

Winchelsea New Hall Hiring Agreement

Part 1: Particulars

DATED:

PARTIES: (1) Winchelsea Village Hall ("New Hall") registered charity number 235174 acting by its management committee ("NHMC") and
(2) The person or organisation named in 2 below ("Hirer").

1. **NHMC's** signatory is Robert Holland, South Mariteau, Winchelsea TN36 4ES.
Phone: 07772 008506 Email : robertholland077@gmail.com

2. **Hirer** is:

Phone:

Email:

3. **NHMC** agrees to permit the Hirer to use the **Premises** set out in 4 below during the hours, on the date and for the purpose set out in 5 below in consideration of the **Hire Fee** set out in 6 below.

4. **Premises** means Winchelsea New Hall, Rectory Lane, Winchelsea, TN36 4AA. It includes the use of the adjoining car park but excludes any right of access to or use of the adjoining cricket field.

5. **Hours, date and purpose of hiring:**

6. **Hire Fee:** **hours at £13.00 per hour = £**

7. The Hire Fee and any deposits may be made by **cheque payable to "Winchelsea Village Hall"** or by **cash or transfer to NHMC's account at Nat West sort code 60 18 09 Account no 59123176** or as specified by NHMC.

8. **Advance Booking and Security Deposits are not required unless specified here:**

9. **NHMC's Representative** means the person, firm or company if any appointed as such.

10. It is agreed that **Part 2: Standard Conditions of Hire** and **Part 3: Regulations** form part of the terms of this Agreement unless specifically excluded by agreement in writing. In signing this Agreement the Hirer or if it is an organisation its representative acknowledges receipt of copies of **Part 2: Standard Conditions of Hire** and **Part 3: Regulations** and agrees to comply with them.

11. The Hirer agrees to be present (by its authorised representative if appropriate) during the Hire period and to comply fully with this Agreement.

12. None of the provisions of this Agreement are intended to and shall not 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.

As Witness the hands of the parties:

Signed in facsimile by NHMC's signatory
who is duly authorised on behalf of NHMC

Robert Holland

Signed by the person named at 2 above
who is the Hirer or who is duly authorised
on behalf of the Hirer, if applicable:

Part 2: Standard Conditions of Hire

These standard conditions apply to all hirings of the New Hall and form part of the Hiring Agreement concluded with the Hirer. **If the Hirer is in any doubt as to the meaning of the conditions, the NHMC's Representative should be consulted.**

1. Booking deposits and security deposits

- (a) If this agreement is signed more than 4 weeks before the event, a booking deposit if required shall be paid on signing this agreement and the balance shall be paid 4 weeks before the event. If it is signed 4 weeks or less before the event, the Hire Fee shall be paid in full on signing this agreement.
- (b) All booking deposits are non-returnable.
- (c) The Hirer may in addition be required to pay a security deposit to cover the cost of any damage, loss or cleaning costs. If a security deposit is required it shall be paid on signing this agreement.
- (d) The security deposit will be refunded within 14 days of the end of the Hire period but NHMC shall be entitled to deduct from the security deposit the cost of any damage, loss or cleaning costs reasonably incurred by NHMC in relation to the hire.

2. Bookings and payment

- (a) The Hirer must be 21 years old or over and if not known to any member of NHMC may be required to provide proof of identity.
- (b) Bookings will only be accepted on a completed Part 1: Hiring Agreement form submitted to the Bookings Secretary together with due payment.
- (c) The Hire Fee is calculated in accordance with the hiring rates published from time to time by NHMC. All year round rates for use of the hall are currently: Standard Use **£13.00** per hour, Commercial Use **£15.00** per hour, Regular User rate **£10.00** per hour. Rates for Weddings are available on request.
- (d) If payment in full is not received by the due date the booking will be deemed to be cancelled by the Hirer and the Cancellation by Hirer provisions below shall apply.
- (e) Payments by cheque will be cashed on receipt. Post dated cheques will not be acceptable.

3. Cancellation by Hirer

If the Hirer wishes to cancel the booking before the date of the event, the question of the payment or the repayment of the fee and any advance booking deposit shall be at the discretion of NHMC.

4. Cancellation by NHMC

NHMC reserves the right to cancel this hiring or in the case of (e) below any session by written notice to the Hirer in the event that:

- (a) The Premises are required for use as a Polling Station for a Parliamentary or Local Government or other election or by-election or referendum or similar event; or
- (b) NHMC reasonably considers that the hiring is likely to lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or that unlawful or unsuitable activities may take place at the Premises as a result of this hiring; or
- (c) The Premises become unfit for the use intended by the Hirer; or
- (d) An emergency arises 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; or
- (e) Where the Hirer is a Regular User NHMC reserves the right to cancel any session in favour of a one-off event requiring use of the Premises

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

5. 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 Disclosure and Barring Service checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer must provide NHMC with a copy of their Vulnerable Persons Policy on request.

6. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer must ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour care is taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the Premises or in its immediate vicinity. Alcohol must 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 excessively 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.

7. 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 which have been temporarily removed from their usual positions should be replaced. NHMC shall be entitled to make an additional charge in the event of breach of this condition.

8. Explosives and Flammable Substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the Premises;
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of NHMC; and
- (c) No decorations are put up near light fittings or heaters

9. 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 NHMC 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.

10. 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.

11. Indemnity

a) The Hirer shall indemnify and keep each member of NHMC and the New Hall's employees, volunteers, agents and invitees indemnified against:

- (i) the cost of repair of any damage done to any part of the Premises including the curtilage of the Premises or the contents of the Premises
- (ii) all claims, losses, damages and costs 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 suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the Premises by the Hirer.

b) Unless NHMC agrees otherwise, the Hirer must take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 11(a) (i) and all claims arising as a result of the hire and on demand must produce the policy and current receipt or other evidence of cover to NHMC's Representative. Failure to produce such policy and evidence of cover will render the hire void and enable NHMC to hire the Premises to another hirer.

12. No Alterations

No alterations or additions may be made to the Premises and no fixtures may 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 NHMC's Representative. Any alteration, fixture or fitting or attachment so approved shall at the discretion of NHMC remain in the Premises at the end of the Hire period. It will become the property of NHMC unless removed by the Hirer who must make good to the satisfaction of NHMC any damage caused to the Premises by such removal.

13. No Rights

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

14. Performing Rights Licence

The New Hall holds a Performing Rights Society Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, and television or by performers in person. If other licences are required in respect of any activity in the New Hall the Hirer should ensure that they hold the relevant licence or that the New Hall holds it.

15. Premises licence and Temporary Event Notices (“TENS”)

(a) The New Hall has a Premises Licence (“**Premises Licence**”) from the Licensing Authority authorising among other things the retail sale of alcohol.

(b) If the Hirer wishes to sell alcohol it must first apply to NHMC for consent.

(c) NHMC will not unreasonably withhold consent to (a) Winchelsea residents and/or (b) clubs, societies and other organisations which are regular users of the Premises holding a licensed bar for the sale of alcohol by retail under the terms of the Premises Licence provided that the bar is supervised by a personal licence holder and entry to the event is by invitation only.

(d) In all other cases the Hirer must:

(i) Apply to NHMC for consent for a TEN to be served on the Licensing Authority

(ii) Upon obtaining NHMC’s consent serve a TEN on the Licensing Authority with the appropriate fee

(iii) Provide a copy of the TEN to NHMC

(iv) Notify NHMC of any objection to the TEN; and

(v) Display the TEN (or ensure the TEN is available) on the Premises during the Hire period.

(e) Forms of application for a licensed bar and for consent to serve a TEN on the Licensing Authority can be obtained from NHMC.

16. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, and the Licensing Authority 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.

17. 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, and the organiser’s name and address and that any discounts offered are based only on manufacturer’s recommended retail prices.

18. Stored Equipment

(a) NHMC 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 excluded. All equipment and other property (unless it is stored equipment) must be removed at the end of each Hire period or fees will be charged for each day or part of a day at the Hire Fee until it is removed.

(b) Where the Hirer fails to pay any storage charges due and payable for stored equipment or fails to remove such equipment within 7 days after the agreed storage period has ended or fails to remove any other property brought on to the Premises for the purposes of the hiring within 7 days after the end of the Hire period NHMC may, in its discretion dispose 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 such items.

19. Supervision

The Hirer shall during the Hire period 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 NHMC’s Representative, 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 contents.

20. Use of Premises

The Hirer shall not use the Premises for any purpose other than the purpose of hiring set out in Part 1: Particulars 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 or do anything or bring anything onto the Premises which may endanger the Premises or render any insurance policies in respect the Premises invalid.

PART 3: Regulations

These regulations apply to all hirings of the New Hall and form part of the Hiring Agreement concluded with the Hirer. NHMC reserves the right to add to, vary or remove any regulations as circumstances require. If the Hirer is in any doubt as to the meaning of the following, NHMC's Representative should immediately be consulted

Accidents and Dangerous Occurrences

- All accidents involving injury to the public must be reported to NHMC's Representative and entered in the Premises' accident book. Any failure of equipment belonging to the New Hall or brought in by the Hirer must also be reported as soon as possible.

Animals

- No animals other than guide dogs may be brought into the Premises, except for a special event agreed to by the New Hall.
- No animals whatsoever are to enter the kitchen at any time.

Boiler

- The boiler and its controls must not be interfered with. The hall temperature is monitored and controlled by the thermostat located in the main hall.

Cleanliness of the hall

- At the start of Hire period the Premises should be clean and ready in all respects for your use. Please inspect the Hall on arrival and report any shortcomings to NHMC's Representative as soon as possible and preferably before use commences.
- At the end of the Hire period please ensure that the premises are left fully fit for the next hiring.
- In particular all surfaces, floors, appliances, equipment and utensils should be thoroughly cleaned and, where appropriate, returned to their proper storage places.
- Any damage, breakages or defects should be reported to NHMC's Representative

Care of the Premises

- Tables, chairs, items of equipment etc must on no account be dragged across the floor. Please use the trolley for moving chairs.
- When not in use chairs should be stacked no more than 5 chairs high and should not be placed in front of the radiators or fire doors.
- Folding tables for 6 and bridge tables are stored in the Store room near the entrance to the ladies' lavatory.
- Shoes or boots which might damage the floor must not be worn.
- Please do not tape, stick, pin, or otherwise attach decorations, photographs etc to the walls, woodwork, ironwork or fittings.

Care of kitchen

- Please observe all relevant food health and hygiene regulations when preparing, serving or selling food,
- 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 two refrigerators and a thermometer.
- Kitchen appliances must only be operated by competent persons over 16 years of age.
- The cookers, microwave, electric kettle and water boiler must be turned off at their wall switches.
- Fridges if turned on should on no account be switched off.
- Cooked or uncooked food must not be left on the work surfaces overnight.
- Kitchen equipment should be checked against any inventory provided and should be returned clean to its proper storage places.

Car Parking

- Available for up to 8 cars in the car park adjoining.

Cricket Ground

- The cricket ground adjoining the hall does not belong to the hall and access to and use of the ground is only allowed with the prior written consent of the cricket club.

Electrical appliances

- Please notify NHMC of all appliances which you intend to bring onto the Premises.
- All such appliances must be previously tested. NHMC may require that they be connected by a qualified electrician.
- Please ensure that the appliances are 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 please must make use of it in the interests of public safety.

Heating appliances

- No unauthorised heating appliances may be used on the Premises when open to the public without NHMC's consent.
- Portable Liquefied Propane Gas (LPG) heating appliances must never be used.

Equipment

- Any ladders, steps and other equipment owned by the New Hall may be used provided the Hirer notifies NHMC in advance. Anyone using the equipment must understand the correct method of using the equipment and accept that they do so at their own sole risk.
- The piano in the hall does not belong to NHMC and must not used without the piano owner's consent.
- NHMC will accept no responsibility for the Health and Safety checking, condition or use of any property and equipment of third parties left or stored on the Premises.

Escape routes and signs

- All means of exit from the Premises should 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 all the time the Premises are occupied (if not operated by an automatic mains failure switching device); and
- Exit signs must not be obscured (for example by bunting) at any time during the Hire period.

Fire brigade

- The Fire Brigade must be called to any outbreak of fire, however slight, and details of the outbreak must be given to NHMC's Representative

Fire –Hirer's responsibilities

- The Hirer is responsible for ensuring that everyone using the Premises is aware of the steps to be taken in relation to fire namely:
 - Calling the Fire Brigade and evacuating the Premises;
 - Knowing where the fire equipment is located and how to use it;
 - Knowing where the escape routes are and the need to keep them clear;
 - Knowing how to operate the escape door fastenings; and
 - Understanding the importance of closing all fire doors in the case of fire

Noise

- Please ensure that users make the minimum noise on arrival and departure, particularly late at night and early in the morning.
- If using sound amplification equipment, please make use of any noise limitation device available.
- The Premises Licence forbids the playing of music after 23.30 hours on Saturdays and 22.30 on other days. Please adhere strictly to these time limits and keep the sound level of music within bounds during licensed hours.

Public events

- Whenever the Premises are hired for a public event any member of the public who is legally entitled and wishes to do so may attend.

Removal of rubbish

- All rubbish including cans should be placed in the external bins and if these are insufficient should be removed from the Premises at end of the Hire period.
- No rubbish is to be left on or about the Premises save in the external bins
- Bottles should be taken away for recycling.

