the case of evacuation of the premises and shall be familiar with the firefighting equipment available. They shall ensure that means of escape remain clear at all times and that fire doors are not wedged open.
15. **Opening and closing the village hall.** The hall will be opened and closed by the Lettings Officer, at the times agreed. If the timing of the event means that the closure will be after 11pm, a late lockup fee will be payable in addition to any other amounts chargeable for hire of the hall. Please ensure that any outside caterers or contractors are aware of the hire period and any additional setting up/clearing up periods, as agreed, as access to the premises may only be possible during these times.
16. **Tables, linen, crockery, cutlery etc.** Round and long tables are available for use with the hall without additional charge. Crockery, cutlery and glassware is also available. Please ensure that items used are left clean after use and returned to their previous positions. All breakages should be notified to the Lettings Officer and must be paid for. Tablecloths for the round tables are available by arrangement, at a cost to cover cleaning charges.
17. **Hirer's equipment and appliances** The Village Hall Committee accepts no responsibility or liability for any equipment or other property brought on to or left at the premises by the Hirer. Unless agreed otherwise, all equipment and other property must be removed at the end of each hiring. Village Hall Committee may dispose of any equipment or other property left on the premises after the period of hire has expired, and may charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same. Electrical appliances shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. The use of smoke machines is not permitted.
18. **Outbreaks of Fire Accidents and Dangerous Occurrences** The Fire Brigade shall be called to any outbreak of fire however slight and details thereof shall be given to the Lettings Officer. A No Smoking policy operates throughout the hall. The Hirer must report all accidents involving injury to the public to the Lettings Officer as soon as possible and complete the relevant section in the Village Hall's accident book located in the cupboard beneath the kitchen sink. Any failure of equipment belonging to the Village Hall Committee 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. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).
19. The hirer is responsible for the **Health and Safety** of the occupiers of the premises at all times. Performances involving any danger to the public shall not be given.
20. **Animals** No animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Village Hall. No animals whatsoever are to enter the kitchen at any time.
21. **Explosive and flammable** substances. Highly flammable substances (including fireworks) shall not be brought into, or used in any portion of the premises, inside or out. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be brought into the premises without the consent of the Committee.
22. **Toxic materials:** Toxic materials or any cleaning compounds/materials shall not be brought in or used in any part of the premises. There is a register of all cleaning compounds kept and used on the premises.
23. **Heating** Please do not adjust the room temperature controls or individual radiator thermostats. The Hirer should advise the Lettings Officer in advance if they will need the Village Hall to be particularly warm or cold. No unauthorised **heating appliance** shall be used on the premises.
24. **Decorations.** Please do not pin or stick anything onto the walls. Banners etc. can be temporarily hung from the woodwork (or from lines attached to the woodwork) and removed at the end of the hire period. Otherwise 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 Lettings Officer. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall Committee remain in the premises at the end of the hiring. It will become

Please visit our website www.broomvillagehall.org.uk

the property of the Village Hall Committee unless removed by the Hirer. Any damage to the premises or paintwork, however caused, will be charged for.

25. Noise Music or other sounds should be kept to a reasonable level throughout the period of hire. In particular the Hirer must ensure that:

- amplified music is used only, and is not to be audible within neighbouring properties after 11pm
- all doors and windows are kept closed after 11pm, except for entry and exit
- all outdoor activity, including outdoor drinking, ceases by 11pm
- minimum noise is made by all guests on arrival, and leaving the event.

If these conditions are breached the immediate closure of the event may be required.