

COLTON VILLAGE HALL
HIRING AGREEMENT

THIS AGREEMENT is made on today's date (1) between the COMMITTEE (2) and the HIRER (3) named below whereby in consideration of the sum(s) mentioned (4):

A THE COMMITTEE agrees to permit the HIRER to use the premises (5) for the purpose (6) and for the period(s) all described below, viz.:

- | | |
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| <p>1. Today's Date _____</p> <p>2. Colton Village Hall Committee of Management</p> <p style="margin-left: 20px;">a) Authorised representative: Mrs. Ann Martin</p> <p style="margin-left: 40px;">4, Williscroft Place, Bellamour Way, Colton,</p> <p style="margin-left: 40px;">Rugeley, Staffordshire. WS15 3LN</p> <p style="margin-left: 40px;">Tel. No. (01889) 576666</p> <p>4. Hiring Fee:£.....</p> <p style="margin-left: 20px;">Less 50% deposit.....£.....</p> <p style="margin-left: 20px;">Balance.....£.....</p> <p style="margin-left: 20px;">Payable on or before the start of the event for which the premises is hired (the deposit having been paid on the signing thereof).</p> <p>5. Premises: (tick box below)</p> <ul style="list-style-type: none"> <input type="radio"/> Whole of Village Hall <input type="radio"/> Committee Room <input type="radio"/> Whole of Village Hall & field <input type="radio"/> Field <p>7. Period of Hiring:</p> | <p>3(a) Hiring Organisation (if applicable) _____</p> <p>(b) Organisation's authorised representative or individual hirer:</p> <p>Name _____</p> <p>Address _____</p> <p>_____</p> <p>Tel. No. _____</p> <p>Special Deposit £_____ (for non residents of Colton) This deposit will be refunded within 28 days of termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents during the period of hiring as a result of hiring.</p> <p>6 Purpose of Hiring: Private / Public*</p> <p style="margin-left: 20px;">*delete as appropriate</p> <p>Note:- The childrens Play area is open to the public and may be used by them during the period of your hire. Any children in your party are also welcome to use it.</p> |
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		time	day	month	year		time	day	month	year
Hire Period	from					to				

B THE HIRER being over 18 years of age agrees with the Committee to be present during the hiring and to perform the provisions and stipulations contained or referred to in the Committee's 'Standard Conditions of Hire' for the time being in force as annexed hereto (an understanding of which the Hirer acknowledges) together with the special conditions set out in the Schedule overleaf.

It is hereby agreed that the standard Conditions of Hire attached hereto together with any Special Conditions of Hire contained in the schedule overleaf shall form part of the terms of the Hiring Agreement unless specifically excluded.

C SCHEDULE OF SPECIAL CONDITIONS (to be attached if required)

AS WITNESS the hands of the parties hereto:

SIGNED by the person named at 2(a) above
**on behalf of The Colton Village Hall
Committee of Management:**

SIGNED by the person named at 3(b) above (on
**behalf of the organisation named at 3(a) above,
where applicable):**

I declare that the information given in this agreement is correct to the best of my knowledge and I acknowledge that any misstatement or misrepresentation will invalidate the agreement.

VILLAGE HALL AT COLTON
STANDARD CONDITIONS OF HIRE

(If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary should immediately be consulted.)

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

1. Supervision

THE HIRER will, 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 obstructing the highway.

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 alcoholic liquor thereon without written permission including a licence from the court.

3. Licences

THE HIRER shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor and from the Performing Right Society, from Phonographic Performance Ltd. or otherwise and for the observance of the same.

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, the 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.

6. Health and Hygiene

THE HIRER shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

7. Electrical Appliance Safety

THE HIRER shall ensure that any electrical appliance brought by him 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 the committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

The HIRER shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organization if acting as a representative) whilst using the Village Hall. (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 to the public to a member of the Committee of Management as soon as possible. Any failure of equipment either that belonging to 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 give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

10. Animals

THE HIRER shall ensure that no animals (including birds) except guide dogs are brought into the hall, other than for special events agreed to by the Committee. And no animals whatsoever are to enter the kitchen at any time.

11. Compliance With The Childrens Act

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 have access to the children.

12. 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 Hall, and shall indemnify the 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.

13. 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 Price.

14. Cancellation by the Hirer

IF THE HIRER wishes to cancel the booking within 14 days of the date of the event, the deposit could be forfeited.

15. Cancellation by the Committee

THE COMMITTEE reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election, in which case the HIRER shall be entitled to a refund of any deposit already paid.

16. Unfit for Use

In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired, the committee shall not be liable to the HIRER for any resulting loss or damage whatsoever.

17. First Aid

THE HIRER shall be responsible for the contents of the first aid box and ensure that all accidents are properly recorded in the accident book (which is kept in the first aid box). The Key to the first aid box is included with the other keys provided at the start of the hire.

18. Refusal of Booking

THE COMMITTEE reserves the right to refuse a booking without notice or to cancel this hiring agreement at anytime either before or during the term of the agreement upon giving 7 days notice in writing to the hirer.

THE HIRER shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the hirer to the Committee. The Committee shall not be liable to make any further payments to the hirer.

19. End of Hire

THE HIRER shall be responsible for leaving the premises including the barrier properly locked and secure and the surrounds in a clean and tidy condition, unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the committee shall be at liberty to make an additional charge.

20. Noise

THE HIRER shall ensure that the minimum of noise is made on arrival and departure and during the event so as not to cause annoyance to the local inhabitants

Special Conditions of Hire to comply with the Public Entertainment's Licence issued under the Local Government (Miscellaneous Provisions) Act 1982/Stage Play Licence issued under the Theatres Act, 1968

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

1. The hirer hereby acknowledges the conditions of the Community entertainment for the premises that is displayed on the notice board inside the lobby to the village Hall.
2. 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 Public Entertainment/Stage Play Licence relating to management and supervision of the premises are met.
3. The hirer acknowledges that she/he has 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
 - * 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
4. In advance of the 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 will illuminate
 - * that there are no obvious fire hazards on the premises
5. There shall, in addition to the hirer, be a minimum of []¹ 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 not be less than []². 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.

Capacity

6. The number of people on the premises shall not exceed for dancing, or seated the number permitted under the community entertainment licence granted in respect of the premises, hereinafter called 'The Licence'.

Means of Escape

7. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
8. The emergency lighting supply illuminates all exit signs and routes automatically in the event of mains failure.

Outbreaks of Fire

9. The Fire Brigade shall be called to any outbreak of fire, however slight, and details shall also be given the Secretary of the Management Committee.

Dangerous Performances

10. Performances involving danger to the public shall not be given.

Explosives and Flammable Substances

11. Highly flammable substances shall not be brought into, or used in any portion of the premises.
12. No internal decorations of a combustible nature (eg polystyrene, cotton wool) shall be erected without the consent of the management committee.

Heating

13. No unauthorized 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.

Hours of Opening

14. The premises shall not be used for public entertainment except between the hours of 7 p.m. and 1 am Monday - Friday, 7 p.m. - 12 am Saturday and 7 p.m. - 11.45 p.m. Sunday unless special permission has been issued by Lichfield District Council and by the Colton Village hall Committee of Management.

Notes

The number of persons in the hall **must at no time** exceed 120 seated or 240 standing.

1 The number of attendants on duty must be as specified in the licence (and not less then):
two adult attendants for up to 100 persons
three adult attendants for 100-249 persons
four adult attendants for 250-499 persons

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

Hiring Agreement Appendix One

Information Sheet to be given to Hirers

Safety

In the event of a fire, the 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 Telephone, Fire Exits 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. (A sketch plan showing these is shown on the following page)

Power Circuits

There is no RCD controlling the electrical circuits. Please inform the band or disco of this.

Telephone

A list of contact numbers is situated on the hall notice board. The nearest telephone is at the war memorial, opposite the Greyhound public House in Bellamour Way.

Car Parking

The lane leading to the Hall is a private road and this must not be obstructed. The Hall car park will accommodate a good number of cars if they are parked sensibly. Cars are not allowed on the field near the Hall.

Hall Entertainment Licence

The Entertainment Licence is to 11.45 p.m. only: this coincides with the end of your period of hire After midnight only those helping to clear up the Hall should be in the Hall. Failure to comply with this will result in the forfeiture of your deposit.

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 is disturbing to the local residents.

Please leave the Hall clean and tidy. In particular we ask you to ensure that the tables are wiped clean before being stacked in the same place they were at the start of the hire.

Any comment or observation that you may have regarding your hire should be addressed to the Hall Committee of Management. Details can be found on the notice board.

The village hall has been designated as a no smoking area by the Committee of Management. For the benefit and health of all your guests we would ask that everyone is made aware of this requirement.

WE WISH YOU A HAPPY AND SUCCESSFUL FUNCTION