Hire Agreement - Occasional Users.

This Agreement is made between Langton Green Village Charitable Trust No 207844 (the Trustees) and the Hirer.

Payment in full is required to secure booking. The booking is not confirmed until payment is received.

A £50 refundable damage deposit (£100 for evenings) is required at the time of booking. This deposit will be returned within 28 days of the booking provided no damage has been caused, the premises are vacated by the booked time, no additional cleaning is required and no complaints have been received from neighbours regarding noise or behaviour.

On receipt of payment in full and damage deposit the Trustees permit the Hirer to use the premises for the purpose and period described above subject to the Terms and Conditions of Hire set out below.

The Hirer not being a person under 18 years of age, hereby accepts responsibility for being charge, off and on the premises at all times when the public are present and for ensuring that all conditions under this agreement relating to the use, management and supervision of the premises are met.

These conditions apply to all hirings in the Village Hall. If the Hirer is in any doubt as to the meaning of the following they should consult the Hall Manager immediately.

The Standard Village Halls Terms and Conditions of Hire.

1. Use of the premises.

The Hirer shall not use the premises for any purpose other described in the hiring agreement 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 not do anything or bring onto the premises anything which could endanger the same or render invalid any insurance policies in respect thereof nor allow consumption of alcohol without written permission. No teenage parties involving the consumption of alcohol are permitted.

Langton Green Village Hall hereinafter referred to as the Village Hall has a premises licence authorising the following regulated entertainment and licensable activities inside the premises every day at the times indicated.

Performance of plays (indoors only)	1200 to 2300 hours
Exhibition of films	1200 to 2300 hours
Indoor sports events	0900 to 2300 hours
Performance of live music	0900 to 2300 hours
Playing recorded music	0900 to 2300 hours
Performance of dance	0900 to 2300 hours
Making music	0900 to 2300 hours
Dancing	0900 to 2300 hours
Sale and or consumption of alcohol*	1100 to 2300 hours

* permission is required from the Committee and only for persons aged 18 years and above.

The Village Hall is not licensed for any other entertainment than the above, Boxing and Wrestling, or the provision of hot food and drink after 2300 hours.

A Temporary Event Notice (TEN) will need to be given to the licensing authority to hold a licensable activity on the premises for these or any other activity not licenced by the above. In these circumstances the Hirer shall obtain the written consent of the Committee on the form provided for this purpose before giving the licensing authority a TEN. There is a limit to the number of TENs which can be granted annually for any premises. Failure on the part of the Hirer to obtain permission will result in cancellation of the hiring without compensation.

The Hirer agrees not to exceed the maximum permitted number of people per room including organisers and performers as follows: Main Hall (Mary Watson Hall): 120 persons, Palmer Room: 50 person, Ellis Room: 30 persons.

2. Supervision.

The Hirer agrees to be present (or by its authorised representative, if appropriate) for the duration of the hire and to comply fully with this hire agreement. The Hirer shall during the period of the hiring be responsible for supervision of the premises, the fabric and contents, their care, safety from damage however slight or change of any sort, and the behaviour of all persons using the premises in their capacity. As directed by the Hall Manager, the Hirer will make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for the loss of contents.

3. 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.

4. Licensable Activities.

The Hirer shall ensure that the Village Hall holds a Performing Rights Society licence which permits the use of copyright music in any form eg digital, record, CD, tape, radio, TV or by performers in person. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence.

5. 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, the Village Hall 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 Hall's health and safety policy.

The Hirer acknowledges that they have received instruction in the following matters:

Action to be taken in the event of fire, this includes calling the Fire Brigade and evacuating the Hall.
Location and user of fire equipment
Escape routes and the need to keep them clear.
Method of operation of escape door fastenings.
Appreciation of the importance of any fire doors and of closing all fire doors at the time of the fire.

In advance of an entertainment or play the Hirer shall check the following items:

All fire escapes are unlocked and panic bolts are in good working order.
All escape routes are free of obstruction and can be safely used.
Fire doors are not wedged open.
Exit signs are illuminated.
There are no obvious fire hazards on the premises.

6. Means of Escape.

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the premises occupied.

7. Outbreaks of Fire.

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof given to the Hall Bookings Manager.

8. 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 Food Temperature Regulations. The premises are provided with refrigerators.

9. Electrical Appliance Safety.

The Hirer shall ensure that any electrical appliances 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. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety.

10. Insurance and Indemnity.

(a) The Hirer shall be liable for:

(i) The cost of any repair (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 Village Hall Trustees, 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 storage of equipment) by the Hirer and

(iii) All claims, losses damages and costs made against or incurred by the Village Hall Trustees, 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 according to each member of the Village Hall Management Committee and the Village Hall's employees, volunteers, agents, and invitees against such liabilities.

(b) The Village Hall is insured against the liabilities described in sub-clause (a) (i) above and may, in its discretion and in the case of Commercial Hirers insure liabilities described in sub-clauses (a) (ii) and (iii) above.

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

11. Accidents and Dangerous Occurences.

The Hirer must report all accidents involving injury to the public to a member of the Village Hall Committee as soon as possible and complete the relevant section in the Village Hall's Accident Book which can be found in the Kitchen. Any failure of equipment belonging to the Village Hall or brought in by the Hirer or their agents must also be reported as soon as possible.

Certain types of accidents or injury must be reported on a special form to the Incident Contact Centre. The Hall Manager will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be

contacted by phone on 0845 3009923, online at www.riddor.gov.uk, or via the HSE web site www.hse.gov.uk, or by post to the Incident Control Centre, Caerphilly Business Park, Caerphilly, CF83 3GG.

12. Explosives and Inflammable Substances.

The Hirer shall insure that:

(a) Highly inflammable substances, including lit candles, night light and lanterns, are not brought into or used in any part of the premises and

(b) No internal decorations of a combustible nature (eg polystyrene, cotton wool etc) shall be erected without the consent of the Committee. No decorations are to be put near light fittings or heaters.

13. No Unauthorised Heating Appliances.

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the Committee. Portable Liquefied Gas heating appliances must not be used.

14. Consumption of Alcohol, Drunk and Disorderly Behaviour and Supply of Illegal Drugs.

The Licencing Act 2003 makes it a criminal offence to:

- sell alcohol to someone under the age of 18, or knowingly allow the sale of alcohol to anyone under the age of 18,
- for anyone under the age of 18 to buy or attempt to buy alcohol, or
- for anyone over 18 to buy, or attempt to buy alcohol for someone under the age of 18.
  The maximum fine for any of the above is £5,000.

It is illegal for anyone under the age of 18 to consume alcohol on the Village Hall premises.

It is the Law that those selling or providing alcohol must be over the age of 18. The Licencing Act 2010 makes it the Law that all persons selling or providing alcohol must check the ID of anyone appearing to be under the age of 18 years of age. Reliable proof-of-age documents are:

- a photo driving licence,
- a passport,
- a proof-of-age scheme card carrying the PASS hologram.

The hirer will indemnify the Trustees and the Designated Premises Supervisor against any claims made against them in breach of the Licencing Acts 2003 and 2010.

The Hirer shall ensure that in order to avoid disturbing the neighbours to the Village Hall and avoid behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in the immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, or 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.

15. Animals.

The Hirer shall ensure that no animals, including birds, except guide 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.

16. Compliance with The Children Act 1989.

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children. Checks may also apply where children over eight years of age and vulnerable adults are taking part in activities. The Hirer shall provide the Committee with a copy of their CRB check and child protection policy on request.

17. Advertising/Fly Posting.

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertising for any event taking place on the premises and shall indemnify each member of the Committee and their employees and contractors 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.

18. 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 on Manufacturer's Recommended Retail Prices.

19. Film Shows.

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers shall ensure that they have the appropriate copyright licences for film.

20. Cancellation.

If the Hirer wishes to cancel the booking before the date before the event and the Village Hall is unable to conclude a replacement booking, the following terms will apply:

(a) a 50 % refund will be given for cancellations made 28 to 15 days before the booking date.
(b) no refund will be given for booking cancelled 14 days or less before the booking date.

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

(c) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
(d) the Village Hall Committee reasonably considering that (i) the hiring will lead to a breach of the 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.
(e) the premises becoming unfit for use intended by the Hirer.
(f) an emergency requiring the use of the premises as a shelter for victims of flooding, snowstorms, fire, explosion or those at risk of these or similar disasters.

21. End of Hire.

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, on time, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to not refund the Damage Deposit and make an additional charge.

22. 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. The Hirer shall if using sound amplification equipment make use of the noise limitation device provided at the premises and any other licensing conditions.

23. Stored Equipment.

The Village Hall 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 will charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Village Hall may use its discretion in the following circumstances:

(a) Failure by the Hirer to pay any charges in respect of stored equipment due and payable or to remove same within 7 days after the agreed storage period has ended.

(b) Failure by the Hirer to dispose of any property brought onto the premises for the purpose of the hiring. This may result in the Committee disposing of any such 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.

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 prior written approval from the Hall Manager. Any alterations, fixture or fittings attachment so approved shall at the discretion of the Committee remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Hall Manager any damage caused to the premises by such removal.

25. No Rights.

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

26. Dangerous and Unsuitable Performances.

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

27. No Smoking.

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 thereunder. Any persons who breaches this provision shall be asked to leave the premises.

28. Smoke/Mist/Fog/Haze making machines.

No machines which emit smoke, mist, fog, haze, or any other device which activates our fire alarm system, are to be used on the premises. If a machine is used which activates the fire alarm, the Hirer will be liable to repay any call-out costs required to reset the alarm system.