

HOLTON VILLAGE HALL CONTRACT OF HIRE FOR CAR PARK ONLY

PART 2A: STANDARD CONDITIONS

1. THE CONTRACT

The **Contract of Hire Part 1: Booking Form** and **Part 2A: Standard Conditions for Car Park only** form the Contract of Hire.

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 car park of 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.

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.

HOLTON VILLAGE HALL CONTRACT OF HIRE FOR CAR PARK ONLY

PART 2A: STANDARD CONDITIONS

(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, car park 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

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.
- Evacuation on discovery of a fire

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

The Hirer shall check the following items:

- That there are no obvious fire hazards on the premises.

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 Car park by the Hirer.

HOLTON VILLAGE HALL CONTRACT OF HIRE FOR CAR PARK ONLY

PART 2A: STANDARD CONDITIONS

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)

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 pyrotechnics, including BBQ's or any form of fireworks are brought into or used in the Car park..

10.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 Car Park. The Committee reserves the right to examine any such equipment and to forbid its use.

11.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.

12.SMOKING

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

13.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.

14.STORED EQUIPMENT

Equipment may only be stored in the Car Park 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.

HOLTON VILLAGE HALL CONTRACT OF HIRE FOR CAR PARK ONLY

PART 2A: STANDARD CONDITIONS

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.

15. CONDUCT OF EVENTS

(a) Finishing times

All functions shall terminate by 12 midnight, including any clearing up.

(b) Noise levels

The hirer shall keep noise to a reasonable level at all times.

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

The Hirer shall ensure that drunk and disorderly behaviour does not occur on the premises or in its immediate vicinity. No illegal drugs may be brought onto the premises.

(d) 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.

(e) 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.

(f) 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.

(g) 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)

HOLTON VILLAGE HALL CONTRACT OF HIRE FOR CAR PARK ONLY

PART 2A: STANDARD CONDITIONS

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.

16.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.

17.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.

18.VARIATIONS TO THE CONTRACT PRICE

The Committee shall give notice in writing of any variation to the cost of the hire of the Car Park 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.

19.END OF HIRE

The Hirer acknowledges that by these words their attention has been drawn to the Cleaning and Departure Check List and shall ensure that the procedures it specifies are adhered to at the end of use of the Car Park 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) 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.

HOLTON VILLAGE HALL CONTRACT OF HIRE FOR CAR PARK ONLY PART 2A: STANDARD CONDITIONS

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 Secretary
Phone: c/o 01865 857063
Email: bookings@holtonvillagehall.co.uk