



Turville Memorial Hall Hire Agreement

Welford Road, Husbands Bosworth, LE17 6JX

CONDITIONS OF HIRE

TERMS: The term **Village Hall** or **Premises** refers to the Turville Memorial Hall Husbands Bosworth; **Common Areas** refers to the store room, kitchen and toilet facilities; **Village Hall Committee** and **Village Hall Secretary** refer to the duly appointed persons acting in that capacity from time to time for and on behalf of the Trustees.

1. General - The hirer is responsible for ensuring that the Premises are left clean and tidy for the next users and in particular where applicable -

- Tables and chairs should be replaced as found.
- The floors should be swept and where appropriate mopped out.
- Cloakrooms must be left clean and lavatory basins only used for their proper purpose.
- Where, subject to the terms and conditions of this Agreement, a bar for the sale of alcohol is to be provided, the Hirer must remove all bottles, cans, containers and packaging from the Village Hall.
- In the event of the kitchen being used, the Hirer must ensure that all sinks, appliances, work surfaces and floor are clean, spillages removed and all items of use returned in a clean condition to their original location.
- All heaters and lighting must be switched off and the electrical power switched off at the main switchboard.
- All doors must be left secure.
- Use blu-tack for affixing notices or decorations to walls or other surfaces. Do not use drawing pins, sellotape or other adhesives.
- No equipment belonging to the Hirer or invitees of the Hirer may be stored in the store room or elsewhere in the Village Hall or curtilage thereof without the express consent of the Trustees and subject to such conditions as the Trustees may impose. The Trustees reserve the right to dispose of any goods or equipment stored in breach of this condition in such manner as the Village Hall committee shall entirely at its discretion consider appropriate PROVIDED the Hirer shall have failed to remove such goods and equipment following the giving of not less than twenty eight days notice in writing by the Village Hall Committee to the Hirer.
- The Trustees accept no responsibility nor liability for any damage or loss to the Hirer arising from any such disposal of goods and equipment by the Trustees effected under these provisions.
- The Village Hall car park is for the purpose of the parking of cars only and any use thereof shall be for the period of hire only, entirely at the risk of the Hirer and invitees, non-exclusive and at the discretion of the Trustees who accept no responsibility in respect thereof. All regulations must be strictly observed.

2. Supervision - The Hirer shall be responsible for supervision and care of the Premises and common areas and contents and the behaviour of all persons using the same and shall make good or pay for all damage (including accidental damage) to the Premises and common areas or to the fixtures fittings or contents and for loss of contents.

Due to fire regulations the capacities of each area is as follows:

- Committee Room - 30 Persons

- Main Hall – General 105-130 Persons, Ballroom Dance 105 persons, Disco Dance 125 persons.

3. Alcohol - No alcohol will be provided or consumed on the Premises or the common areas without the express consent of the Trustees and subject to such further conditions as may be required.

4. Smoking - The Hirer shall and shall ensure that its invitees comply with the prohibition of smoking in public places, provisions of the Health Act 2006 and regulations made there under. Any person who breaches this provision will be required to leave the Village Hall.

5. Apparatus - Any apparatus or equipment intended to be brought onto the Premises by the Hirer will need the express consent of the Trustees and its use thereof will be entirely at the risk of the Hirer who if required will provide appropriate insurance.

6. Liability - The Trustees accept no responsibility for loss or damage to any property whatsoever brought onto the Premises or the common areas nor for any accident or injury sustained by any person using the Premises or any part of the Village Hall or car park or entrances notwithstanding any express consent that may have been granted.

7. Use - The Hirer shall not use the Premises for any purpose other than that described in this Agreement and shall not sub-hire or allow the Premises to be used for any unlawful purpose nor allow anything which may render invalid any insurance policies in respect thereof.

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

9. Licensable activities - The Hirer shall ensure that the Trustees hold a Performing Society Right Licence which permits the use of copyright music in any form. If any other Licences are required the Hirer must ensure that these are in place at the relevant time. The Hirer shall produce a Personal Licence or Temporary Events Notice to the Trustees if alcohol is to be sold on the Premises.

10. Public safety compliance - The Hirer shall comply with all conditions and regulations made in respect of the Premises and common areas by the Local Authority, the Licensing Authority, the Village Hall Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, or at which alcohol is sold or provided or which is attended by children.

11. Fire - The Hirer will immediately on entering the Premises at the commencement of the hire period, ensure that all relevant personnel including the Hirer inspect and familiarise themselves with the position of all fire doors (and method of operation thereof) and emergency exits from the Premises and the position of all fire extinguishers and ensure that all escape routes are kept clear at all times. Annexed to the Agreement is a plan (the Plan) of the Village Hall showing the location of all the above exits and equipment. In the event of fire, however slight, the Village Hall must immediately be evacuated and the Fire Brigade called. The nearest public telephone box is situate on the village green opposite the Village Hall.

12. Food - The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations and ensure that all relevant food is stored in compliance with the Food Temperature Regulations.

13. Electrical appliances - The Hirer shall ensure that any electrical appliances brought onto the Premises or the common areas by the Hirer or invitees of the Hirer and used on the Premises or common areas shall be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989 and that no unauthorised heating appliances are used on the Premises.

14. Insurance and indemnity - The Hirer shall be liable for:

- The cost of repair (or replacement) of any damage caused by the Hirer or its invitees to any part of the Premises, the Village Hall and curtilage thereof or the contents therein.
- All claims, losses, damages and costs made against or incurred by the Trustees, the Authorised Representative, management committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons or due to any nuisance caused to a third party as a result of the use of the Premises and common areas by the Hirer and shall indemnify and keep indemnified accordingly each of the above persons against such liabilities and the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt to the Village Hall Secretary.

15. Accidents and First Aid - The Hirer should provide first aiders for any activity during the Hire Period where the general public is invited to attend. Hirers must report all accidents involving injury to any person to a member of the Village Hall committee as soon as possible and complete the relevant section in the accident book which is maintained in the Village Hall and the location of which is shown on the Plan. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre in accordance with specific regulations and the Village Hall Secretary will give assistance in completing this form. The first aid box is located in the position shown on the Plan.

16. Dangerous substances - The Hirer shall ensure that no highly flammable, explosive or combustible substances are brought into or used in any part of the Premises or common areas and that no decorations are put up near light fittings or heaters.

17. Children Act 1989 - The Hirer shall ensure that any activities for children comply with the provisions of the above Act and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks and comply with ISA requirements have access to children. The Hirer shall provide the Village Hall committee with a copy of the Disclosure Certificate and Child Protection Policy on request.

18. Fly posting - The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements relating to any event taking place at the Premises or common areas and shall indemnify the Trustees and the members of its committee against any breach of this condition.

19. Sale of goods - 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.

20. Cancellation - If the Hirer wishes to cancel the hire of the Premises before the commencement of the term or before the date of the event, the question of the payment or the repayment of the hire fee or any deposit paid shall be at the discretion of the Village Hall committee.

The Trustees reserve the right to cancel this agreement by written notice to the Hirer in the event of the Premises being required as a Polling Station or the Village Hall committee reasonably considering that such hiring would prevent its use for a community event or lead to a breach of the provisions of the Village Hall Constitution, licensing conditions, Charities Act or other statutory requirements, or unlawful or unsuitable activities will take place at the Premises or the Premises or common areas becoming unfit for use. In any such case the Hirer shall be entitled, subject to the hire fee provisions referred to above, to a refund of any deposit paid but the Trustees shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

This Agreement may be terminated at any time by either the Trustees or the Hirer giving to the other not less than 28 days notice in writing whereupon the term of the hire shall cease without prejudice to any claims by the Trustees against the Hirer for any unpaid hire fees or other liability under the provisions of this Agreement.

21. 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 and shall, if using sound amplification equipment, take reasonable steps to limit the noise level so as not to cause a nuisance or annoyance to the public in the surrounding neighbourhood.

22. No alterations - No alterations or additions may be made to the Premises or common area nor may any fixtures be installed or placards or other articles be attached in any way to any part of the Premises or common areas without the prior written approval of the Village Hall secretary and subject to such conditions as the Village Hall committee may impose.

23. No rights - This Agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the Hirer.

24. Deposit and Payment

A deposit (if applicable) is payable in addition to the hire charges and is refundable on condition only that the Hirer or any invitees of the Hirer have not caused or are in any way responsible for any damage to the Village Hall or its contents or to the car park or caused financial loss due to a failure to comply with the Conditions of Hire.

Payment of all monies due must be made in cash or by cheque payable to 'Turville Memorial Hall' either prior to the user date or each of the user dates referred to above or on the signing of this Agreement or within 7 days of receipt of an invoice requesting payment.

25. KEYS: These are available immediately prior to the hiring date by contacting in the first instance ELIZABETH BROMLEY on 01858 881441 or husbandsbosworthvh@gmail.com or alternatively a member of the Committee.

The Hirer shall return the keys immediately after the expiration of the period of hire. THE hirer agrees with the Trustees to be present at the Premises during the hiring and to comply fully with the terms and conditions of this Hire Agreement and hereby accepts responsibility for being in charge of the Premises and ensuring that all conditions under this Agreement relating to management and supervision are met.

The Hirer agrees to leave the Halls as they were found and so switch off ALL heaters on departure.

Please refer to CHECKLIST on the notice board in the hallway and ensure all items are carried out.

SIGNED by the Authorised Representative on behalf the Trustees: _____