

INDIVIDUAL EVENT: Hiring Agreement for Dalton and Gayles Village Hall

1.1 Dalton & Gayles Village Hall (hereinafter referred to as **Village Hall**)

(a) Registered Charity No |
1081889

(b) **Authorised Representative**
for the purposes of this agreement

Alison Brooks

Address

Rose Cottage, Dalton, Richmond,
N. Yorks. DL11 7HX

Telephone Numbers

01833 621469 & 07751120424

1.2 Hirer:

Name

And Organisation
if applicable

Address

Contact Telephone
Numbers

1.3 Dates(s) required:

1.4 Premises - tick areas needed:

Date(s)	Time from	Time to	Additional prep or clear up time	Total hire time

Main Hall

Meeting/Supper Room	
Kitchen	

1.5 Purpose/description of event subject to this hiring agreement:

Event
Agreed capacity (see 2.1)
State whether this will be a public or private event?

1.6 Is food to be served at the event? (delete as appropriate)

YES / NO

1.7 Hire Fee & Deposit

Deposit	Full Fee	Balance

1.8 Date Payable

1.9 Name of **Key Holder** nominated by Hirer for this event.

1.10 **Key Fob Number** of Hall key issued for duration of hiring event.

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1.11 **£100 penalty for non-return of key.**

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1.12 Name of **Temporary Responsible Person *** nominated by Hirer for this event.

* See Standard Conditions of Hire 6, 7 & 8 - the Temporary Responsible Person would be responsible in the event of a fire for

- Informing attendees of fire procedures at the start of the event
- Setting off the alarm
- Supervising the evacuation of the hall
- Calling the fire brigade
- Notifying a named committee member

2.1 The hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.

	Standing	Seated in rows	Seated at tables	Dance
Main Hall	200	114	90	200 ¹
Super Room	40	20	15	N.A.

This allows for only 42 people sitting. If more seating is required the numbers allowed at the event would be less

2.2 The Village Hall has a Premises Licence, issued by Richmondshire District Council, authorising the following regulated entertainment and licensable activities at the times indicated. Please confirm which licensable activities will take place at your event in the right-hand column below:

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		Yes	7.30 – 00.00	
b. The exhibition of films		Yes	7.30 – 00.00	
c. Indoor sporting events		Yes	7.30 – 00.00	
d. Boxing or wrestling entertainment		No	Not applicable	Not applicable
e. The performance of live music		Yes	11.00 – 00.00	

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f. The playing of recorded music		Yes	11.00 – 00.00	
g. The performance of dance		Yes	11.00 – 00.00	
h. Entertainments similar to those in a – g above (specify nature)		Yes	11.00 – 00.00	
i. Making music		Yes	11.00 – 00.00	
j. Dancing		Yes	11.00 – 00.00	
k. Entertainment similar to those in i – j above (specify nature)		Yes	11.00 – 00.00	
l. The provision of hot food/drink after 11pm		No	Not applicable	Not applicable
m. The sale or supply of alcohol		Yes	11.00 – 00.00	

Have you indicated at 2m above that alcohol will be available at your event?

If you answer **yes** to the above question, see options below: -

- If you are providing free drinks to your guests, you need only complete the Bar Requirements Booking Form.
- If you are running your own bar selling alcohol or if 'free' alcohol is provided in the price of a ticket (this type of supply is a 'sale' of alcohol) you must complete the Bar Requirements Booking Form and **you must apply for licence for a Temporary Event from North Yorkshire Council:**
<https://www.northyorks.gov.uk/licensing-and-registration/alcohol-and-entertainment-licences/temporary-event-notice>
- If you would like to request a bar to be provided by the hall committee (if available) you must complete the attached Bar Requirements Booking Form, detailing your requirements, prior to this request being confirmed as available or unavailable.

2.3 The hirer hereby acknowledges receipt of a copy of the **Standard Conditions of Hire, Cleaning and End of Hire Check List and** where a licensable activity will take place (see table at 2 above), **the Conditions of the Premises Licence**, in accordance with which the hiring must be undertaken, and agrees to comply with all obligations therein.

2.4 The hall *has* a PUBLIC PERFORMANCE LICENCE with the Performing Right Society for the performance of copyright music. Customer number 27387.

3. The Hirer agrees with the Village Hall to be present during the hiring and to comply fully with all the terms of this Hire Agreement and conditions attached.
4. It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence (see clause 2.3), a Temporary Events Licence or that the Village Hall Management Committee deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Village Hall and the Hirer.
5. 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.
6. **Covid Related Government Legislation** - In order to comply with the Hall's insurance, it is the responsibility of any hirer to ensure that their activity complies with Government legislation at the time that the event is held. The Management Committee reserves the right to refuse or cancel any booking in light of any changes that may take place in Government legislation. It is recommended that Hirers consider taking out their own event insurance to cover any loss caused by unforeseen cancellation.
Hand sanitiser is provided at the main entrance to the Hall. If your event or activity involves participants who may be considered vulnerable to Covid-19 infections, please bring antibacterial wipes with you to wipe down frequently touched surfaces such as door handles, light switches etc.

AGREED as follows:

In consideration of the hire fee described in clause 1.7, 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 1.3. The details inserted in sub-clauses 1.4 to 1.6 below and the answers to the questions in sub-clauses 1.7 to 1.10 and clause 2 are terms of this Hire Agreement. This Hiring Agreement also includes the annexed Standard Conditions of Hire and the Special Conditions of Hire as set out in the attached Schedule(s).

As Witness the hands of the parties hereto:

Signed by the person named at 1.1(b) above, duly authorised, on behalf of the **Village Hall's Management Committee**

DATE:

Signed by the Hirer, the person, named at 1.2(a) above

DATE:

Standard Conditions of Hire: Dalton & Gayles Village Hall

These standard conditions apply to all hiring of the Village Hall. If the Hirer is in any doubt as to the meaning of the following, the Authorised Representative (named in 1.1b above) should immediately 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, under this Agreement, relating to management and supervision of the premises are fully 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, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Authorised Representative (named in 1.1b above), 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 any contents. (See inventory)

3. Use of premises

The Hirer shall not use the premises for any purpose other than that 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 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 from the management committee by means of a Bar Requirements Booking Form.**

4. 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.

5. Licensable activities

The Hirer shall ensure that the Village Hall holds a PUBLIC PERFORMANCE LICENCE which permits the use of copyright music in any form, e.g., record, compact disc, tapes, radio, television 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 & current licence or that the Village Hall holds it.

6. 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 Village 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 Village Hall's Health and Safety Policy (a copy of which is held in the Users' File, on display in the kitchen).

(a) The Hirer acknowledges that they have received a copy of the Village Hall's Fire Risk Assessment, including a Fire Plan, as well as information on the following matters and that these will be passed onto the named Temporary Responsible Person:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. (Included in plan of the Village Hall attached to these conditions of hire.)
- Escape routes and the need to keep them clear.
- Method of operation of Fire Escape door.
- The importance of any fire doors and of closing all fire doors at the time of a fire.
- The location of the Assembly Point.

(b) In advance of the event the Hirer and the named Temporary Responsible Person shall check the following items:

- That they have in place any necessary suitable insurance cover.
- That all fire exits are unlocked and panic bolts are in good working order.
- The maximum number of people allowed at the event.
- That all escape routes are to be kept free of obstruction.
- That any fire doors are not wedged open.
- That exit signs are illuminated, using the light switch in the entrance hall.
- That they ensure there are no obvious fire hazards on the premises.

(c) At the start of the event the named Temporary Responsible Person shall make an announcement informing attendees of procedures in the event of a fire.

(d) During the event, the named Temporary Responsible Person shall ensure:

- that the maximum number of people agreed for the event is not exceeded
- that the fire door between the kitchen and the Supper Room is closed when the kitchen is unoccupied.

7. Means of escape

(a) All means of exit from the premises must be kept free from obstruction and available at all times for immediate public exit. Seating and other furniture must be laid out in a manner which facilitates easy access to all escape routes including darkened, smoke or panic situations.

(b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device) using the light switch in the entrance hall.

(c) Ensure parked vehicles are not obstructing fire escape routes, using cones if appropriate.

8. Outbreaks of fire

The named Temporary Responsible Person must:

- ensure that the fire alarm is set off
- supervise the evacuation of the hall
- ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details thereof shall be given to the hall's Authorised Representative (named in 1.1b above).

9. 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 and meat on the premises must be refrigerated and stored in compliance with the relevant & current Food Temperature Regulations. The premises are provided with a refrigerator and refrigerator thermometer.

10. 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.

11. 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 Village Hall Management 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
- (iii) all claims, losses, damages and costs made against or incurred by the Village Hall Management 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 11b, The Hirer shall indemnify and keep indemnified accordingly 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 shall take out adequate insurance to insure the liabilities described in sub-clauses 11(a)(i) above and may, at its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 11(a) (ii) and (iii) above. The Village Hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Village Hall Management Committee and the Village Hall's employees, volunteers,

agents and invitees against any insurance excess incurred and the difference between the amount of the liability and the monies received under the insurance policy.

- (c) Where the Village Hall does not insure the liabilities described in sub-clauses 11(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 Authorised Representative (named in 1.1b above). Failure to produce such policy and evidence of cover will render the Hiring Agreement void and enable the Authorised Representative (named in 1.1b above) to rehire the premises to another hirer.

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

12. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of the Village Hall Management Committee **as soon as** possible and complete the relevant section in the Village Hall's Accident Book, which is available in the First Aid Kit Pack in the large cupboard in the main entrance (marked FIRST AID). Any failure of equipment belonging to the village hall or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the Health & Safety Executive's Incident Contact Centre, in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Authorised Representative (named in 1.1b above) will give assistance in completing this form. The Health & Safety Executive Incident Contact Centre should be contacted in any of the following ways:

- Telephone: 0845 3009923
- Facsimile: 0845 3009924
- Website: www.riddor.gov.uk or via the HSE website: www.hse.gov.uk
- Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG.

13. Explosives, flammable substances and electrical equipment

The hirer shall ensure that:

- (a) Highly flammable substances are **NOT** brought into, or used in the premises; including fuel, flammable gas or fireworks. No deep fat frying is to take place. Naked flames such as candles are not to be used.
- (b) No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) shall be erected without the written consent of the Village Hall Management Committee. No decorations are to be put up near light fittings or heaters. Any items such as furniture which are brought in need to be fire resistant.
- (c) All portable electrical equipment brought into the hall must be in good condition and free from wiring defects. All electrical equipment must be used in a safe manner and must not cause overloading issues.

14. Heating

Portable heaters of any kind are not allowed to be brought onto or used on the premises.

15. 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; care shall be taken to avoid excessive consumption of alcohol. The Hirer shall ensure that drunk and disorderly behaviour is NOT permitted neither on the premises nor 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.

16. 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.

17. 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 of 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 and vulnerable adults are taking part in activities. The Hirer shall provide the Village Hall Management Committee with a copy of their CRB check and Child Protection Policy on request.

18. 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 Village Hall's Management 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.

19. 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. Further detail can be found in Village Hall Information Sheet 34, Sale of Goods (a copy of which is held in the Users' File, in the kitchen).

20. Film shows

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

21. Cancellation

If the **Hirer** wishes to cancel the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the hiring fee shall be at the discretion of the Village Hall.

The **Village Hall Management Committee** reserves the right to cancel this hiring agreement 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 such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or 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.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the village hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. Noise

The Hirer shall ensure that the minimum of noise is made on arrival at and departure from the Village Hall, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises. All windows shall be kept closed during the period of hire to reduce the noise level at the boundary of the premises and so prevent nuisance.

23. 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 agreed stored equipment) 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, use its discretion 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 dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Village Hall Management 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 the prior written approval of the Authorised Representative (named in 1.1b above). Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring and will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Village Hall Management Committee 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. 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 made thereunder. Any person who breaches this provision shall be asked to leave the premises.

28. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, 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 make an additional charge.

See Cleaning and End of Hire Check List attached.

Dalton & Gayles Village Hall

BAR REQUIREMENTS BOOKING FORM – one off users only

Hirer

Date required Time from to

N.B. maximum hours 11.00 a.m. – 11.30 p.m.

Purpose / event

PLEASE SELECT ONE OF THE FOLLOWING...

The Hirer is to provide free drinks to guests.

The Hirer to provide **their own bar** and so be responsible for the bar at the event, **or ‘free’ alcohol is provided** in the price of a ticket - this type of supply is a ‘sale’ of alcohol.
N.B. Hirer must apply for licence for a Temporary Event from North Yorkshire Council for both of these options:
<https://www.northyorks.gov.uk/licensing-and-registration/alcohol-and-entertainment-licences/temporary-event-notice>

The Hirer would like to request that the Village Hall Committee stock and run the bar and retain all profits (N.B. confirmation as to whether this is available or unavailable is required).

Please complete and keep one copy and return one copy with the booking form.

PERMISSION GIVEN BY

.....

DATE

Please tick box when done.

KITCHEN

- All pots/pans/kitchen equipment to be washed clean, dried and returned to correct cupboard.
- Sink and all work surfaces to be cleaned and clear.
- Waste bin liner to be tied and placed in an outside refuse bin to the side of the hall.
- All appliances to be turned off at the power sockets except fridge - SEE ** BELOW.
- Ensure fridge is emptied of your property and cleaned but should be left on at setting number 1 **.
- Dishwasher – see separate instructions for use. If it has been used, then the appliance must be emptied at the end of the wash cycle and set to drain.
- Tea towels and fabric cloths provided should be laundered and returned within 7 days of hire.
- Floor should be clear from debris and grease and if heavily soiled, washed clean prior to leaving hall.
- Drinks water heater – see separate instructions on appliance side, drain once power and water are switched off.
- Any trays used must be washed clean and dried, prior to being returned to the appropriate kitchen cupboard.
- If oven has been used, then clean if necessary.
- If hob has been used, clean with ceramic hob cleaner and a clean soft cloth.

SUPPER ROOM

- Hot water immersion heater must be turned off – see separate instructions next to the controller on the wall.
- Leave floor clear of all visible debris, vacuuming if needed.
- Ensure all chairs and tables are cleaned and returned to the sides of the room, safely stacked (3 chairs maximum high piles). 20 chairs only in this room.
- Leave window curtains open.

TOILETS

- All WCs to be flushed and thoroughly cleaned, basins are to be cleaned and the floor mopped.
- Paper towels and any other debris to be placed in bins; bin liners to be tied if full and removed to an outside bin.

MAIN HALL

Bar Area

- All glasses to be washed and dried and returned to the shelves provided within the bar area.
- All work surfaces and sink cleared and cleaned.
- Remove any alcohol you have provided.
 - If full or containing food debris, tie the waste bin liner and place it in outside refuse bins to the side of the hall.
- Ensure cooler, if used, is emptied of your property and cleaned, prop the doors open to allow drying out.

Hall & Stage

- Floor to be checked and swept as necessary, however if glass has been broken, then the whole area should be vacuum cleaned, after visible shards have been removed and disposed of by safely wrapping them prior to disposal in the external waste bins.
- Leave window curtains open and stage curtains closed.
- All items used are to be cleaned. Round tables and rectangular tables to be stacked on the fire exit side of the stage. Chairs to be stacked on the stage – 2 rows only, 3 chairs maximum high. Additional chairs (other than 20 in the Supper Room) to be stored stacked 3 high, along the side walls of the hall (not in front of heaters), or in the outside shed.

HEATERS

- Ensure each heater in the main hall and Supper Room is still set to the maximum setting on its dial, as this enables the controller on the wall to work as programmed. Entrance area heater to be set to minimum on dial.

Date : _____ **Time:** _____ **Signed:** _____