

BENINGTON VILLAGE HALL - HIRING AGREEMENT

Main Hall and/or Poppy Room

1. Introduction

This Agreement is for the periodic hire of all or part of Benington Village Hall, 3, Walkern Road, Benington, Stevenage, Hertfordshire SG2 7LN to named user bodies (including church bodies) organisations, clubs, groups or individuals (“the Hirer”). It designates the parties to the Agreement, provides for their respective rights and obligations and gives certain other relevant information relevant to the hiring which may be varied or adapted from time to time by the Proprietor.

The Hall comprises two distinct areas, the larger Main Hall and the smaller Poppy Room (each to be hired separately). Hire of an area (“the Hired Premises”) includes the right to utilise in common with others, on the day of hire only, the general areas pertaining to the Hired Premises, i.e. the room(s) being hired, their relevant foyer, the toilet(s), the kitchen and its equipment and utensils (but not the foodstuffs). It includes the use, in common with all other hirers, of the designated parking areas and patio area, along with the approach road off Walkern Road. Lighting, heating and room cleaning are included in the hire charge.

Hirers who are making use of the Hall in common with others are required to do so co-operatively and with due consideration for others. Failure to do so will affect any further use of the Hall by those concerned.

Certain supplementary information/guidance about the Hall and its usage is given in Appendix 1 and, in so far as it places an obligation on the Hirer, shall be as binding upon the Hirer as the General Conditions of Hire appearing below.

2. General Conditions of Hire

These standard conditions apply to all hirings of Benington Village Hall (“the Hall”). If the Hirer is in any doubt as to the meaning of the following, the Bookings Secretary or the Chairperson of the Benington Hall Management Committee (“Hall Chairperson”) should immediately be consulted.

3. Age

The Hirer, not being a person under 18 years of age, accepts responsibility for being in charge of all parts of the Hall being hired on his/her own behalf and that of any organisation on whose behalf this hiring is made, and for ensuring that all conditions of this Agreement relating to management and supervision of the Hall are met.

4. Supervision

The Hirer, during the period of the hiring, shall be responsible for: supervision of the Hired 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 Hired Premises whatever their capacity, including proper supervision of car parking arrangements so as to

avoid parking accidents or obstruction of the highway. As directed by the Hall Chairperson or Hall Secretary, the Hirer shall make good and pay for all loss or damage (including accidental loss or damage) to the Hall or of the fixtures, fittings or contents, arising in the course or in consequence of such supervision .

5. Use of the Hired Premises

The Hirer shall not use the Hired Premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the Hired Premises or allow them to be used for any unlawful purpose or in any unlawful way nor do anything or bring into the Hall anything which may endanger the Hall or render invalid any insurance policies in respect thereof.

6. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the Hired Premises in contravention of the Gambling Act 2005 (which identifies the types of gambling that require to be licenced and those which are exempted). In cases of uncertainty the Hirer shall seek clarification from the Hall Secretary.

7. Licensable Activities

The Hirer shall ensure that the Hall holds a Performing Right Society Licence which permits the use of copyright music in any form, e.g. record, compact disc, tape, radio, television or by performers in person, as necessary for the compliant use of such media in the Hired Premises where he intends the use of such media. If other licences are required in respect of any other activity that the Hirer proposes to carry out in the Hired Premises the Hirer shall ensure that they hold the relevant licence or the Hall holds it.

The Hall has no licence for the sale of alcohol on the premises and the Hirer may not allow the sale of alcohol thereon without written permission from an authorised officer of the Hall who may require to have sight of any licence granted by Magistrates to the Hirer.

8. Alcoholic Drinks and Drugs

The Hirer shall ensure that no alcoholic drinks are brought to or consumed in the Hall by attendees under their supervision except to the extent explicitly authorised by the Hall management committee on a case by case basis. The Hirer shall be responsible for obtaining any drinks licence where alcoholic drinks are permitted to be sold in the Hall under their supervision or where such drinks are to be included within the price of admission. The Hirer shall be responsible for ensuring that there will be no excessive consumption of alcohol by such attendees and shall prevent any drunk and disorderly behaviour or behaviour likely to cause disturbance to neighbours or co-users of the Hall.

No illegal drugs may be brought into the Hall or its curtilage, and the Hirer shall cause any person appearing drunk or under the influence of illegal drugs or behaving in a violent or disorderly way to leave the Hall forthwith.

9. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the Hired premises by the Local Authority, the Licensing Authority, the Hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated

entertainment, at which alcohol is provided, or which is attended by children. The Hirer shall also comply with the Hall's health and safety policy.

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

- The action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the Hall.
- The location and use of fire equipment.
- Escape routes and 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.

10.Means of Escape

(a) All means of exit from the Hall must be kept free from obstruction and immediately available for instant free public exit.

(b) The emergency light supply illuminating all exit signs and routes must be turned on during the whole time that any part of the Hall is occupied.

11.Outbreaks of Fire

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

12.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 Hired Premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The Kitchen area is provided with a refrigerator and a thermometer.

13.Electrical Appliance Safety

The Hirer shall ensure that any electrical appliance brought by them to the Hall 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.

14.Insurance and Indemnity

(a) The Hirer shall be liable for:

- (i) The cost of repair and any damage (including accidental and malicious damage) caused by them or any member(s) of their organisation to any part of the Hall including the curtilage thereof or the contents of the Hall; and
- (ii) All claims, damages, losses and costs made against or incurred by the Hall Management Committee, their employees, volunteers, agents and invitees

in respect of damage or loss of property or injury to persons arising as a result of the use of the Hall or any part thereof (including storage of equipment) by the Hirer or any member of their organisation, and

(iii) All claims, losses, damages and costs made against or incurred by the Hall Management Committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the Hall or any part thereof by the Hirer or any member(s) of their organisation. Subject to sub-clause (b) below the Hirer shall indemnify and keep indemnified accordingly each member of the Hall management committee and their employees, volunteers, agents and invitees against such liabilities.

(b) The Hall Management Committee shall take out adequate insurance, including but not limited to Public Liability Insurance, to insure the liabilities described in sub-clause (a) (i) above and may, at its discretion (in particular but not limited to the case of non-commercial hirers) also insure the liabilities described in sub-clauses (a) (ii) and (iii) above. Although the Hall Management Committee may be entitled to claim on its insurance for any liability of the Hirer hereunder, the Hirer shall indemnify and keep indemnified each member of the Hall Management Committee and the Hall's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy. Nothing herein shall disentitle the Hall's insurance from any subrogation rights it may have against the Hirer.

(c) Where the Hall Management Committee does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take out adequate insurance with a reputable insurance company, including but not limited to Public Liability Insurance, in an amount and in terms acceptable to the said Committee in order to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Chairperson. Failure to produce such policy and evidence of cover shall (without prejudice to the said Committee's other rights and remedies) render the hiring void and enable the Hall Management Committee to re-hire the Hired premises to another hirer.

(d) The Hall Management Committee shall have no liability to the Hirer or any member(s) of their organisation for any loss or damage which is not notified in writing to the Hall within 7 calendar days of its occurrence.

The Hall is insured against any claims arising from its own negligence.

15. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Hall management committee as soon as possible and complete the relevant section of the Hall's accident book. Any failure of equipment provided by the 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, upon request, give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

16. Explosives and Flammable Substances

The Hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of, the Hall and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Hall Management Committee. No decorations are to be put up near light fittings or heaters.

17. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used in the Hall or in its precincts when open to the public without the consent of the Hall Management Committee. Portable Liquefied Propane Gas (LPG) appliances shall not be used.

18. Dangerous and Unsuitable Performances

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

19. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Hall or its curtilage, other than for a special event agreed to by the Hall. No animals whatsoever are to enter the kitchen at any time.

20. Compliance with The Children Act 1989; Vulnerable Adults

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons who have passed the Criminal Records Bureau checks have access to children. Checks may also apply where children are over eight or vulnerable adults are taking part in activities. The Hirer shall provide the Hall Management Committee on request with a copy of their CRB check and Child Protection Policy.

21. Fly Posting

The Hirer shall not carry out or permit fly posting or any other advertisements for any event taking place in the Hall without the prior permission of the Hall Management Committee who reserve the right to remove such material at any time.

22. Sale of Goods

The Hirer shall, if selling goods in the Hired Premises, comply with Fair Trading laws and any code of practice in force in connection with such sales. In particular, the Hirer shall ensure that the total prices of all the goods and services are prominently displayed, along with the organiser's name and address, and that any discounts offered are based only on Manufacturers' Recommended Retail Prices. Further detail may be found in **Village Hall Information Sheet 34, Sale of Goods**.

23. Cancellation

If the Hirer wishes to cancel a regular booking less than thirty days before the date of the event then the whole fee for that booking may be claimed (or retained if already paid) by the Hall Management Committee unless it elects, at its sole discretion, to waive the

liability due to special circumstances. Any return of deposits for cancellations of individual bookings shall be at the sole discretion of the Hall Management Committee.

Moreover, the Hall Management Committee reserves the right to cancel a hiring by written notice to the Hirer in the event of:

- (a) The Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election; or
- (b) The 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 and unsuitable activities will take place at the Hall as a result of such hiring, or (iii) that the conduct of any hiring is likely to prejudice the Hall's policies of insurance in whole or in part; or
- (c) The Hired Premises or the Hall generally becoming unfit for use intended by the Hirer; or
- (d) An emergency requiring use of the Hall as a shelter for the victims of flooding, snowstorm, fire or explosion or for 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 Hall Management Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

24. End of Hire

The Hirer shall be responsible for leaving the Hired Premises and surrounding area, as well as its contents, 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 Hall Management Committee shall be at liberty to make an additional charge.

25. 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, ensure that it is used so as not to cause disturbance to neighbours or co-users of the Hall and comply with any other licensing provisions in relation to the Hall.

26. Stored Equipment and Property

The Hall Management Committee accepts no responsibility for any stored equipment or other property brought into or left at the Hall or its curtilage. All such equipment or property remains at all times at the Hirer's risk and all liability of the Hall Management Committee for loss or damage relating thereto is hereby excluded. All equipment or 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 Hall may use its discretion in any of the following circumstances:

- (a) Failure by the Hirer to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) Failure by the Hirer to dispose of any property brought into the Hall or its curtilage for the purposes of the hiring. This may result in the Hall Management Committee

disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer for any costs in storing and selling or otherwise disposing of the same.

27.No Alterations

No alterations or additions may be made to any part of the Hall nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the Hall without the prior written approval of the Hall Chairperson. Any alteration, fixture or fitting or attachment so approved shall be at the discretion of the Hall Management Committee remain in place at the end of the hiring. It will become the property of the Hall Management Committee unless removed by the Hirer who must make good to the satisfaction of the Hall Management Committee, or indemnify the said Committee for the cost of rectifying any damage caused by its removal.

28.No Rights

This Hiring Agreement constitutes permission only to use the Hired Premises and confers no tenancy or other right of occupation upon the Hirer.

APPENDIX 1 - INFORMATION AND GUIDANCE

Names and Contact Details of Hall Contacts:

Hall Chairperson: Jenny Cobb, 14, Hebing End, Benington, SG2 7DD Tel 01438 869348

In Hall Chairperson's Absence: Rita Plumb, 36 Walkern Road, Benington SG2 7LP Tel 01438 869731 or Harry Bott, Garratts Farm, Benington SG2 7LA Tel 01438 869633

Hall Secretary: Colin Bailey, 1, Sacombe Mews, Stevenage SG2 8SB Tel 01438 817445

Bookings Officer: Jenny Ferrar, Tel 01438 869281

Licensable Activities:

The Hall is licensed for the performance of plays, indoor sporting events, the performance of live and recorded music, the playing of recorded music, making music and dancing.

Keys - Availability, Return

Regular local Hirers each retain a main key which gives access to both meeting rooms. Other Hirers will draw a key from the Bookings Officer to whom it is to be returned as soon as the hire period ends.

Who will open the Hall for your hire period?

Hirers other than key holders will be issued their key by the Bookings Officer. For certain major functions the Bookings Officer will open the Hall by prior arrangement and attend at the end of the function to ensure that the Hall and its contents will be left in an acceptable condition.

Hall maximum capacity - Main Hall and Poppy Room

Main Room 80 persons, Poppy Room 30 persons.

Vacating after Hire Period

Hired Areas must be promptly vacated at the end of the booked hiring period.

- The Hired Premises and their furniture and contents must be left in the same condition as they were in when first occupied by the Hirer. Room Cleaning equipment is located in the cupboard in the Poppy Room foyer.
- All items removed from their original position must be put back in place. Kitchen crockery and utensils must be washed, dried and replaced, and all waste left in the bins provided.
- All litter must be swept up and placed in the appropriate bin.
- The Accident Book must, where appropriate, be filled in.
- Lights and other electrical equipment (including radiators) must be switched off.
- All doors must be locked.
- The key must be returned to the Bookings Officer forthwith.

Safety

Smoking is prohibited in the Hall.

A plan showing the location of fire exits and fire extinguishers is provided on Hall notice boards. Handling instructions are posted up next to the fire extinguishers.

Heating periods

The Hall is heated by electrical convector heaters. These can be switched on at need if not already on, but must be switched off when vacating.

Hall emergency telephone number

01438 869996, phone located in the Poppy Room.

Hirer mobile phone number

Hirers are asked to provide a mobile phone number to the Bookings Officer. Their phone should be kept with them while in the Hall.

Car parking and overflow parking

The area immediately behind the Hall, as well as the signed area to the right, are the Hall's main parking areas. Car parking is unattended and at owners' risk. On special occasions the gate at the far end of the car park will be opened to afford parking in the neighbouring field.

Waste disposal

Waste bins are provided to the rear of the Hall and can be accessed through the kitchen's external door.

First Aid box location; Accident Book

A First Aid box is provided in the kitchen. With it is an Accident Book. All accidents, without exception, occurring to members of the Hirer's user group are to be reported by the Hirer in the Accident Book.

Damage, Breakage and Hazard Reporting

The Hirer is responsible for reporting to the Booking Officer all damage done to the Hired Area during their period of hire. They must also report all breakages made by their user group, whether accidental or otherwise. If the Hirer becomes aware of a possible safety hazard relating to any part of the Hall, the Booking Officer is to be informed so that it can be rectified at the first opportunity.

Variations

The Hall Management Committee reserves the right to amend these provisions from time to time. Any amendments will be posted up as appropriate in the Hall.