

WINTERBORNE KINGSTON VILLAGE HALL - HIRING AGREEMENT

For the purposes of these conditions, the term 'Hirer' shall mean an individual hirer or, where the hirer is an organisation, the authorised representative. If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Bookings Secretary should immediately be consulted.

The Hirer, by accepting the keys to the building, has read and agrees with the following Conditions and Special Conditions below.

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
- 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 VHMC 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.

No Blu-Tack or drawing pins please, anywhere!

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 alcohol thereon without written permission.

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

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.

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and 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.

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

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

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 organisation if acting as a representative) whilst using the Village Hall. (The Village Hall is insured against any claims arising out of its own negligence).

The Hirer must report to the Bookings Secretary all accidents involving injury to a member of their party or members of the public using the hall during their hire. 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. A member of the Management Committee will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

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

The Hirer shall ensure that any activities involving children under eight years of age comply with the provisions of the Children Act of 1989 and that only fit and proper persons have access to the children. (See VHIS No. 5).

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 action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

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.

If the Hirer wishes to cancel the booking before the date of the event and the Management Committee 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 Committee.

The Committee reserves the right to cancel ANY hiring in the event of the Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case the Hirer shall be entitled to a refund of any deposit already paid.

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.

The Committee reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time 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 but the Committee shall not be liable to make any further payment to the Hirer.

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and for properly replacing any contents temporarily removed from their usual positions, otherwise the Committee shall be at liberty to make an additional charge.

The Hirer shall ensure that the minimum of noise is made on arrival and departure.

SPECIAL CONDITIONS

The Hirer to ensure that no more than 100 (one hundred) persons shall be in the premises at any time.

The Hirer shall ensure that:

No candles, pyrotechnics or other devices involving the use of real flame are used on the premises;

Highly flammable substances are not brought into, or used in, any part of the premises;

No portable Liquefied Petroleum Gas (LPG) appliances are brought into, or used in, any part of the Premises;

No balloon(s) filled with flammable gas is/are brought into any part of the premises;

No hangings or other internal decorations of a flammable or combustible nature are erected in any part of the premises.

Any noise including live or loud music is to be reduced to background from 11pm and is to cease at midnight.

Guests are informed that the hall is in a residential area in a quiet village; noise is to be kept to a minimum, particularly when leaving the hall late at night.

All equipment must be left in a clean condition and any breakages reported to the Committee.

No smoking is permitted anywhere in the building.

No excessive noise to annoy neighbours.

All waste and recycling is to be left in the wheelie bin outside on departure.

All doors and windows are to be secured before leaving.

The heating is switched off.

The key is to be collected from and returned to the Bookings Secretary at 'Greensbridge', Sackville Street, Winterborne Kingston, DT11 9BJ