**Diddlebury Village Hall Hire Agreement for a Private Event**

**This agreement is made on ……./…………………/…………. (insert date) between Diddlebury Village Hall and ………………………………………………………………… (insert name of hirer).**

**AGREED** as follows:

**1.0** The Village Hall agrees to permit the Hirer to use the facilities indicated at 1.1 for the purpose and period specified below. The details inserted in paragraphs 1.1 to 1.7 below are the terms of this agreement. This Hire Agreement includes the annexed Standard Conditions of Hire and Hirer Instructions.

**1.1 Tick facilities required**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Tick: |  |  |  |  |  |  |  |
| Main Hall Only | Main Hall & Kitchen | Main Hall, Small Function Room, Bar & Kitchen | Small Function Room only | Small Function Room & Kitchen | Small Function Room, Bar & Kitchen | Stage and backstage area | Meeting Room only |

* 1. **Event details**

See Standard Conditions of Hire & Hirer Instructions attached

(a) Description of Event:

Music, entertainment, and the Bar must finish no later than 11.30 pm on Sundays - Thursdays and midnight on Fridays and Saturdays. Guests should clear the hall quietly at the event end time.

(b) Date(s) required:

(c) Event times: Start End

(d) Expected numbers in hall:

 Maximum numbers in hall must not exceed: 250 unseated, 90 seated.

**1.3** Diddlebury Village Hall, Registered Charity Number: 522511

Authorised Representative (Bookings Secretary): Eileen Mattey

 Telephone: 07428 198203

 Email: bookdvh@gmail.com

**1.4 Hirer Details:**

 :

Hirer:

Name:

Address:

Email:

Tel. No’s

**1.5 Premises Licence & Public Liability Insurance**

a) Licenced Activities

Authorised activities and times are described in The Village Hall’s Premises Licence that is displayed in the Hall

b) Sale of Alcohol

 Do you intend to sell alcohol at your event? Yes No

If the answer is Yes then the Hirer requires permission of the Village Hall Committee to run a bar and will be required to apply for a Temporary Event Notice (TEN) from the licensing authority which is Shropshire County Council Licence Office (Telephone: 01584 838283). Please note that a minimum of 10 WORKING DAYS NOTICE is required by the SCC Licence Office

The Hirer undertakes to provide a copy of the TEN to the Bookings Secretary prior to the Event Date~~.~~ The Village Hall shall withdraw permission for the Hirer to run a bar if this is not provided.

The Hirer undertakes that alcohol will not be sold after 11.30 pm on Sundays to Thursday and after Midnight on Friday and Saturday.

The Hirer undertakes to conform to current legislation regarding the sale of alcohol and that the bar will be supervised by the individual named on the TEN licence.

The Village Hall reserves the right to order closure of the bar if undue disturbance is caused to neighbours during the event.

Name of of Authorised Bar Supervisor

Tel: email:

c) Public Liability Insurance

 The Village Hall has Public Liability Insurance. A copy of the certificate is displayed in the Hall.

 d) Indemnity to Hirer Insurance

The Village Hall has insurance cover for individuals and/or groups hiring the Hall for a private function who have no public liability cover of their own. This is only provided for non-commercial activities.

*Subject to availability, it may be possible for the Village Hall to provide a bar, in which case no TEN will be required. If you are interested in this option, please email or phone us for more information.*

* 1. **Performing Rights**

The Village Hall has a licence with the Performing Rights Society for the performance of copyright music.

**1.7 Fees**

£

(a) Hire Fee:

The Hire Fee and Deposit must be paid in full 28 days before the event, or immediately if the date of the hire agreement is within 28 days of the event date.

 The deposit will be refunded within 28 days of the termination of the event, provided that no damage or loss has been caused to the premises and/or contents and the hall is left clean and tidyas setout in the Hirer Instructions

(b) Deposit:

£

Payment, preferably by bank transfer to: Diddlebury Village Hall, sort code 30 95 27, a/c No. 00517339, quoting your surname as the payment reference. Alternatively, please make out two cheques payable to:

Diddlebury Village Hall

If paying by bank transfer, please supply details of account to which the deposit should be returned:

A/c name:……………………………………………………………… sort code………………………….

A/c No………………………………………...

* 1. **Special Terms and Conditions**

The following special terms have been agreed between the Hirer and the Village Hall and form part of this Agreement

**1.9** The Hirer agrees to be present during the Hiring and to comply fully with this agreement.

**2.0** None of the provisions of this Agreement are intended to 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.

Hirers should also familiarise themselves with the Hall’s Health & Safety Policy and (if using the kitchen) the Food Hygiene Policy, both of which are displayed on the website. In signing the Hire Agreement, the Hirer confirms that they have read these policies.

The terms of this Hire Agreement are accepted by:

 Bookings Secretary on behalf of the

Signed:

 Village Hall Management Committee

 The Hirer named at 1.4 above

Signed:

Date:

Note: We are happy to accept a digital signature. If you have the appropriate software, this can be inserted directly into the signature box. Alternatively, you can print this page, sign it and then scan it. The Hire Agreement can then be returned as an e-mail attachment. If neither of these methods is convenient, please print the first four pages of this document and send to:

E. Mattey, The Tithe Barn, Diddlebury, Craven Arms SY7 9DH

**3.0 STANDARD CONDITIONS OF HIRE**

This document forms part of the Village Hall Hire Agreement. The Hirer is the person described at 1.4 of the Hire Agreement. By signing the Hire Agreement and paying the hiring charge, the Hirer accepts full responsibility for compliance.

**3.1 HIRER’S RIGHT TO CANCEL**

If the Hirer wishes to cancel a booking before the date of the event then the hirer shall give 10 days notice otherwise the Hirer shall be liable for the Hire Fee described at 1.7 of the Hire Agreement.

**3.2 VILLAGE HALL’S RIGHT TO CANCEL**

The Village Hall reserves the right to cancel a hiring in the event of the hall being required for use as a Polling Station, for Parliamentary or Local Government Elections or any other reason which might arise, in which case the HIRER shall be entitled to a refund of any deposit already paid.

Should the booking, due to unforeseen circumstances, be cancelled, the Village Hall will not be liable for claims of compensation.

**3.3 LIMITED LIABILITY**

In the event of the Village Hall cancelling an event, the liability to the Hirer is limited to the total hire charge or deposit paid.

All articles left on the premises are at the Hirer’s own risk. The Village Hall bears no responsibility for the loss or damage of said articles.

**3.4 UNFIT FOR HIRE**

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

**3.5 MISREPRESENTATION**

In the event that it transpires that the Hirer has misrepresented the use to which he intends to use the Hall, the Village Hall reserves the right to cancel the booking without liability.

**3.6 HIRE PERIOD**

The booking hire period must be strictly adhered to. Extra time will be charged pro-rata.

**3.7 PREMISES LICENCE**

The Village Hall has been issued Premises Licence ref: PL/SC1143 for the Activities at the times specified in the licence. The Licence is displayed in the Hall. The Hirer shall comply with all conditions of the Premises Licence and any other regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates Court or the Police Authority

**3.8 PUBLIC LIABILITY INSURANCE**

The Village Hall has Public Liability Insurance. A copy of the certificate is displayed in the Hall.

It should be noted that although there is public liability insurance in place for non profit making organisations using the hall, this only covers negligence by Diddlebury Village Hall. Genuine accidents, e.g. tripping over someone or something, would not be covered. It is up to the Hirer to decide whether accident insurance should be put in place.

**3.9 HIRER’S LIABILITY INSURANCE**

The Village Hall has insurance cover for individuals and/or groups hiring the Hall for a private function who have no public liability cover of their own. It is only provided for non-commercial activities which are for the benefit of local community.

Where specified in the Hire agreement The Hirer undertakes to arrange public Liability Insurance and provide a copy of the Certificate to the Bookings Secretary.

**3.10 CONTRAVENTION**

The Hirer must ensure that nothing is done within the boundaries of the Hall in contravention of the law relating to gaming, betting, lotteries and the use of illegal substances.

**3.11 ALTERATIONS AND AMENDMENTS**

The Village Hall reserves the right to alter or amend any of the above conditions as circumstances require.

**4.0 Hirer Instructions**

**4.1 ACCESS TO THE HALL**

Please agree the entry time with the Bookings Secretary. Someone from the Village Hall Committee will meet you at the main entrance.

**4.2 SET UP & CLEAR UP TIME**

Time required for setting up and clearing away is to be included in the hire period.

**4.3 SUPERVISION**

Maximum numbers in the Hall are limited to the expected numbers shown at 1.2(d) of the Hirer Agreement.

There shall, in addition to the Hirer, be a minimum of 2 competent stewards on duty on the premises none of whom shall be less than 18 years of age. If most of the audience is under 16, the number of additional attendants shall be appropriate for the age group but in all cases not less than 2 adults aged 18 or over for every 50 (or part of 50) children.

Responsibility extends to the proper supervision of car parking, avoiding obstruction of the public highway and of all the Hall exits.

**4.4 PREVENTION OF PUBLIC NUISANCE**

Music, entertainment, and the Bar must finish half an hour before the Event End Time indicated in the Hirer Agreement at 1.1(c) and guests should clear the hall quietly at the Event End Time

 External lights will be turned off as soon as the hall has been vacated.

The Hirer will be responsible for ensuring that noise levels are within Environmental Health guidelines, i.e. "noise shall not emanate from the premises such as to cause people in the neighbourhood to be unreasonably disturbed".

The Hirer is asked to ensure that all attending the function show due consideration to those living in the vicinity of the hall by leaving the premises quietly.

Please ensure that no one parks in such a way that neighbours of the hall are unable to access their driveways. This includes the access road running up the left hand side of the school and car park.

 Failure to comply with these conditions may result in forfeiture of the deposit.

**4.5 DRUNK & DISORDERLY BEHAVIOUR & DRUGS**

Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises.

No illegal drugs may be brought into the hall and its surrounding premises.

**4.6 SMOKING**

Smoking is strictly prohibited in the Hall.

**4.7 FOOTWEAR**

The Hirer will ensure that no footwear is worn that may damage the floor, e.g. stiletto heels or nailed boots.

**4.8 BREAKAGES & DAMAGES**

Breakages and/or damages to the Hall, its fixtures and fittings and equipment must be reported and shall be chargeable to the Hirer.

**4.9 HEALTH & SAFETY**

The stewards should be instructed to act in the event of an emergency. It is the responsibility of the HIRER to make themselves familiar with the emergency exits, fire alarms and other emergency procedures.

In compliance with fire regulations, all EXIT AREAS must be kept clear and unlocked at all times. FIRE DOORS are not to be used as everyday access or egress.

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

**4.10 FOOD HYGIENE**

The Hirershall, if preparing, serving, or selling food, observe Diddlebury Village Hall’s Food Hygiene Policy, as displayed on our website: [www.diddleburyvillagehall.org](http://www.diddleburyvillagehall.org/)

**4.11 ACCIDENT REPORT FORM & FIRST AID**

If there is an accident during the time of hire the Hirer is responsible for completing the Accident Report Form to be found on the shelf in the rear of the Kitchen. A First aid box can be found in the Kitchen

**4.12 EMERGENCY OPERATING PROCEDURES**

*Raise the alarm for an emergency or incident immediately.*

* If a mobile phone is to be relied upon the Hirer shall check that a signal is available and the SOS number is known prior to the event start time.
* A public phone is situated at the top of Mill Lane.

*Evacuation in case of emergency*

* Stewards should supervise evacuation of the Hall as quickly as possible
* Stay calm
* If hall is evacuated assemble in car park/playground at rear of hall
* Identify if anyone is missing
* Do not allow return to the Hall if a fire is suspected

**4.13 DANGEROUS MATERIALS**

No smoke producing agent or pyrotechnic device may be used without the prior approval of the Village Hall. No flammable material shall be used or stored on the premises.

**4.14 STAGE AREA**

The stage and backstage area are not to be used unless permission has been specifically granted as part of this hire agreement. Children must not be allowed to access this area without prior permission having been obtained and only then if adequately supervised by responsible adults.

**4.15 GENERAL**

* Nothing should be attached to any of the walls, windows, acoustic panels etc
* If you are leaving the hall after dark, ensure that the outside lights are switched on.
* The Hirer will be responsible for regulating the heating in the rooms being used and should never allow anyone else to change the settings. Instructions for operating the heaters will be provided. However, please note that the heaters in the toilets should not be turned up or altered in any way.
* When the exterior main door is closed, it locks automatically but can be opened from the inside by pressing the large, green button on the LHS of the main door. Late arrivers to the hall who find the main door closed, should ring the bell located on the LHS of the main door.

**4.16 HOUSEKEEPING**

* All crockery and cutlery must be clean and tidy and put away, as found.
* All tables and chairs are to be wiped clean and stacked in the storage area, using the trolleys provided (five chairs to a trolley).
* All floors must be swept. Please use paper towels provided in the kitchen to remove spillages.
* All kitchen surfaces and cooking equipment must be thoroughly cleaned.
* The lights in the entrance hall and toilets turn off automatically after the hall is vacated. All other lights, heaters, kitchen (including water heaters) and other equipment must be switched off on vacating the premises, with the exception of the freezer and fridge, which should be left on. Although there is no charge for electricity or heating, please note that a charge **will** be made should any heaters be left on.
* The toilets, must be left in a clean and tidy condition.
* All refuse must be removed from the premises. Food waste should be placed in one of the green, compostable bags and placed in the green bin outside the hall.
* All taps in the kitchen and toilets must be turned off.
* Inner doors should be closed and external windows and doors should be closed and locked.
* All kitchen surfaces and cooking equipment must be thoroughly cleaned.