

ASSINGTON VILLAGE HALL HIRE AGREEMENT (MULTIPLE BOOKING)

Throughout this agreement, the term “Village Hall” is synonymous with” Assington Village Hall Charity” The management committee consists of The Trustees of the Assington Village Charity.

PARTIES:

1. The Village Hall named in clause 1.2 acting by its management committee “Village Hall.”
2. The person or organisation named in clause 1.3 “The Hirer.”

AGREED AS FOLLOWS

1. In consideration of the hire fee described in clause 1.6 the Village Hall agrees to permit the hirer to use the premises described in clause 1.4 for the purpose described in clause 1.5 for the period (s) described in clause 1.1 The answers to the questions in clauses 1.7 and 1.8 are terms of this agreement.

1.1 Dates required.....
Hours from-to.....

1.2 Village Hall: **ASSINGTON**

a) Registered Charity number: 1076737

b) Authorised Representative: KAREN WILES

Address: 16 The Street, Assington, Suffolk CO10 5LJ

Telephone No. 07893 002072

1.3 Hirer

a) Name. or b) Name of Organisation.....

and name of organisation’s Authorised Representative:

Address.....

Telephone number.....

Email address.....

1.4 Premises: **Whole of Hall (Excluding Changing Rooms)**

Part of Hall only (please specify)

Storage of equipment (Please specify requirement)

.....

1.5 Purpose of Hiring.....

Commercial use YES/NO

1.6 Hiring Fee:

Deposit 1: £ (to secure booking) Date received.....

Deposit 2: £ (£250 refundable deposit for breakages/damage) Sign/Date

.....
Balance payable: £

Deposit 2 to the above payable at the time of the deposit 1 and refunded within 14 days of the termination of the hire period where no damage or loss has been caused to the premises and/or contents during the period of hiring as a result of the hiring.

PLEASE NOTE – CHEQUES SHOULD BE PAYABLE TO “ASSINGTON VILLAGE CHARITY” OR UPON REQUEST BANK TRANSFER DETAILS. Your name as a reference. BACS Lloyds TSB

Sort Code 30-98-31

Account No. 00020728

1.7 Will there be music at the event? YES/NO

The hirer will ensure that the music provider forwards to the booking secretary a current public liability certificate and PAT testing certificate 14 days before the event.

(The Hirer undertakes for music to cease at 11.30pm and no later)

1.8 Is Alcohol to be provided at the event? YES/NO

(The Hirer understands that the sale of alcohol will, under any circumstances, necessitate the issue of a Temporary Event Notice by Babergh District Council and must be received by the bookings secretary 14 days before the event, and is the responsibility of the hirer or Alcohol provider without fail. If this is not received the Village Hall will not allow alcohol to be sold.

2. The Hirer agrees that The Village Hall to be present (by its authorised representative, if appropriate) during the hiring and to perform the provisions and stipulations contained or referred to in the Village Halls conditions of hire (Assington Village Hall Conditions of Hire) together with any special conditions agreed with the Hirer attached.

3. It is hereby agreed that the conditions of hire attached hereto together with any special conditions contained in the schedule shall form part of the terms and conditions of the hire agreement unless specifically excluded.

4. None of the provisions in this agreement is intended to or will operate to any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to the agreement.

AS WITNESS in the hands of the parties hereto.

Signed by the person named at 1.2b above, duly authorised, on behalf of the Village Hall Charity Committee Signed/Date.....

Signed by the person named at 1.3a above, duly authorised, on behalf of the Hirer or named organisation and that the terms and conditions have been read and accepted.

X Signed /Date.....

Assington Village Hall Charity Terms and conditions of Hire

Revised 21st June 2023

1 Definitions and Interpretations

- 1.1.1. AVHCMC means the Assington Village Hall Charity Management Committee including the playing field/football pitch and childrens playground
- 1.1.2 “the booking” means the details appearing on the booking form that can be found by emailing the booking secretary and sent back to the booking secretary.
- 1.1.3 “the booking secretary” shall mean the person described as the booking secretary in The Assington News magazine or on the facebook page.
- 1.1.4 “the hirer” means the hirer described in the booking
- 1.1.5 “the hire charge” means the sum appearing in the current hire charge list obtained from the booking secretary
- 1.1.6 “the conditions of hire” means the terms and conditions set out (1) in these conditions of hire .(2) in the Booking and (3) in the User Instructions.
- 1.1.7 “THE USER INSTRUCTIONS” means the instructions entitled The Assington Village Hall Charity terms and conditions
- 1.1.8 “The Village Hall” means the village hall, playing field/football pitch and childrens play area and car park
- 1.1.9 “the car park” means the car park or gardens serving the Assington Village Hall, Playing Field/Football pitch and childrens play area
- 1.1.10 Unless the context otherwise requires references in the conditions of hire to any statute statutory provision or regulation are references to that statute statutory provision or regulation as from time to time amended extended or re-enacted by the AVHCMC
- THE AVHMC has the right to change conditions when they see fit to do so.

2 Hire

- 2.1 The AVHCMC agrees to hire the Village Hall or the appropriate part thereof (and where appropriate the playing field/football pitch) as specified in the booking to the hirer for the period specified in the booking in accordance with the conditions of hire.
- 2.2 The hirer agrees to comply with The Conditions of Hire
- 2.3 The hirer shall pay the hire charge at the time of delivering/sending the booking form to the bookings secretary. The AVHCMC and the hirer agree that there shall be no refund unless cancellation is in writing to the booking secretary at least 14 days prior to the date of the booking.
- 2.4 The AVHCMC reserves the right to request an additional deposit of £250 in advance of the booking as security against potential damage that will be returned to the hirer after the event with deduction taken of the cost of repair of such damage.

3 The Hirer shall:

- 3.1 When the village hall is hired for youth or childrens use they must ensure that there must be at least 2 adults present at all times to supervise the activities and conduct of the youths and children.
- 3.2 Pay for any damage to the Village Hall, Playing field/pitch or childrens play area.
- 3.3 Ensure that dances or any other entertainment must be on a ticket only basis so that no tickets can be on sale at the Entrance doors to The Village Hall after 9.30pm
- 3.4 Ensure that smoking is prohibited inside the Village Hall
- 3.5 Ensure that all spillages are dealt with quickly if they are on the village hall floor to prevent slips and deterioration of the sprung floor
- 3.6.1 Ensure no fireworks are set off inside the Village Hall or Car Park
- 3.6.2 Ensure that no fireworks are set off on the field without express permission from AVHCMC and in any event no fireworks set off after 8pm
- 3.7 No smoke machines to be used unless in a theatrical event with prior permission from the AVHCMC
- 3.8 No bouncy castles without appropriate insurance that must have been seen by the booking secretary before the event
- 3.9 Explain the fire evacuation procedures to attendees at start of the event
- 3.10 Record in the accident book all accidents and near misses requiring first aid and the attendance of the emergency services, with the date of the incident and time and resources used.
- 3.11 Return all tables and chairs to the storeroom and leave in a clean and tidy condition, the village hall and all crockery and equipment to be left clean and in good condition as failure to observe this will incur a clean-up charge
- 3.12 Before leaving the village hall switch off all lights, check that all doors and windows are properly closed and lock the building.
- 3.13 Candles are not to be lit unless for a celebration cake
- 3.14 We expressly forbid the use or release of Chinese lanterns or helium filled balloons on any part of the Village Hall property.
- 3.1.15 Any (hired entertainment, bars, caterers or any outside company bought in by the hirer must have their own public liability insurance and if using electrical equipment a current PAT test certificate, copies of this evidence must be sent to the bookings secretary 14 days before the event.

4 Licensing Matters

- 4.1 Consumption of Alcohol: If alcohol is to be sold (for consumption on or of the premises) the hirer shall:
 - 4.1.1 seek prior permission from the AVHC at the time of booking and specify the arrangement under which it will be supplied. A temporary events notice must be obtained by the hirer or alcohol seller. The AVHC must also have sight of the Licence of the licence holder 14 days before the event.
 - 4.1.2 Provide and supply alcohol in fixed units (e.g. cans) or in measures, in accordance with the 1988 no.2039 Weight and Measures Statutory Instrument i.e.. The Weights and Measures Intoxicating Liquor Order 1988

- 4.1.3 only supply alcohol in accordance with the licensing Act and shall not sell alcohol to anyone under the age of 18 years of age.

4.2 Temporary Event Notices (TENs)

If the hirer is planning an event involving licensable activities which are not covered by the existing licence or which takes place on hours which are not covered by the existing license the hirer shall:

- (a) Apply to Babergh District Council for a Temporary Event Notice
- (b) If granted shall supply The AVHC with 2 copies of the Notice 14 days before the intended event
- (c) Display a copy on the Village Notice Board prior to the event taking place.

4.3 Licence Terms Observance

The hirer agrees to observe the licensing laws and to observe the terms of all licenses applicable to the village hall and in particular the hirer agrees:

4.3.1 Not to exceed the permitted number of occupants.

4.3.2 that a person must be identified on the application form that will be responsible for meeting the requirements of the alcohol license and hiring conditions.

4.3.3 that the admission of children to the exhibition of any film shall be restricted in accordance with the film classification awarded by The British Board of Film Classification (BBFC) , or ant successor person or persons designated as the authority under section 4 of the video recordings act 1984

4.3.4 that 1 or more individuals are being used at the licensed premises to carry out security activity, each such individual must be licensed by The Security Industry Authority

4.3.5 that any glasses or opened bottles shall be retained and disposed of by The Village Hall

4.3.6 that any performance or entertainment involving children shall be adequately supervised by a responsible adult or adults. If the performance or entertainment is from an outside company a DBS document must be provide to the booking secretary 7 days before the event.

4.3.7 to take reasonable precautions for the health, safety and wellbeing of the public, performers or employees of The Assington Village Hall, The playing field and car park

4.3.8 to maintain and keep order and decent behaviour in The Village Hall

4.3.9 not to allow lewd, obscene or indecent performance to take place or any obscene poster, advertisement, film photograph or programme to be displayed or shown on any part of the village hall

4.3.10 not allow any exhibition, demonstration or performance of hypnotism as defined in section 2 (1a) and 5 of the hypnotism Act 1952

4.3.11 to ensure that the noise level emanating from the Village Hall does not cause a nuisance and remains at a reasonable level.

4.4 Fire and Safety Conditions

4.4.1 that the fire exits must not be blocked at any time.

4.4.2 to ensure that there is always a mobile phone in full working order at the Village Hall that the hall is in use to permit the Suffolk Fire and Rescue team (or other emergency services) to be called immediately in the event of an emergency.

4.4.3 that the exit doors shall only be secured in such a manner that they can be immediately and easily opened from within the hall

4.4.4 that all exit doors and external routes shall remain clear and unobstructed when anyone is present in the hall enabling clear access to the fire evacuation point.

4.4.5 that all seats shall be arranged to provide gangways of not less than 1.1 metres in width which will lead to and connect with the fire exits and that no seat shall be more than 2 meters from a gangway measured along a row of seating

4.4.6 that all parts of the Village Hall to which the public has access shall be adequately always illuminated in the absence of adequate daylight when the public are present.

4.4.7 that no combustible decorations or effects shall be used in the hall.

4.4.8 that all electric cables, flexes and other wiring must be laid in such a manner that it does not cause a trip hazard to those using the licensed premises.

4.4.9 that no portable heating appliances burning liquified fuels, petroleum, gas or fuel oil shall be used, and no such fuels shall be stored on the premises.

4.4.10 No vehicles shall be parked as to restrict the means of escape provided from the premises or prevent the safe access to the emergency services.

4.5 Welfare and Hygiene

The hirer shall when food is cooked and or sold on the premises, ensure that the requirements of the food safety act 1990 and The Food Safety (General Food Hygiene) regulations 1995 should be strictly adhered to. At least 1 person should hold a current Food Safety Level 2 Certificate. All caterers should provide this information along with their public liability Insurance certificate to the booking secretary at least 14 days before the event.

