

STISTED VILLAGE HALL Hiring Agreement



Application Form with
Terms and Conditions of Hire
(Ver: 2016 Edition)
Registered Charity No: 246278



Stisted Village Hall
Rectory Road
Stisted
Essex
CM77 8AL

Dear

Thank you for considering Stisted Village Hall for your function/event. Please read the following document carefully.

May we remind you that if you are intending to **sell** alcohol at your function, you will need to apply to Braintree District Council, Licensing, at least 10 working days before the event takes place for a Temporary Event Notice (TEN).

If you wish to proceed with your booking we shall be grateful if you will:

- Complete and sign the Hiring Agreement
- Enclose minimum 50% deposit of booking fee
- Enclose the two returnable special deposit cheques.
(Any, or all, of the conditions of hire as detailed in the Hiring Agreement not met to the satisfaction of the Hall Management Committee will result in forfeiture of the special deposit(s).)

The Application Form, duly signed, and payment(s) should then be returned to the above address. Please make cheques payable to Stisted Village Hall. Your booking will then be confirmed and the agreement returned to you together with details of access to the Hall for your event.

We wish you a safe, happy and successful function. If you have any comment or observation that you may have regarding your hire, then please address it to the Stisted Village Hall Management Committee care of the above address.

Yours sincerely

Mrs Tracy Warner
Booking Officer

Standard Conditions of Hire

These standard conditions apply to all hiring of the village hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Booking Clerk should immediately be consulted.

1. Supervision

The Hirer shall, 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. As directed by the Hall Secretary, 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. Use of Premises

The Hirer shall not use the 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 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 allow the consumption of alcohol thereon without written permission.

3. Gaming, Betting and Lotteries

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.

4. Licences

The Hirer shall ensure that the Village Hall holds a Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence or the Village Hall holds it.

5. Public Safety Compliance

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.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- 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.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

6. Means of Escape

- (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- (b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

7. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee.

8. Health and Hygiene

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. The premises are provided with a refrigerator. The Hirer is responsible for all outbreaks of food poisoning.

9. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there 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.

10. Indemnity

- (a) The Hirer shall indemnify and keep indemnified each member of the Village Hall management committee and the Village Hall's 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.
- (b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Secretary to rehire the premises to another hirer.

The Village Hall is insured against any claims arising out of its **own** negligence.

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Village Hall management committee **as soon as** possible and complete the relevant

section in the Village Hall's accident book. Any failure of equipment belonging to the Village Hall 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. The Hall Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

12. Explosives and Flammable Substances (including Fireworks)

The hirer shall ensure that:

- (a) Highly flammable substances, including Fireworks (indoor and outdoor) are not brought into, or used in any part of the premises (buildings and grounds) and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

13. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 the premises.

15. No Smoking

The internal and external areas of the Hall are subject to a No Smoking policy.

16. Animals

The Hirer shall ensure that no animals (including birds), except dogs trained for impaired people, 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.

17. Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 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.

18. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and

keep indemnified each member of the Village Hall's management committee accordingly 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.

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. 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. Further detail can be found in Village Hall Information Sheet 34 – available on request.

20. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Village Hall. The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- b) the Village Hall management committee reasonably considering 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 premises as a result of this hiring
- c) the premises becoming unfit for the use intended by the Hirer
- d) 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.

21. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge.

22. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

“Extract from Premises Licence 4)

- i. The "event noise level" at one metre from the façade of a noise-sensitive dwelling should not exceed the background noise level by more than 5 dB(A).
- ii. Sound from the venue should be "inaudible" at the noise-sensitive dwelling between 23:00 hours and 09:00 hours;
- iii. Wherever possible, traffic management should be designed to minimise noise disturbance.
- iv. Sound from the venue should not give rise to structural vibration detectable at any noise-sensitive dwelling."

23. Stored Equipment

The Village Hall 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 may, in its discretion in any of the following circumstances, namely-

- a) 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
- b) 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.

24. No Alterations

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 Hall Secretary. 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.

25. No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

Appendix 1

Special Conditions

These Special Conditions of Hire include provisions required to comply with the Premises Licence issued under the Licensing Act 2003.

These conditions apply to all events at which regulated entertainment or the sale of alcohol takes place and should be inserted into the Hiring Agreement where necessary.

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.

1. Hours of Opening

The premises shall not be used for licensable activities except between the hours of 09.00 a.m. and 23.45 p.m. unless special permission has been issued by Braintree District Council and by the management committee .

2. Capacity and Supervision

(a) There shall, in addition to the Hirer, be a minimum of ___* competent attendants on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be not less than ___*. All persons on duty shall have been instructed 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.

(b) The number of people on the premises shall not exceed 140 for dancing, or 140 seated.

The number of attendants on duty must be as specified in the Village Hall's Premises Licence (and not less than):

two adult attendants for up to 100 persons
three adult attendants for 100-249 persons
four adult attendants for 250-499 persons

Additional attendants are required if the audience is mostly under 16, or if there are many disabled people present.

As a guide, the Essex County Council Social Services standard recommended ratios are:-

0 to 2 years – 1 adult attendant to 3 children
2 to 3 years – 1 adult attendant to 4 children
3 to 5 years – 1 adult attendant to 8 children
5 to 8 years – 1 adult attendant to 8 children
Over 8 years – 1 adult attendant to 15 children

The Essex County Council Social Services Child Protection Policy is available for perusal upon request from the Booking Officer.

3. Age

The Hirer, not being a person under 18 years of age, 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.

4. Dangerous and unsuitable Performances

Performances involving danger to the public, or of a sexually explicit nature, shall not be given.

5. Film Shows

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

Appendix 2

Application for consent for a Temporary Event Notice to be given for an event at STISTED VILLAGE HALL

STISTED VILLAGE HALL is not licensed for the sale of alcohol.

I hereby apply to STISTED Village Hall Management Committee for consent to give to the Licensing Authority a Temporary Event Notice to hold the following licensable activities at the hall on the following date(s), during the following hours and in the following location(s):

Date(s):

Time:

Description of event:

Licensable Activities:

Location: Main Hall
 Bar Area
 Kitchen
 Entrance Hall
 Garden

I hereby undertake to comply with the provisions of the Licensing Act 2003 (and any regulations thereunder) as they relate to a Premises User holding a Temporary Event Notice (TEN) and to indemnify the management committee for any obligations thereunder. I undertake, in particular, to notify the Police Authority within the required time and not to allow the sale of alcohol to those aged under 18 or to those who are drunk or disorderly.

Signed by the person named at 1.3 (a) or 1.3 (c) of the Hiring Agreement (duly authorised on behalf of the organisation named at 1.3 (b), where applicable):

Name (in capitals): _____

Signature: _____

I hereby authorise the person named above to give a Temporary Event Notice to the Licensing Authority for the area for the event described above on the date(s), at the time(s) and in the location(s) specified above.

Signed by the person named at 1.2 (b) of the Hiring Agreement, duly authorised, on behalf of the Village Hall's Management Committee:

Name: _____
(Authorised SVHMC Representative)

Signature: _____

Appendix 3

Information sheet for all hirers

Opening and Closing the village hall

Upon completion of hiring application and payment of all deposits, access times (start and end) and contact details for the hirers booking will be notified in writing.

Please ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After midnight (unless the event is New Year's Eve) only those helping to clear up the village hall should be on the premises. Failure to comply with this will result in forfeiture of your deposit.

Safety

- The village hall has a No Smoking Policy.
- In the event of a fire, the village hall should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999.
- The exact location of the nearest telephone, fire exits and fire extinguishers (see Hall Map displayed in the Foyer of the Hall) must be noted before the village hall is occupied and the manner of opening Fire Doors should be made known to your guests. (A sketch plan showing these is shown on the following page).
- Please use the trolleys provided for moving chairs and tables in order to avoid injury. Please stack chairs and tables in the storeroom in the manner shown on the notice.
- The village hall's health and safety file (Accident Register) is lodged with the Booking Officer.
- A first aid box is located in the kitchen by the external door.

Power Circuits/Heating

The heating controls are located in the Chair Store. Do not adjust individual radiators/heaters as this will result in the village hall being too cold or hot for subsequent users. Failure to switch off heating/water heaters may result in the Special Deposit being forfeited. Other circuits are timed to turn off at 11.45pm. Please warn your guests, band or disco of this.

Hall Telephone

The village hall has no public telephone and you are therefore advised to bring a fully charged mobile telephone for use in case of emergency. However, the nearest public call box (*card operated only*) is located adjacent to The Tea Rooms in The Street, Stisted.

Car Parking

The lane leading to the village hall is a public road and this must not be obstructed. The village hall car park will accommodate a good number of cars if they are parked sensibly. Access to any neighbouring property should not be obstructed.

Consideration for Others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents.

In consideration of our near neighbours, we ask that you do not deposit bottles in the bottle bank opposite the Village Hall between the hours of 8.00 p.m. and 8.00 a.m.

Please do not use drawing pins or sellotape on the walls or other surfaces, use blu-tack if you need to put up notices or decorations. Do not fix decorations near light fittings or heaters.

Please leave the village hall clean and tidy and leave waste in the (wheelie) bin outside or take it home. In particular we ask you to ensure table tops are wiped clean before being stacked in the cupboard.

Faults/ Damage/ Comments

Please report any faults or damage to the booking secretary as soon as possible so that they can be rectified quickly. The Management Committee welcome comments or observations that you may have about your hire of the village hall.

APPENDIX 4 END OF SESSION CHECK LIST

CLEANING

Hirers not wishing to do any cleaning may make prior arrangements to have the Hall cleaned for them. This arrangement must be made at the time of booking and a charge of £75 covers this service.

- ✓ If the cooker/oven has been used, please follow cleaning instructions available in the kitchen by the notice board.
- ✓ Clean and wipe down all surfaces used, i.e. shelves, kitchen tops, tables etc.
- ✓ All recycle-able rubbish (glass and plastic bottles, cans and cardboard) MUST be removed by hirer and taken to the recycling collection point.

PLEASE NOTE: In consideration of our near neighbours, we ask that you do not deposit bottles in the bottle bank opposite the Village Hall between the hours of 8.00 p.m. and 8.00 a.m.

- ✓ Put rubbish in the black plastic bags provided then in the (wheelie) bin outside the Hall. Please ensure lid is closed on the (wheelie) bin and reline the bins in the Hall/Toilets/Kitchen areas. If the lid will not close on the (wheelie) bin, then please kindly take the excess rubbish home. (Our refuse collection day is normally a Thursday.) **So as to prevent interference by vermin, under no circumstances are rubbish sacks to be left outside of the dustbins.**
- ✓ Check that the toilets are left clean
- ✓ Sweep all floors and wipe over kitchen floor
- ✓ If food or drink is spilt on the floor, it must be washed clean. Detergents MUST NOT be used on polished floors.

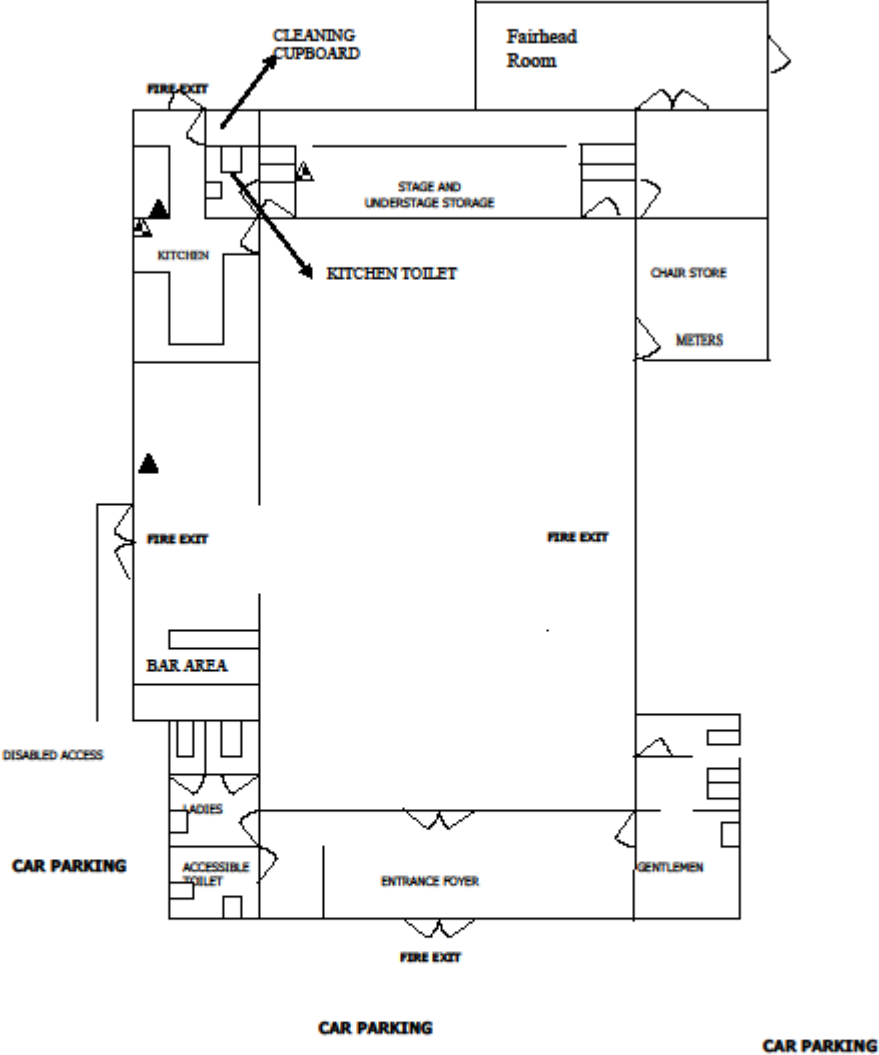
HIRERS MUST CLEAN IMMEDIATELY AFTER THEIR FUNCTION AS THE HALL MAY BE BOOKED SOON AFTER.

SAFETY

- ✓ Search for smouldering fires or cigarettes left burning, and clear waste paper. (N.B. The Hall is designated a 'No Smoking' public area.)
- ✓ Check that heaters and cookers are turned off at power sockets. (Main switches for heaters are in the Chair Store)
- ✓ Check that all electrical appliances (other than fridges) are turned off and unplugged.
- ✓ Turn out all lights not required for security purposes.
- ✓ Close all internal doors.
- ✓ Secure all outside doors and windows.

Failure to comply with any of the above will result in forfeiture of Hirers special deposit (currently £75) or, alternatively, a separate invoice being raised to cover any costs incurred by SVHMC to make the Hall available to the next Hirer.

STISTED VILLAGE HALL – FLOOR PLAN



- FIRE BLANKETS & EXTINGUISHERS**
- ▲ - Fire Blanket
 - ▲ - Fire Extinguisher

SCALE: 1CM:1M

Hall Internal Floor Area:
102 sq. metres (14.51m x 7.01m)