

# **Belstone Village Hall : Hire Agreement**

Belstone, Okehampton, Devon, EX20 1RB

## **Date this form is completed:**

### **Parties:**

- (1) The Village Hall named in clause 1.2 acting by its management committee (“Village Hall”)
- (2) The person or organisation named in clause 1.3 (“Hirer”).

### **Agreed as follows:**

1. In consideration of the fee described in clause 1.4, the Village Hall agrees to permit the Hirer to use the premises described in clause 1.5 for the purpose described in clause 1.6 for the period(s) described in clause 1.1. The answers to the questions in clauses 1.7 and 1.8 are terms of this agreement.

- 1.1 Date(s) required: \_\_\_\_\_
- a) Time required (Hours) from \_\_\_\_\_ to \_\_\_\_\_
  - b) Preparation time needed (this is in addition to time at a) above) \_\_\_\_\_
  - c) Clearing up time needed (this is in addition to time at a) above) \_\_\_\_\_

- 1.2 Village Hall:
- (a) Registered Charity Number 300761
  - (b) Authorised Representative: Edwina Hill (Manager & Booking Clerk)  
Andrews Corner, Belstone, EX20 1RD. Telephone Number: 01837 840332  
email: edwinarobinhill@btinternet.com

- 1.3 Hirer:
- (a) Name \_\_\_\_\_
  - (b) Organisation (if applicable) \_\_\_\_\_
  - (c) Name of Organisation’s Authorised Representative: \_\_\_\_\_
- Note: Person(s) signing must be 18 years of age or over.  
Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ (Home) \_\_\_\_\_ (Work/mobile)  
email: \_\_\_\_\_

- 1.4 Hiring Fee: £\_\_\_\_\_ (please make cheques payable to ‘Belstone Village Hall’)  
If this is an overnight hire (for a maximum of 35 people) a separate returnable deposit of £50 will be required. If paying by BACS Transfer please send to: *Lloyds TSB Okehampton Branch, Account No 00763671, Sort Code 30-96-23*

- 1.5 Premises: Whole Hall (excluding upstairs, which is not for hire) \_\_\_\_\_  
or Part of Hall (Main Hall/Meeting Room/Kitchen/Bar: please specify) \_\_\_\_\_

- 1.6 Purpose of Hiring: \_\_\_\_\_  
Will this event be PUBLIC or PRIVATE or COMMERCIAL?

(continues over)

1.7 Will your event require music? YES *or* NO  
Will the music be LIVE *or* RECORDED?

1.8 Is alcohol to be provided at the event(s)? YES *or* NO  
Will alcohol be for sale? YES *or* NO  
If YES, see Standard Condition 3.  
Is a Temporary Event Notice (T.E.N.) being applied for  
from West Devon Borough Council? YES *or* NO

2. The Hirer (or his authorised representative) agrees with the Village Hall to be present during the hiring and to perform the provisions and stipulations contained in the Village Hall's Standard Conditions of Hire for the time being in force (attached) (an understanding of which the Hirer acknowledges) together with the Special Conditions (if any) set out in the Schedule overleaf.

3. It is hereby agreed that the Standard Conditions of Hire together with any Special Conditions of Hire attached hereto shall form part of the terms of the Hiring Agreement unless specifically excluded.

4. The Hirer (or his authorised representative) has read and understood the Belstone Village Hall Fire Routine (included on the Information Sheet and prominently displayed throughout the Hall).

5. None of the provisions of this Agreement are intended 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.

**As Witness** the hands of the parties hereto:

Signed by the person named at 1.3(a) or (c) above :

Signed by the person named at 1.2(b) above, duly authorised, on behalf of the Village Hall:

# **Belstone Village Hall**

## **Schedule of Standard Conditions of Hire**

**This information can be supplied in larger type: please ask.**

**These standard conditions apply to all hiring of the 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. The upstairs area is out of bounds and not for hire.

### **3. Licences**

The Hirer shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor.

The Village Hall is licensed for the public performance of plays, films, live and recorded music.

### **4. 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.

### **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, Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays. Fire Doors must be kept shut except in an emergency.

The Hirer accepts that there are some limitations on the use of the Hall by disabled persons, specifically that the stage area and the fire exit from the kitchen are not wheelchair-accessible.

### **6. Health and Hygiene**

The Hirer shall if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations. Any person cooking food in the kitchen shall hold the Foundation Certificate in Food Hygiene; the Hirer is responsible for ensuring that this clause is fulfilled.

### **7. Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner.

## **8. Indemnity**

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 and (b) all claims 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.

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

## **9. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury as soon as possible to a member of the Village Hall Management Committee and complete the relevant section in the Village Hall's accident book (stored in the First Aid Box in the kitchens). Any failure of equipment either 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.

## **10. Animals**

No animals whatsoever are to enter the kitchen at any time.

## **11. Compliance with The Children Act 2004**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 2004 and that only fit and proper persons have access to the children.

## **12. Village Hall Policies**

The Village Hall has written policies on *Safeguarding Children and Vulnerable Adults* (see 11 above) and the *Acceptable Use of the WiFi Facility*, both of which may be viewed on the village website [www.belstonevillage.net](http://www.belstonevillage.net). They may also be viewed in hard copy in the Village Hall, along with the *Procedure for 'Notification of Dissatisfaction'* and the *Routine if You Discover a Fire* (see Information Sheet below)

## **13. Fly Posting**

The Hirer shall not carry out or permit fly posting or any other form of 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.

## **14. 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.

## **15. 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 Management Committee.

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 bye-election
- (b) the Village Hall Management Committee reasonably considering that (i) such hiring would 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.

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

**16. End of Hire**

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

**17. Noise**

The Hirer shall ensure that the minimum of noise is made before, during and after the period of hiring. The Hirer is responsible for ensuring that the noise level of the function is such that it does not cause interference with other activities within the building or inconvenience for occupiers of nearby premises. All Fire Doors must be kept shut except in an emergency.

**18. 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, at 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;

charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

**19. 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. 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 and become the property of the Village Hall or be removed by the Hirer who must make good to the satisfaction of the Hall any damage caused to the premises by such removal.

**20. No rights**

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

# **Belstone Village Hall : Information Sheet**

## **Safety and Fire Routine**

The exact location of the Fire Exits, Fire Alarm Panels and Fire Extinguishers must be noted before the Hall is occupied and the manner of opening Fire Doors should be made known to your guests. Diagrams of locations and exit routes are posted throughout the Hall. Fire Doors must be kept shut except in an emergency. During the period of hire all exits must be kept clear and the emergency exit signs must be lit. In the event of a fire, the Hall should be evacuated in an orderly manner using all appropriate exits, closing all doors behind you and mustering all guests in the car park opposite. Call the Fire Brigade by dialling 999. The nearest public telephone is in the centre of the village. Only re-enter the premises if the Authorities have confirmed it is safe to do so. Details of the incident shall be given to the Secretary of the Hall Management Committee or to the Booking Clerk. If a fire alarm is set off by a deliberate act of mischief then the Fire Brigade call-out fee will be charged to the hirer.

Smoking is not permitted anywhere on the premises. Smoke machines are not permitted as detectors are fitted throughout the building.

No decorations of a combustible nature (eg candles, polystyrene, tissue) shall be used in the Hall without the consent of the Management Committee.

There is a small first aid box in the kitchen, also a Report Book in which you may record any comments on the Hall, any breakages or other items to be brought to the attention of the Management Committee.

Maximum permitted capacity of the Hall is 200, or 150 if seated.

## **Opening Hours**

The Hall is licensed for use until 12 midnight (Monday to Thursday), 1.00am (Friday and Saturday) and 11.45 pm (Sunday); these are the latest times by which the Hall must be vacated and dark. Music should finish one hour before the above vacation times.

## **Heating**

The Hall is warmed by off-peak storage heaters; their settings must not be altered in any way, and guests should be warned that they may become very hot. Additional heating is available in the Main Hall by radiant ceiling heaters operated by switches in the PO Store, and in the Meeting Room by a convection heater booster operated by wall switch. Please turn the overhead heaters off when they are no longer needed, and check that they are off at the end of your event. No unauthorised heating devices are to be used in the Hall.

## **Hall Assets**

The Hall has 120 plastic chairs, 25 upholstered armchairs, 10 medium rigid tables, 10 long folding tables and 10 small folding tables. The kitchen contains two domestic electric cookers, fridge/freezer, dishwasher, microwave, toaster, c.90 dinner plates plus numerous unmatched ones, c.90 bowls, c.90 mugs, c.80 cups, saucers and tea-plates; metal cutlery; a Burco 20 litre hot water dispenser, two large capacity urns and electric kettles.

Stage lighting may be available through the Belstone Players – please ask for contact details.

The Hall is fitted with a Hearing Aid Induction Loop: if you wish to use this for your event please advise the Booking Clerk.

The Hall is Wi-Fi enabled.

A digital projector, laptop, photo scanner and printer are all available. If you wish to hire any of this equipment please advise the Booking Clerk.

## **Car Parking**

The lane in front of the Hall is a public through road and must not be obstructed. The car park opposite will accommodate a good number of cars if they are parked sensibly. No vehicle may be in the Hall grounds except for loading or unloading.

## **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.

Please leave the Hall clean and tidy, as you would wish to find it. Rigid tables may be put on the stage; folding tables are to be replaced flat in the store room. Stack blue chairs in the store room (there is a chair trolley), leave the red armchairs in the Meeting Room.

Any comment or observation that you may have regarding your hire should be addressed to the Hall Management Committee.

**We Wish You A Happy And Successful Event.**