



HIRE AGREEMENT FOR ELLINGHAM VILLAGE HALL

January 2025

By proceeding with your booking you are deemed to have read, understood and accepted the following terms and conditions of hire.

Terms and Conditions of Hire

Agreement with the Trustees of Ellingham Village Hall ('the Hall') for the hire of Ellingham Village Hall or any part thereof ('the Premises') are subject to these Terms and Conditions of Hire ('the Hire Conditions').

Supervision by the Hirer

The Hirer must be present, or must arrange for adult representatives to be present, throughout the period of hire. The Hirer is responsible for health and safety of attendees during the period of hire.

Responsibility of the Hirer

The Hirer is responsible during the period of hire for:

- Complying with the guides provided for the use of the Hall.
- Ensuring that the Premises are kept secure for the duration of hire.
- Supervising the use of the Premises and the care of its fabric and contents.
- Ensuring that the Premises (including foyer, kitchen, kitchen appliances and toilets) are left 'as found' in clean and tidy condition with rubbish removed from the site.
- Ensuring that all equipment has been returned to the storage area safely. The Premises must be cleared of people, all lights switched off, and the building secured.
- Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard.
- Ensuring that any equipment or electrical appliances brought onto the Premises and used there are certified safe and in good working order, and used in a safe manner.
- Ensuring that no animals or birds, except assistance dogs, are brought into the building, without written permission of the Hall.
- Ensuring that NO animals or children enter the kitchen at any time whatsoever.
- Ensuring that no barbecues, LPG appliances or highly flammable substances are brought onto the Premises.
- Ensuring that they and their attendees recognise the fact that the Premises are situated in a residential neighbourhood and conduct themselves accordingly.

Cancellation

Notice is required as soon as possible. A charge may be made depending on type of event.

Payment terms

Payment is in advance unless otherwise specified on your invoice.

Deposit

A deposit may be required in advance of your event. If the hall is not left clean and tidy, according to Terms and Conditions, deductions will be made before the deposit is returned.

Fire Regulations

The Hirer shall:

- Ensure that the 'Emergency Exit' signs are kept illuminated.
- Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to the Hall.
- Ensure that fire exits and Evacuation Meeting Place are indicated to all people attending the event.
- Ensure that all fire exits are kept clear at all times and any equipment, e.g. piano, positioned close to an exit is moved rapidly to clear exits in the event of an emergency.
- Ensure that the hall entrances are not blocked with items such as buggies, wheelchairs or mobile scooters.

The Evacuation Meeting Place is at the corner of the Car Park furthest away from the entrance to the Hall. No person may re-enter the Hall without the permission of the Fire Brigade.

Use of Premises

The Hirer shall not:

- Sub-let or use the Premises for any purpose other than that described in their Booking Application.
- Use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way.

- Do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies.
- Allow the use of drugs on the Premises
- Allow smoking in the Premises or in the vicinity of the entrances.

Car Parking

Vehicles are parked at owners' risk, and may be parked only in the marked spaces.

Alcohol

The Hirer is responsible for:

- Acquiring an alcohol licence (for approval by the Trustees of the Hall in advance of the event) if alcohol is to be served or sold.
- Ensuring that Alcohol is not served to any person under the age of 18 years.
- Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure.

The Hirer shall ensure that the users:

- Do not contravene the law relating to gaming, betting, and lotteries.
- Comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.

A breach of this condition may lead to prosecution by the local authority.

Safeguarding

The Hirer agrees to read and comply by the Hall's Safeguarding Policy with regard to children and vulnerable people and to be responsible for ensuring compliance by others at the event.

Indemnity

The Hirer shall indemnify and keep indemnified each of the Trustees of the Hall and their employees, volunteers, agents and invitees against:

- The cost of repair of any damage done to any part of the Premises or the contents of the Premises.

- Against all actions, claims, and costs of proceedings arising from any breach of the Hall Conditions.
- 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.

As directed by the Village Hall, 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.

Insurance

The Hirer is responsible for ensuring that any catering company or operator hired to bring equipment, such as play equipment, onto the Premises has relevant and appropriate insurance, which shall include public liability insurance.

Commercial hirers must provide Public Liability insurance (£5,000,000 minimum indemnity).

Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to an authorised representative of the Hall as soon as possible, and complete the relevant section in the Hall's Accident Book. The hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called.

Any failure of equipment, either that belonging to the Hall, or brought in by the Hirer must also be reported as soon as possible.

Stored equipment

The Hall accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The Hall may dispose of any such items after 7 days.

No alterations

Decorations must be discussed beforehand and hirers agree to make good any marks.

No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the Hall.

Interruption of Regular Bookings

If a Hirer is a regular user, the Hall reserves the right to cancel all, or part of, certain bookings in favour of one-off bookings. Alternative dates will be rearranged free of charge to the Hirer.

Cancellation by the Village Hall

The Village Hall reserves the right to cancel a hiring by written notice to the Hirer in the event of a national emergency, or force majeure that requires the Premises to be closed, or the Premises being required as a Polling Station for a Parliamentary or Local Government election or by-election or referendum or if the Hall reasonably considers that:

- such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
- the Premises have become unfit for the use intended by the Hirer

In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the Hall shall not be liable for any resulting direct or indirect loss or damages whatsoever.

Acceptance

This Hire Agreement has been made available to the Hirer at the time of booking.

By proceeding with the booking the Hirer is deemed to have accepted these terms and conditions.

Date adopted by Ellingham Village Hall Committee:

Date last reviewed:

Hirer

Name:

Signature:

Date: