

WENDLEBURY VILLAGE HALL HIRING AGREEMENT

This Agreement is made on the date hereof between **Wendlebury Village Hall** which is a registered charity and the **Hirer** whereby in consideration of the Hirer paying the **Hiring Fee** specified below Wendlebury Village Hall agrees to permit the Hirer to use the **Hall** on the Date(s) and Times and for the Purpose(s) specified below subject to the **Conditions of Hire**.

Hirer:.....

Address:.....

e-mail:.....

Telephone:.....

Date(s) and Times of hire:.....

Purpose(s) of hire:.....

Hire requires a licence for the sale of alcohol: YES / NO (delete as appropriate)

Hiring Fee:.....

Signed:
(authorised signatory on behalf of the Hirer)

.....
(authorised signatory on behalf of Wendlebury Village Hall)

Date:

Wendlebury Village Hall contact: Mrs. Elaine Harrop, 3 Waterside Cottages,
Wendlebury, OX25 2PL

Tel: 01869 252713

Conditions of Hire

1. This Agreement is solely for the hire of the building known as Wendlebury Village Hall. The grounds on which the Wendlebury Village Hall is situated are open to public access at all times and this agreement does not give any rights to the Hirer for exclusive use or otherwise of any part of these grounds.
2. Wendlebury Village Hall has a Premise Licence under the terms of the Licencing Act 2003 which permits the use of the Hall for the provision of Regulated Entertainment in the form of Plays, Films, Live Music, Recorded Music, Performances of Dance and the provision of Entertainment Facilities for Dancing. Where applicable, the Hirer shall comply with all conditions and

regulations under the terms of the Premise Licence. A summary copy of the Premise Licence is displayed in the Hall and a full copy is available on request.

3. Except as provided for under clause 2, the Hirer is responsible for obtaining all necessary licences as may be required for the Purpose(s) of hire including (where appropriate) a Licence for the sale or supply of intoxicating liquor, a Performing Rights Licence, a Phonographic Performance Licence. The Wendlebury Village Hall accepts no liability for the failure of the Hirer to procure such licences for any reason whatsoever.
4. As the number of licences for the sale or supply of intoxicating liquor at the Hall is limited by law, and the Hall wishes to control whether Hirers may apply for one of the limited number of licences, the Hirer agrees that an additional Hiring Fee of £500 shall be reasonable and shall be payable if the Hirer obtains such a licence without the requirement for a licence being specified as part of the hiring conditions.
5. The Hirer will during the period of hire be responsible for the supervision of the Hall, its fabric and contents, their care, safety from damage however slight and the behaviour of all persons using the Hall whatever their capacity, including proper supervision of car-parking arrangements so as to avoid obstruction of the highway.
6. The Hirer shall not use the Hall for any Purpose other than that specified in the Agreement and shall not sub-hire or use or allow the Hall to be used for any unlawful purpose or in any unlawful way.
7. The Hirer shall if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.
8. The Hirer shall ensure that any electrical appliances brought by the Hirer to the Hall and used there shall be safe and in good working order and used in a safe manner.
9. The Hirer shall indemnify the Wendlebury Village Hall for the cost of repair of any damage done to any part of the Hall or its contents during the period of hire as a result of the hiring.
10. The Hirer shall ensure that no more than 100 people are present in the Hall at any period during the period of Hire, or such other limit as may be determined in any Licence granted to the Hirer by the appropriate licencing authority.
11. The Hirer acknowledges that the Hall is located in a residential area and shall comply with any reasonable requests from local residents or a member of the Wendlebury Village Hall management committee to reduce the volume of any music being played in the Hall.
12. The Hirer shall ensure that a minimum of noise is made on arrival and departure.
13. The Hirer shall be responsible for leaving the Hall and surrounds in a clean and tidy condition, properly locked and secured and any contents temporarily removed from their usual positions properly replaced, otherwise the Wendlebury Village Hall shall be entitled to make an additional charge.
14. The Wendlebury Village Hall reserves the right to request the Hirer to pay a deposit in addition to the Hiring Fee. At its sole discretion the Wendlebury Village Hall shall be entitled to withhold repayment of such deposit in the event that the Hirer has failed to meet the Hirer's obligations under clauses 5, 9, 11, 12 and 13 of these Conditions of Hire. Withholding such deposit shall not preclude the Wendlebury Village Hall from seeking such damages from the hirer as may be appropriate for any breach of these Conditions of Hire.
15. The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children's Act 1989 and any subsequent legislation and that only fit and proper persons have access to the children.
16. Smoking is **not** permitted within the Hall. The Hirer shall, and 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.
17. The Wendlebury Village Hall reserves the right to make changes to the Hall and the grounds on which the Hall is located at any time.
18. **Cancellation of hiring.**

The Hirer may cancel the Hire up to seven days in advance of the Date of hire without penalty by giving the Wendlebury Village Hall written notice. The Hirer shall be liable to pay the Hire Fee in the event that the Hire is cancelled within seven days of the Date of Hire.

The Wendlebury Village Hall reserves the right to cancel the Hire in the event that the Hall is required for use as a polling station for a Parliamentary or Local Government election or by-election, providing that

the Wendlebury Village Hall provides the Hirer with one month's notice of such cancellation. In the event of such cancellation the Hirer shall be entitled to a refund of any deposit already paid but the Wendlebury Village Hall shall not be liable for any costs incurred by the Hirer resulting either directly or indirectly from the cancellation.

The Wendlebury Village Hall reserves the right to cancel this Agreement at any time upon giving one month's notice in writing to the hirer. The Hirer shall be entitled upon such notice to reimbursement of any monies paid relating to the cancelled Hire but the Wendlebury Village Hall shall not be liable to make any further payment to the Hirer.

The Wendlebury Village Hall reserves the right to cancel the Hire in the event that the Hall is rendered unfit for the Purpose for which it has been hired. The Wendlebury Village Hall shall not be liable to the Hirer for any resulting costs, loss or damage whatsoever.

18. Limitation of liability.

- 18.1 Except in the case of death caused by the Wendlebury Village Hall's negligence, the Wendlebury Village Hall shall not be liable to the Hirer for any costs, damages, loss of earnings or profits howsoever arising from the Hire.
- 18.2 The maximum liability of the Wendlebury Village Hall towards the Hirer or any other person who the Hirer permits to access the Hall or its surrounds during the period of hire shall be limited to the Hiring Fee.
- 18.3 Neither party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement caused by events beyond its reasonable control.

19. Fire procedures

- 19.1 There are three emergency exits from the Hall; the main entrance and two fire doors in the main hall at the opposite end to the entrance. Two water extinguishers are located in the main hall and one in the entrance lobby; a CO2 extinguisher and fire blanket are located in the kitchen. The assembly point in the event of the hall having to be evacuated is the children's playground.
- 19.2 It is the responsibility of the hirer to familiarise themselves, and others attending the hall during the period of hire, with the location of fire exits, the fire fighting equipment and the assembly point.