

**1. THE CONTRACT**

The **Contract of Hire Part 1: Booking Form** and **Part 2: Standard Conditions** form the Contract of Hire. Where appropriate the contract shall also include the following documents.

- Part 3: Special Conditions
- Part 4: Orchard Conditions
- Part 6: Covid Information

Where the contract refers to communication in writing this shall include communication by Email or by any other recognised form of written or electronic correspondence.

Throughout the contract documents the words 'the Committee' shall mean 'the Holton Village Hall Committee'.

**2. RIGHTS**

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

All lettings are at the absolute discretion of the Committee and are unconfirmed until the contract has been signed by the Hirer and the Village Hall Committee Representative and the required deposit paid.

**3. BENEFITS**

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.

**4. SUPERVISION**

The Hirer shall be the designated person in all circumstances where the law requires an individual to be identified in this role. In particular, but not solely, this shall apply to fire safety requirements and health and safety regulations.

The Hirer or their designated named deputy shall, during the period of the hiring, be present and responsible for the supervision of the premises, fabric and contents; their care, safety from damage however slight or change of any sort; the behaviour of all persons using the premises whatever their capacity, and the proper supervision of car parking arrangements so as to avoid obstruction of the highway.

**5. INSURANCE AND INDEMNITY**

(a.) The Hirer shall be liable for:

- (i) 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
- (ii) all claims, losses, damages and costs made against or incurred by the Committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
- (iii) all claims, losses, damages and costs made against or incurred by the Committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Committee and the Committee's employees, volunteers, agents and invitees against such liabilities.

(b.) The Village Hall Committee shall:

- (i) Take out adequate insurance to insure the liabilities described in clause 5 (a)(i) above and may, at its discretion and in the case of non commercial hirers, insure the liabilities described in clauses 5 (a)(ii) and 5(a)(iii) above. The Committee shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Committee and the Committee's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
- (ii) Where the Committee does not insure the liabilities described in clauses 5(a) (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Village Hall Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Committee to rehire the premises to another hirer.

The Village Hall is insured against any claims arising out of its own negligence.

The Hirer shall be responsible for meeting the cost of any repairs, supplementary cleaning or other expense arising from their unreasonable use of the premises or the adjacent Holton Village Orchard whether or not their use of the latter has been agreed. The Committee may, at their discretion, require a damage deposit from the Hirer against such expenses but the liability of the Hirer shall not be limited to the amount of the deposit.

## 6. USE OF PREMISES

The Hirer shall not use the premises for any purpose other than that described in the Booking Schedule 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.

## 7. 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 Hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The hirer shall also comply with the Committee's Health and Safety policy.

The Hirer acknowledges that by these words their attention has been drawn to written instructions available in the Hall on the matters detailed at 7(a) and 7(b) below.

(a.) Action to be taken in event of fire

- Calling the Fire Brigade and evacuating the hall.

**The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Bookings Secretary or other available Committee Member at the earliest opportunity.**

- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Evacuation on discovery of a fire and the closure of internal and external doors on leaving the building.

(b) Action the Hirer must take in advance of the hall use for any purpose

The Hirer shall check the following items:

- That all fire exits are in operation and panic bolts in good working order.
- That all escape routes are free of obstruction and immediately available for public exit.
- That any fire doors are not wedged open.
- That there are no obvious fire hazards on the premises.
- That the exits are drawn to the attention of the hall users before the start of the any event.

## **8. ACCIDENTS AND DANGEROUS OCCURRENCES**

The Hirer shall report the following as soon as possible to the Bookings Secretary or a member of the Committee and complete the relevant section in the Village Hall's accident book.

- (a.) All accidents involving injury to any person present during the hiring period.
- (b.) All failures of equipment belonging to the Village Hall or brought into the Hall by the Hirer.

The Hirer shall comply with reporting any incident as required by the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) with which the Bookings Secretary will give assistance. (Information on the regulations is available at: [www.hse.gov.uk](http://www.hse.gov.uk) )

## **9. PYROTECHNICS (FIREWORKS) AND FLAMMABLE SUBSTANCES**

The Hirer shall ensure that:

- (a) Highly flammable substances are not brought into or used in any part of the premises including the car park.
- (b) No internal decorations of a combustible nature are erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.
- (c) No pyrotechnics, fires of any kind including BBQ's and any form of fireworks are brought into or used in the Hall or car park.

## **10. HEATING**

The Committee shall, when in its view it is appropriate to do so, provide central heating through hot water radiators or other means.

The Hirer shall not bring into or use in the Hall any supplementary heating appliance without prior permission in writing from the Committee.

Portable Liquefied Propane Gas (LPG) heating appliances shall never be used in the Hall.

## **11. ELECTRICAL APPLIANCE SAFETY**

The Hirer shall ensure that any electrical appliance or apparatus brought by them to the premises and used there shall be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989 and subsequent amendments and legislation.

The Hirer shall notify the Committee no less than two weeks in advance of the booking of any electrical equipment they intend to bring into the Hall. The Committee reserves the right to examine any such equipment and to forbid its use.

## **12. HEALTH AND HYGIENE**

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.

No animals or birds shall be brought into the premises (except guide dogs) without prior approval of the Committee. No animal of any kind may enter the kitchen.

## **13. SMOKING**

Smoking is not allowed in the Hall and the Hirer shall ensure compliance with this requirement in accordance with the provisions of the Health Act 2006 and regulations made there under.

## **14. CAPACITY**

Unless prior permission has been given by the Committee, the hirer shall ensure that the maximum permitted number of all people present in each room including the organisers, performers or any others shall not exceed:

Main Hall:	Table format:	100 people (based on 12 tables of 8 people and 4 others).
	Audience format: <i>(Floor level seating)</i>	125 people standing or seated.
	Audience format: <i>(Tiered seating)</i>	100 people standing or seated.
Committee Room:	Committee format:	16 people
	Bar Format:	30 people

When fire, or other safety requirements or dictate then the above numbers shall be reduced to an appropriate level.

## **15. ALTERATIONS**

The Hirer shall make no alterations or additions to the premises nor may they install or attach any fixtures, placards, decorations or other articles in any way to any part of the premises without the prior written approval of the Committee. Failure to observe this condition will empower the Committee to render a surcharge to meet any consequential expense arising from this breach.

Any alteration, fixture or fitting or attachment so approved may, at the discretion of the Committee, remain in the premises at the end of the hiring. It will become the property of the Committee unless removed on the Committee's instructions by the hirer who must make good to the satisfaction of the Committee any damage caused to the premises by such removal.

**The hirer shall not move the piano without prior written permission.**

## 16. STORED EQUIPMENT

Equipment may only be stored in the Hall with the prior written permission of the Committee which accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees may be charged for each day or part of a day at the hourly hire fee until the same is removed or other events can recommence use of the Hall whichever is the later.

In the following circumstances, the Committee may dispose of any items 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.

- (a) Failure by the Hirer 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 act within 7 days on any written instruction by the Committee to remove any property whether stored or brought onto the premises for the purposes of the hiring.

## 17. CONDUCT OF EVENTS

### (a) Finishing times

All functions shall terminate by 12 midnight. All cleaning and washing up or other tidying shall be done on the day and by the time the period of hire ends unless specific agreement to a variation to this condition has been given in writing in advance of the event by the Bookings Secretary.

### (b) Noise levels

The hirer shall keep noise to a reasonable level at all times. Fire doors may not be opened other than in an emergency and never as an aid to access or ventilation.

The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided by the Committee and comply with any other licensing condition for the premises.

The Hirer shall comply with any request by a member of the Committee to reduce noise levels. In the event of failure to comply with such a request the Committee Member shall have the power to close the event immediately without redress and the hirer shall be liable for any fine imposed by any authority so empowered.

### (c) Consumption of Alcohol and Drugs

Subject to inclusion under this agreement the Hall's licensed bar may be available for hire. (See '**Booking the Licensed Bar and Serving Drinks**' available from the Booking Secretary or downloadable from the website.)

Alcoholic beverages shall only be sold from the licensed bar under the control of the Committee. **Under no circumstances** may alcoholic liquor be sold on the Hall premises or in surrounding areas by the hirer or anyone acting on their behalf to persons attending the event. Subject to prior written agreement, the hirer may supply, at their expense, alcoholic or soft drinks for consumption at the event.

The Hirer shall ensure that drunk and disorderly behaviour does not occur on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or 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 onto the premises. Alcoholic drinks shall not be taken outside the Hall building.

(d) Licensable activities

The Hirer shall ensure that the Village Hall holds a current Performing Society Rights Licence which permits the use of copyright music in any form that they propose during the period of hire. (Examples include: playing records, compact discs, DVDs, tapes, videos, radio and television or giving live performances.) If other licences are required in respect of any activity in the Hall the Hirer shall ensure that they or the Committee hold the relevant licence.

(e) Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

(f) Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

(g) Sale of goods

The Hirer shall, if selling goods or trading 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. Any discounts offered shall be based only on Manufacturers' Recommended Retail Prices.

(h) 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.

(i) Safeguarding and Protecting Children and vulnerable adults

The Hirer shall ensure that they and all staff and volunteers, agents and invitees providing a service on their behalf work to the safest possible standards and are familiar with and agree to follow the expectations of the procedures produced through the Oxfordshire Safeguarding Children's Board that are available to view at <http://www.oscb.org.uk/wps/wcm/connect/occ/OSCB/Home/>. The Hirer shall ensure that the same standards are applied to the safety and wellbeing of vulnerable adults for whom they are providing services. Specifically, the Hirer shall ensure that all staff and volunteers who are engaged in a regulated activity (i.e. those who have unsupervised contact with children or young people on a regular basis\*) or are similarly involved with the care of vulnerable adults, have undergone appropriate CRB checks. (\*Defined as once a week or 4 or more times in 30 days)

On request, the Hirer shall provide the Committee with a copy of their Child or Vulnerable Adult Safeguarding and Protection Policy and CRB checks. The Committee shall be entitled to require the Hirer to sign a declaration to confirm that these policies and procedures are or will be followed in full.

## **18. CANCELLATION**

The Committee may at any time cancel any hiring by written notice to the Hirer in the event that:

- (a) the premises are required for use as a Polling Station for a Parliamentary, Local Government or Statutory election or by-election

- (b) they reasonably consider:
- i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or the premises are being misused in any way.
  - ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring or
  - iii) the Hirer has failed or will fail to comply with the requirements of section 17(i).
- (c) the premises becoming unfit for the use intended by the Hirer or
- (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.

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

The basis on which an extended agreement to multiple bookings may be cancelled by the Committee or the Hirer shall be specified in Annex 3: Schedule of Special Conditions.

### **19. HOLTON ORCHARD**

Use of or access to Holton Orchard located alongside the Hall is not included under this agreement but arrangements for these may be permitted at the discretion of the Committee under a separate contract.

### **20. VARIATIONS TO THE CONTRACT PRICE**

The Committee shall give notice in writing of any variation to the cost of the hire of the Hall no less than eight weeks in advance of an event. On receipt of such notice the Hirer may withdraw from the contract without penalty by written notice to be received by the Committee within fourteen days of the date of the notice of variation. Failure to notify withdrawal in this way will be interpreted as acceptance of the variation.

Upon representation by the Hirer and at their sole discretion the Committee may agree to vary the application of a notified change in the cost of the hire and their decision in the matter will be final.

### **21. END OF HIRE**

The Hirer acknowledges that by these words their attention has been drawn to the Cleaning and Departure Check List available in the Hall and shall ensure that the procedures it specifies are adhered to at the end of use of the Hall including particularly but not solely:

- (a) Completion of the cleaning the premises including removal of any litter from the car park.
- (b) Restoration of any items of equipment to their usual positions.
- (c) Locking the metal gate to the rear car park and returning the key to the designated position.
- (d) Locking the premises properly also ensuring all fire exit doors are secured.
- (e) Returning the keys in the way and by the time determined by the Bookings Secretary.

Failure to follow the End of Hire procedures shall entitle the Committee to make an additional charge or deduction from any damage deposit that has been paid by the Hirer.

**These standard conditions apply to every hiring of Holton Village Hall. If the Hirer is in any doubt as to their meaning they should consult the Booking Secretary before signing the Contract of Hire. By signing Part 1 of the contract the Hirer signifies that they have read, understood and accepted all the conditions in each of the applicable parts of the contract.**

**Holton Village Hall Committee**

**Postal Address:**

Holton Village Hall Committee

Holton Village Hall

Holton OX33 1PR

**Authorised Representative of the**

**Committee:**

The Bookings Secretaries

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