

# WEST MEON VILLAGE HALL HIRE AGREEMENT

DATED

THE PARTIES

- (1) The West Meon Village Hall named in clause 1.2 acting by its management committee ("Village Hall").
- (2) The person or organisation named in clause 1.3 ("Hirer").

AGREED as follows:

1. In consideration of the hire fee, the Village Hall agrees to permit the Hirer to use the premises' facilities shown below for the purpose described and for the period(s) shown in clause 1.1. This Hire Agreement includes the annexed Standard Conditions of Hire (including the section marked 'Additional Information For Hirers') and the Hirer shall be bound by all terms thereof, the terms of the Premises Licence and any further terms imposed by the management committee.

1.1 Date(s) required:

Dates and times required  
Including setup times

Facilities required: Main Hall  Small Hall  Kitchen

Purpose of Hire

1.2 West Meon Village Hall, located at Headon View, West Meon, Hampshire GU32 1LH:

(a) Registered Charity No	274661
(b) Authorised Representative	Hazel Town, Booking Clerk
Address	Mulberry House, West Meon Petersfield, Hampshire GU32 1LX
Telephone Number & email	01730 829584 westmeonvillagehall@hotmail.co.uk

1.3 Hirer:

(a) Name of Authorised Representative	<input type="text"/>
(b) Organisation	<input type="text"/>
Address	<input type="text"/>
Telephone Numbers & email	<input type="text"/>

The Booking Clerk will calculate the Hire Fee and issue an invoice for the Fee. The Hirer shall pay the invoice in full (including any security deposit) within 7 days of receipt of the invoice and, in any event, prior to the date of the booking. Any security deposit will be refunded within 28 days of the termination of the period of hire (or, if later, within 14 days of the Hirer providing details of a bank account to which the security deposit (or relevant part thereof) may be repaid) provided that the Village Hall is left in a suitably clean state and no damage or loss has been caused to the premises and/or contents nor complaints made to the Village Hall about noise or other disturbance during the period of the hiring and/or the Hirer is not otherwise in breach of this Hire Agreement. It is in the absolute discretion of the Village Hall whether these conditions are met and, if not, how much of the security deposit is to be retained. Nor is the security deposit a limit to the liability of the Hirer for failing to achieve these conditions and the Hirer will indemnify the Village Hall in full for any failure to achieve these conditions in whole or in part.

**A hall booking is not confirmed until this agreement is signed and returned, and payment has been received.**

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Cancellation by the Hirer more than 7 days in advance of the Hire Date will be refunded in full. If cancellation is made within 7 days, a 50% refund will be given provided that there will be no refund if cancellation is made within 24 hours of the stated commencement of the hire.

1.4 Is this booking for Commercial Use? Yes/No

## Commercial Hirers please note

The Village Hall is held on and operated subject to trusts and regulated by the Charity Commission. The management committee is bound to ensure that the Village Hall is administered in accordance with the requirements of the trusts and the Charity Commission. Accordingly, the Village Hall is bound to preserve and hereby reserves the right to terminate this Agreement by written notice to the Hirer in the event of the proposed hire of the Village Hall being in breach of these requirements.

In the event of such termination by the Village Hall, the Village Hall shall refund to the Hirer all monies paid by the Hirer to the Village Hall. The Village Hall shall not however be liable to make any further payment to the Hirer in respect of expenses, costs or losses incurred directly or indirectly by the Hirer in relation to the termination.

2. The Village Hall has a Premises Licence (a copy of which appears on the West Meon Parish Council website) authorising the following regulated entertainment and licensable activities at the times indicated. Please confirm which licensable activities will take place at your event:

Activity	The hall is licensed for	Times for which the activity is licensed	Indicate activities to take place at your event
a. The performance of plays	✓	<u>Plays</u> Mon-Sat 0900 – 0000 Sunday 1400 – 0000 Good Friday 1400 - 0000	
b. The exhibition of films	✗		
c. Indoor sporting events	✗		
d. Boxing or wrestling entertainment	✗		
e. The performance of live music	✓	<u>Other activities</u> Mon-Thurs 0830 – 0000 Friday 0830 – 0100 Saturday 0830 - 0000	
f. The playing of recorded music	✓		
g. The performance of dance	✓		
h. Entertainments similar to those in a – g	✓		
i. Making music	✓		
j. Dancing	✓		
k. Entertainment similar to those in i – j	✓		
l. The provision of hot food/drink after 11pm	✗		
m. The sale of alcohol	✗		

2.1 The Hirer hereby acknowledges reading a copy of the Premises Licence and agrees to use the Village Hall for any such licensable activities in accordance with its requirements of that Premises Licence.

2.2 Have you indicated at 2(m) that alcohol will be available at your event? Yes/No.

If the answer is yes, the Hirer is obliged to seek written permission from the management committee and apply for an appropriate licence. Failure to do so will result in cancellation of the hiring without compensation (there being a limit on the number of licences which can be granted annually for any premises). All Hirers must comply with the Licencing Act 2003 including to ensure that alcohol is not sold to those under the age of 18.

2.3 The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers, as detailed in the Standard Conditions of Hire.

3. The Hirer agrees with the Village Hall to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

4. 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.

Signed by the person named at 1.2 above, duly authorised, on behalf of the Village Hall's management committee

Signed by the person named at 1.3 above, duly authorised, on behalf of the organisation named at 1.3, where applicable

# WEST MEON VILLAGE HALL HIRE AGREEMENT

## Standard Conditions of Hire

These Standard Conditions of Hire are made available to Hirers as part of their Hire Agreement, and are also available on the West Meon Parish Council website. If the Hirer is in any doubt as to the meaning of any condition, the Hall Secretary or Booking Clerk should be consulted.

### 1. Age

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 this Hire Agreement relating to management and supervision of the premises are met.

### 2. Supervision

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; and the behaviour of all persons using the premises whatever their capacity. 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.

### 3. Use of premises

The Hirer shall not use the premises (including external areas) for any purpose other than that described in the Hire Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable 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.

### 4. Insurance and indemnity

The Hirer shall be liable for:

- (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
- (b) all claims, losses, damages and costs made against or incurred by the management committee, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of:
  - i. the use of the premises (including for the storage of equipment) by the Hirer, and
  - ii. any nuisance caused to a third party as a result of the use of the premises by the Hirer

The Hirer shall indemnify and keep indemnified the Village Hall, each member of the management committee and its employees, volunteers, agents and invitees against such liabilities.

### 5. 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.

### 6. Music Copyright licensing

The Hall has licences from the Performing Right Society for the performance of copyright music and a Phonographic Performance Licence (PPL). The Hirer shall be responsible for ensuring that these are complied with in full.

### 7. Music

The performance of any live music must be in compliance with the Deregulation Act 2015.

### 8. Safeguarding children, young people and vulnerable adults and non-discrimination

The Hirer must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006, and any subsequent legislation. The Hirer must also comply with the Safeguarding of Children and Vulnerable Adults Policy of the Village Hall a copy of which is set out on the West Meon Parish Council website. If requested, the Hirer must provide the authorised representative of the management committee with a copy of its Safeguarding Policy (or Child Protection Policy or Vulnerable Adults Protection Policy) and evidence that the Hirer has carried out all relevant checks through the Disclosure and Barring Service (DBS).

Hirers organising care provision for children which lasts for more than 2 hours are required to register with local authority social service departments and are subject to Ofsted inspections. The responsibility for ensuring compliance with all applicable laws and regulations for such provision remains with the Hirer.

The Hirer shall ensure that it complies with all legislation which, from time to time, may be applicable to it and the hiring in relation to discrimination on account of sex, sexuality, race or religion.

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## 9. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority and the Health & Safety Policy of the Village Hall, a copy of which is set out on the West Meon Parish Council website .

The Fire Service shall be called to any outbreak of fire, however slight, and the Village Hall shall be evacuated. Details of any fire shall be given to the authorised representative of the Village Hall.

- (a) The Hirer acknowledges that it has received information in the following matters:
  - The location of fire equipment - details are on the main noticeboard in the Village Hall
  - Location of the first aid box – in the kitchen
  - The importance of any fire doors and the closing of all fire doors at the time of a fire
- (b) In advance of every hire event or activity, the Hirer shall check the following items:
  - The method of escape door fastenings and that all escape doors are unlocked
  - That all escape routes are free of obstruction and can be safely used for instant exit
  - That exit signs are illuminated
  - That there are no obvious fire hazards on the premises
  - That fire doors are not wedged open

## 10. 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. Loud music should not be played after 23:00.

## 11. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that, in order to avoid disturbing neighbours of the Village Hall and avoid violent or criminal behaviour; no-one attending any event consumes excessive amounts of alcohol; and that no illegal drugs are brought onto or consumed on the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.

## 12. Food, health and hygiene

The Village Hall is not registered as a Food Business or Premises.

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 premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer.

## 13. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by it to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

## 14. Stored equipment

The Village Hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than equipment that the Village Hall has agreed may be stored) 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 Village Hall may, in its discretion, dispose of any item referred to below by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same in any of the following circumstances:

- (a) Failure by the Hirer either 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 remove any property brought on to the premises for the purposes of the hiring.

## 15. Smoking and e-cigarettes

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches, etc., in a tidy and responsible manner, so as not to cause a fire. Use of e-cigarettes is similarly prohibited.

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## 16. Accidents and dangerous occurrences

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must be reported as soon as possible to the Village Hall's authorised representative. The Hirer must report all accidents involving injury to the public to the authorised representative **immediately** and complete the relevant section in the Village Hall's accident book which is kept in the kitchen. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The authorised representative will give assistance in completing this form and can provide contact details. This requirement is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

## 17. Explosives and flammable substances

The Hirer shall ensure that:

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

## 18. Heating

Background heating is provided during the winter months. If you need additional heating this can be obtained by pressing the booster buttons.

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the authorised representative of the Village Hall. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## 19. Animals

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

## 20. Fly posting

The Hirer must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep indemnified the Village Hall and its management committee against all actions, claims and proceedings arising from any breach of this condition. Any failure to observe this condition may be prosecuted by the Local Authority.

## 21. 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 Prices.

## 22. Cancellation

The Village Hall reserves the right to cancel this hire by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- (b) the Village 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 or unsuitable activities will take place at the premises as a result of this hiring.
- (c) the premises becoming unfit for the use intended by the Hirer.
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
- (e) the hiring being in breach of any trusts which the Village Hall is subject to or any obligation to the Charity Commission.

In any such case the Hirer shall be entitled to a refund of any payment already made, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

In other circumstances the authorised representative of the Village Hall will endeavour to provide 6 months' notice of termination of this agreement to Hirers who have regular weekly bookings of 6 hours or more per week unless the Hirer is in breach of this agreement and fails to remedy that breach promptly.

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### **23. End of hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, windows closed and doors properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced. If the Hirer fails to comply with this provision it shall fully compensate the Village Hall and its management committee for any costs or liabilities it may incur.

### **24. No alterations**

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the authorised representative of the Village Hall. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the authorised representative, remain in the premises at the end of the hiring and become the property of the Village Hall.

### **25. No rights**

The Hire Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

# Additional Information For Hirers

## 1. Keys, Opening and Departing the Hall

A Hall Key can be collected by the Hirer from the West Meon Village Shop, or, by prior agreement, from the authorised representative of the Village Hall. Shop opening hours are 6.45am to 6pm Monday – Friday, 7am to 6pm Saturday, 8 am to 2 pm Sunday (correct at 24/12/19).

Regular users who hold a key on a permanent basis are required to keep it safe at all times, not to lend it out to any other person and return it to the authorised representative at the end of the Hire Agreement.

On departure the Hirer should ensure that:

- all lights, heaters (other than background heaters), and other electrical items are turned off
- the refrigerator is left switched on
- all taps are turned off
- tables and chairs are stacked safely
- the main hall floor has been swept
- the dishwasher is left according to the instructions on the wall above
- the hall is securely locked, and safe and clean for the next hirer

## 2. Heating

Background heating is provided during the winter months. If you need additional heating this can be obtained by pressing the booster buttons. In the small hall this works in conjunction with the thermostat, which should be returned to 10 degrees when you leave the Village Hall. In the large hall it can be found in the corner by the kitchen hatch. When the button has a blue light, the boost is off. If there is no light, the boost is on. The boost lasts for 10 – 15 minutes.

## 3. Premises Licence, Occupancy, Attendants

A copy of the summary of the Premises Licence is available on the noticeboard in the lobby and a copy of the full Premises Licence is on the West Meon Parish Council website.

The maximum number of persons permitted to be admitted to the premises whilst in use for activities covered by the Premises Licence is 300.

During the time the premises are in use for public entertainment, there shall be in attendance the following number of staff or other attendants acquainted with the established routine to be followed in the case of fire or other emergency. The aim of the attendants should be the avoidance of panic and the orderly evacuation of the premises:

Up to 25 persons  
Over 25 persons

2 attendants  
4 attendants for the first 250 persons  
1 further attendant if over 250 persons

Where at any licensed function the majority of persons attending are under the age of 16 years

Double the above number of attendants plus one attendant for each exit

## 3. Hall dimensions (approximate)

Main Hall: 13.5m x 8m  
Stage: 3.5m x 8m  
Small Hall: 4.2m x 8m

## 4. Limits of Occupancy for the Halls

Main Hall: 200 standing or 120 seated  
Small Hall: 50

## 5. Instructions and Information in case of Emergency

**Fire:** Activate Fire Alarm by either breaking one of the fire point glasses. Evacuate the building and call the Fire Service (dial 999). The Assembly Point (unmarked) is in the

car park to the front of the building. Details of Fire Fighting equipment are on the main noticeboard in the Hall

**Electrical:** Isolate the power supply by switching off at the main fuse box which is clearly labelled and accessible behind the central door of the lower cupboards below the distribution boards in the kitchen

**Water:** Turn off main water supply at the stopcock located in the Men's toilets

**First Aid:** Box is located in the kitchen

**Doctor:** Surgery in Doctor's Lane 01730 829666

**6. Hall Contacts:**

Booking Clerk	Hazel Town	01730 829584	Chairperson	Chris Town	07788 312611
Secretary	Sally Williams	01730 829094	Vice-Chair	Mary Dawson	01730 829625

**7. Health and Safety**

Health and Safety – a copy of the Health and Safety Policy of the Village Hall is available on the noticeboard in the lobby and on the West Meon Parish Council website and it is strongly recommended that all hirers read it to ensure that all users of the hall are kept safe.

**8. GDPR – Privacy Notice**

The Village Hall uses personal data for the purposes of managing the Village Hall and related activities in accordance with the requirements of applicable law. A copy of the General Data Protection Policy of the Village Hall is set out on the West Meon Parish Council website.