

# **DYFFRYN ARDUDWY & TALYBONT VILLAGE HALL**

## **HIRING AGREEMENT AND STANDARD CONDITIONS OF HIRE**

### **Definitions**

For the purpose of this agreement and the conditions of hire:

**Village Hall** means Dyffryn Ardudwy and Talybont Village Hall.

**Hirer** means an individual or organisation stated on the **booking form**.

**Premises** means the parts of the **village hall** stated on the **booking form**.

**Booking** means the contract between the **hirer** and the village hall committee.

**Period** means the times stated on the **booking form**.

**Function** means the event described on the **booking form**.

### **Hiring Agreement**

In consideration of the hire fee detailed on the **booking form**, the **village hall** committee agrees to permit the **hirer** to use the **premises** for the **function** and **period(s)** described in the **booking form**. All details inserted in the **booking form** are part of this agreement. The **booking** includes the following conditions.

#### **1. Booking Deposit**

The **hirer** shall pay a non-refundable £20 **booking deposit**, which will be deducted from the final bill.

#### **2. Start and Finish Times**

Fifteen minutes is allowed prior to and after the **period** for setting up and clearing away. In any event **functions** held must end by midnight, inclusive of cleaning up time.

#### **3. Alcohol**

The **village hall** has no licence to sell alcohol. If the **hirer** wishes to serve alcoholic drinks in or on the **premises** for free, they must ensure that their guests behave and do not cause nuisance to others. Serving alcohol to under 18s and to those obviously drunk is forbidden.

#### **4. Permitted Numbers**

The **hirer** agrees not to exceed the maximum permitted number of people:

Whole Hall 120

Committee room or small hall, 30 each

#### **5. Third Parties**

None of the agreement provisions confer any benefit pursuant to the Contracts(Right of Third Parties) Act 1999.

#### **6. Age**

The **hirer** confirms they are over 18 years of age. Organisations shall nominate such a person and name them on the **booking form**.

#### **7. Supervision**

The minimum number of supervisors is one for every twenty attendees up to a maximum of five.

The **hirer** is responsible for the following during the **period**.

- Care of the **premises** including the fabric and contents and reporting all damage to a member of the **village hall** committee.
- Behaviour of all persons using the **premises**.
- Car parking supervision.

**8. Security Deposit**

The **village hall** committee reserve the right to request additional security deposits as they see fit, held against costs of repair of damage. To be refunded within 28 days less any deduction.

**9. Use**

The use of the hall is restricted to that detailed on the **booking form**. No sub letting is allowed. No illegal activities are allowed nor any that compromise the **village hall** insurance.

**10. Licensable Activities**

The **village hall** has a Performing Rights Society Licence allowing the use of music in any form. However no other licences are held. The **hirer** must obtain any other licences required for their event and provide proof to the **village hall** committee if requested. Loud music or other noise disturbance must cease at 11pm.

**11. Public Safety**

If a fire occurs the **hirer** must ensure that:

The alarm has been sounded.

The fire brigade has been called.

The person raising the alarm is located and the extent of the fire determined.

All those on the premises are aware of the emergency.

Everyone leaves the building immediately and in an orderly fashion.

The doors are closed once everyone has left the building.

No persons remain in the building.

No persons enter the building during the emergency procedure.

Everyone proceeds to the assembly point and is accounted for.

They make themselves known to the fire officer in charge.

The **hirer** is responsible for ensuring compliance with relevant food health and hygiene regulations.

The **hirer** shall ensure any electrical equipment brought to the premises is agreed with a committee member, in good working order and complies with electrical safety regulations. Residual current circuit breakers must be used for all such equipment.

The safe operation of bouncy castles and other equipment is the responsibility of the **hirer** who shall familiarise themselves with relevant guidelines.

Under 18s are not permitted unsupervised in the kitchen.

**12. Insurance and Indemnity**

The **hirer** shall indemnify the Trustees of the **village hall**, their employees volunteers, agents and invitees against:

the cost of repair of the premises including contents and curtilage from damage during the period.

all actions, claims and costs of proceedings arising from any breach of this agreement.

all claims in respect of damages, including damage for 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**.

**13. Accidents**

The **hirer** shall report all accidents involving injury to the a member of the **village hall** committee.

**14. Explosives and Flammable Substances**

The **hirer** shall ensure no such substances are brought into the **village hall**.

No additional sources of heating and no decorations of a flammable nature are to be used without the express permission of the **village hall** committee.

**15. Animals**

No animals are allowed except assistance animals unless agreed with the **village hall**



committee.

**16. Children and Vulnerable Adults**

The **hirer** shall ensure that all relevant legislation is adhered to. Child protection policy is the responsibility of the **hirer**.

**17. Sale of Goods**

The **hirer** and attendees shall comply with all relevant legislation if selling on the **premises**.

**18. Film Shows**

**Hirers** shall secure the necessary licence to allow public broadcast of films and adhere to any age classification restrictions.

**19. Internet**

The **village hall** internet is not subject to parental controls and the **hirer** shall be responsible for ensuring children are supervised.

**20. Cancellation**

Should a **hirer** cancel a **booking** the **village hall** committee reserve the right to retain the **booking** deposit. The security deposit will be refunded within 28 days.

The **village hall** will ordinarily ensure that all bookings proceed. Where this is not possible the **booking** deposit and security deposit will be refunded within 28 days. The **village hall** shall not be liable to the **hirer** for any resulting direct or indirect loss or damage whatsoever.

**21. Clearing Up**

The **hirer** shall be responsible for leaving the **premises** in a clean and tidy condition. The **hirer** shall ensure:

Lights are OFF.

Heating thermostats are returned to 11C.

Fixtures and fittings are put back in place.

Doors are locked.

**22. Noise**

The **hirer** shall take reasonable steps to ensure noise disturbance to neighbours is kept to a minimum.

**23. Equipment**

The **village hall** shall not be liable for any stored equipment or property brought onto or left on the **premises**. All liability for loss or damage is hereby excluded. All equipment must be removed at the end of each **period** unless agreed with the **village hall** committee.

**24. Decoration and Alteration**

No decoration or alteration of the **premises** is allowed without the express permission of the **village hall** committee. In particular the following are banned:

Blu Tac

Adhesive Tape

Drawing Pins

**25. Rights**

This agreement confers no tenancy or other right of occupation on the **hirer**,

**26. Enquiries and Complaints**

Any enquiries or complaints should be brought to the attention of the **village hall** committee. If the matter remains unresolved it will be dealt with by the Trustees of the **village hall**.

**27. Acceptance**

These terms of conditions shall be made available to the **hirer** at the time of **booking**. By proceeding with the **booking** the **hirer** is determined to have accepted these terms and conditions.