

Digswell Village Hall

30 Harmer Green Lane, Digswell, Welwyn. AL6 0AT. Registered Charity No. 302361

Hire 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.

The "COMMITTEE" shall mean the Digswell Village Hall Management Committee.

If the HIRER is in any doubt as to the meaning of the following, the COMMITTEE Secretary should be consulted.

Included in this Hire Agreement

PURPOSE OF HIRE

LICENCES

LOCAL AUTHORITY AND STATUTORY REGULATIONS

HEALTH AND SAFETY

SUPERVISION

SAFEGUARDING

ELECTRICAL APPLIANCES

NOISE

CLEARING UP AND VACATING THE HALL

REPAIR AND DAMAGE

ESSENTIAL MAINTENANCE

STORAGE AREAS

INSURANCE

HIRER'S RIGHT TO CANCEL

COMMITTEE'S RIGHT TO CANCEL

MISREPRESENTATION

ALTERATIONS AND AMENDMENTS

PURPOSE OF HIRE

The HIRER shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or allow the premises to be used for any unlawful purpose or in any way do or bring anything onto the premises which may endanger the same or render invalid any insurance policies in respect thereof, nor allow the sale of alcoholic liquor thereon without written permission.

LICENCES

All events must cease at the latest at 12:00 midnight in order to comply with the Hall's Premises Licence.

The HIRER shall be responsible for obtaining such licences as may be required for the sale of alcoholic liquor and any other licence which may be required to cover an event, e.g. the showing of films. In such cases, a Temporary Event Notice ("TEN ") must be submitted to Welwyn Hatfield Borough Council. Forms are available from the Council's [website](#). All such notices must be agreed with the COMMITTEE Booking Secretary before submission as such TENs count towards the Village Hall's annual allocation under its Premises Licence. The HIRER is responsible for any additional licensing fees.

For the avoidance of doubt, the Hall's Copyright Licences do cover not-for-profit organisations performing live music and playing music from a sound recording during social activities. Profit making organisations are not covered by our licences and must hold their own licences for these activities. (Not the situation)

LOCAL AUTHORITY AND STATUTORY REGULATIONS

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 the Police Authority 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 ensure that nothing is done within the boundaries of the Hall in contravention of the law relating to gaming, betting and lotteries. This includes the use of illegal substances.

HEALTH AND SAFETY

It is not the responsibility of the **COMMITTEE** to undertake Health and Safety risk assessments on behalf of hall users. Regular **HIRERS** are advised to carry out their own risk assessments with respect to their particular activities.

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

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SUPERVISION

The **HIRER** will, during the period of hire, be responsible for supervision of the premises and grounds and the fabric and contents of the building and protect them from damage and loss, however slight.

The **HIRER** will be responsible for the behaviour of all persons in whatever capacity using the premises.

The responsibility of the **HIRER** extends to the proper supervision of car parking, avoiding obstruction of the public highway and of all the Hall exits.

SAFEGUARDING

Groups and individuals hiring the Hall are responsible for their own safeguarding arrangements. They are responsible for ensuring that anyone who runs events or activities specifically for Children, Young People or Vulnerable Adults have the required levels of disclosure, supervision and appropriate training. The **COMMITTEE** reserves the right to see evidence of compliance with statutory obligations.

ELECTRICAL APPLIANCES

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

NOISE

The **HIRER** shall ensure that there is the minimum of noise at all times, particularly on arrival and departure. Due to the nature of the Village Hall building and its proximity to local housing, **events using discos or other loud amplified music cannot be accommodated.**

CLEARING UP AND VACATING THE HALL

The **HIRER** at the end of the hiring shall be responsible for leaving the premises and surrounds in a clean and tidy condition, all contents and furniture replaced in their designated storage areas, all heating and internal lighting switched off and the Hall doors and windows properly locked and secured.

Note: No excessive water or other liquids should be used to clean the floor. In the event of a spillage this should be wiped dry as soon as possible. Failure to do this could result in an additional charge being made and, in the event of losses not covered by insurance, a claim for any such loss may be made by the **COMMITTEE** against the **HIRER**.

Removal of rubbish is the responsibility of the **HIRER**. **Provision is made for the disposal of small amounts of rubbish in the bin in the kitchen (for non recyclable waste) and outside by way of a Blue top bin for recyclable waste and a Black bin for other waste.**

The hall is a registered charity run entirely by volunteers. **The Hirer should leave the Hall as clean and tidy as we hope you find it.**

REPAIR AND DAMAGE

The **HIRER** shall indemnify the **COMMITTEE** for the cost of repair of any damage incurred to any part of the property, including the curtilage thereof or the contents of the building, which may occur during the period of the hiring and as a result of the hiring. In particular they should be aware of the damage caused to the floor by inappropriate footwear such as stiletto heels and spikes.

Under no circumstances should posters, decorations or anything else be attached to doors or walls with adhesive tape or pins. Use only Blue or White tack.

ESSENTIAL MAINTENANCE

The **COMMITTEE** may on occasions have to allow access to the premises for essential maintenance and repairs whilst a HIRE is taking place.

STORAGE AREAS

HIRERS with their own storage areas are responsible for keeping such areas clean and tidy. These areas may be inspected by the Fire and Health Authorities at any time, together with the rest of the premises.

INSURANCE

The **HIRER** is responsible for any equipment stored at the Village Hall, whether in a designated cupboard or simply overnight prior to or following an event. The Village Hall insurance does not cover **HIRER**'s equipment or belongings.

HIRERS who use the hall in furtherance of a commercial enterprise (e.g. for-profit dance, exercise or retail purposes) *must have their own Public Liability Insurance* in place to cover their use of the hall.

HIRER'S RIGHT TO CANCEL

The **HIRER** may cancel a booking without charge if seven clear days notice is given to the Bookings Secretary. If cancellation is made with less than seven clear days notice and the **COMMITTEE** is unable to effect a replacement booking, the question of payment or the repayment of the fee shall be at the discretion of the **COMMITTEE**.

COMMITTEE'S RIGHT TO CANCEL

THE **COMMITTEE** 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.

In the event of the **COMMITTEE** cancelling an event, the liability to the **HIRER** is limited to the total hire charge or deposit 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.

MISREPRESENTATION

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

ALTERATIONS AND AMENDMENTS

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