

## Radway Village Hall Hire Agreement

This agreement is made on date stated below between (1) Radway Village Hall (the “**Trustees**”) and (2) the hirer named below (the “**Hirer**”) whereby in consideration payment of the sum specified in section (3) (the “**Hiring Fee**”) the Trustees agree to permit the Hirer to use Radway Village Hall (the “**Hall**”) for the purpose stated in section (4) (the “**Permitted Use**”) on the date(s) and at the time(s) stated in section (5) (the “**Hire Period**”)

<b>(2) The Hirer</b>
Name / Organisation:
Address:
Contact Name (if different to above):
Telephone Number:
Email address:

<b>(3) Hiring Fee</b>	£
Deposit payable on reservation (if any) (the “ <b>Deposit</b> ”)	£
Balance payable on or before the commencement of the Hire Period	£
The deposit is refundable for any cancellation made more than two weeks prior to the commencement of the Hire Period. The deposit will not be refunded for any cancellation made less than two weeks before the commencement of the Hire Period	

<b>(4) Purpose of hire</b>	
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<b>(5) Hire Period</b>	
Date(s) and time	

The Hirer agrees with the Trustees to observe and perform the provisions and stipulations contained or referred to in the Standard Conditions of Hire (the “**Conditions**”). A copy of the Conditions is attached to this agreement. The Hirer acknowledges that they have read and understood the Conditions.

Signed on behalf of the Hirer \_\_\_\_\_

Print name \_\_\_\_\_

Date \_\_\_\_\_

## STANDARD CONDITIONS OF HIRE

These standard conditions of hire (the "**Conditions**") apply to all hirings of the Hall.

### **1. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure at the Hall, in particular late at night and early in the morning. No music is to be played after 11.00 pm. All windows and doors should be kept closed after 11.00 pm.

### **2. Supervision**

The Hirer shall during the Hire Period be responsible for the supervision of people in the Hall and for the behaviour of all persons using it whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway adjoining the Hall.

### **3. Use of the Hall**

The Hirer shall not use the Hall for any purpose other than the Permitted Use. The Hirer shall not sub-hire or use the Hall or allow the Hall to be used for any unlawful purpose or in any unlawful way nor do anything or bring into the Hall anything which may endanger the Hall or render invalid any insurance policies relating to the Hall.

### **4. Legislation**

The Hirer shall comply with all relevant legislation and regulations during its use of the Hall.

### **5. Alcohol**

The Hirer shall not permit the consumption of alcohol in the Hall without obtaining the written permission of the Trustees at the time of booking. The sale of alcohol in any form is not permitted unless a Temporary Event Notice has been obtained from Stratford-upon-Avon District Council.

### **6. Smoking**

No smoking is allowed in the Hall or within the grounds of the Hall.

### **7. Gaming, betting and lotteries**

The Hirer shall ensure that nothing is done on or in relation to the Hall in contravention of the law relating to gaming, betting and lotteries.

### **8. Licences**

If any licences are required in respect of any activity in the Hall the Hirer shall prior to the commencement of the Hire Period ensure that they hold the relevant licence or that the Hall holds it and the Hirer shall be responsible for complying with any conditions attached to any licence.

### **9. Means of escape**

All means of exit from the Hall 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 time the Hall is occupied (if not operated by an automatic mains failure switching device).

### **10. Outbreaks of fire**

The Fire Brigade shall be called to any outbreak of fire by the Hirer (or a Hirer appointed person present in the Hall), however slight, and details thereof shall be given to the Trustees. The Hirer (or a Hirer appointed person present in the Hall), shall ensure the building is fully evacuated and shall assemble all persons outside the bus shelter on the opposite side of the road, and await instructions from the Fire Brigade before re-entering the building. Any use of the fire extinguishers, however minor, shall be reported to the Trustees.

### **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 all relevant food safety regulations. The Hall is provided with a refrigerator.

### **12. Electrical appliance safety**

The Hirer shall ensure that any portable electrical appliances brought by them to the Hall and used there shall be safe, in good working order, and used in a safe manner in accordance with all relevant regulations (including, but not limited to, having a current portable appliance test (PAT) certificate).

### **13. Damage**

The Hirer shall reimburse the Hall for the cost of repairing any damage done to any part of the Hall including the curtilage thereof or the contents of the Hall which may occur during the Hire period. The Trustees shall be entitled to retain all or part of the Deposit to cover the cost of any damage.

### **14. Indemnity**

The Hirer shall indemnify and keep indemnified the Trustees, volunteers, agents or invitees against (a) the cost of repair of any damage done to any part of the Hall including the curtilage thereof or the contents of the Hall (b) 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 Hall (including the storage of equipment) by the Hirer, and (c) 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 Hall by the Hirer.

#### **15. Liability insurance**

The Hirer shall take out adequate public liability insurance to cover all activities undertaken at the Hall during the Hire Period and provide a copy of the policy to the Trustees on request.

#### **16. Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public to the Trustees as soon as possible. Any failure of equipment belonging to the Hall must also be reported as soon as possible. Certain types of accident or injury must be reported by the Trustees on a form to the local authority in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

#### **17. Explosives and flammable substances**

The Hirer shall ensure that highly flammable substances are not brought into or used in any part of the Hall and that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Trustees. No decorations are to be put up near light fittings or heaters.

#### **18. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used in the Hall when open to the public without the consent of the Trustees. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

#### **19. Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the Hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either in the Hall or in its 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, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the Hall.

#### **20. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Hall other than by prior agreement with the Trustees for a special event. No animals whatsoever are to enter the kitchen at any time.

#### **21. Children Act 1989**

The Hirer shall ensure that any activities for children comply with the provisions of The Children Act 1989.

#### **22. Stored equipment**

The Hall accepts no responsibility for any stored equipment or other property brought on to or left at the Hall, 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 the Hiring Period or fees will be charged for each day or part of a day at the daily rate for the Hiring Fee until the same is removed.

#### **23. Alterations**

No alterations or additions may be made to the Hall nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Hall without the prior written approval of the Trustees. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Trustees remain in the Hall at the end of the Hire Period. It will become the property of the Trustees unless removed by the Hirer who must make good to the reasonable satisfaction of the Trustees any damage caused to the Hall by such removal. No drawing pins, sellotape or blu-tack should be used to attach anything to the walls.

#### **24. Cancellation of Hire by Trustees**

The Trustees reserves the right to cancel this hiring at any time by written notice to the Hirer in the event (a) the Hall being required for use as a polling station for a Parliamentary or Local Government election or by-election (b) the Trustees reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the Hall as a result of this hiring (c) the Hall becoming unfit for the use intended by the Hirer (d) an emergency requiring use of the Hall 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 Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

#### **25. End of hire**

The Hirer shall be responsible for leaving the Hall and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise. All tables and chairs should be stacked in the kitchen and/ or shed. Any contents temporarily removed from their usual position should be properly replaced, otherwise the Hall shall be at liberty to make an additional charge. All lights and heating should be turned off at the end of the Hire Period and any waste placed in the correct bin outside and recyclables taken home. If the Hall is not left in a clean and tidy state at the end of the Hire Period the Trustees may retain all or part of the Deposit to cover the cost of cleaning.

# Radway Village Hall

## Information for Hirers

<b>Hall representatives:</b>	Bookings	Jackie Dobbs	07387 312365
	Trustees:	Rosie Bampton	07903 330645
		Jim Brown	01295 678990
		Rob Cooper	01295 670534
		John Hutchison	01295 670101
		Tim Smith-Vincent	01295 670767
		Mike Trotman	01295 678384
<b>Payment:</b>	Payment should be by bank transfer (Sort Code: 60-12-35; Account No. 32570864) or by cheque payable to Radway Village Hall.		
<b>Key:</b>	The key for the Hall is available from the key safe, located to the left of the main front entrance. The key must be returned to the key safe directly after the end of the Hire Period. The code for the safe will be supplied at the time of payment.		
<b>Telephone:</b>	The Hall does not have a telephone. You are advised to bring a mobile phone for use in emergency.		
<b>Car parking:</b>	There is no car park at the Hall. Parking is on the public highway and this must not be obstructed.		
<b>First aid box:</b>	The first aid box is in the kitchen.		
<b>Equipment file:</b>	The equipment file is in the kitchen in the drawer below the first aid cupboard.		
<b>Wall heaters (Main Hall):</b>	The wall heaters in the main hall are operated by a meter (£1 coins) located in the centre cupboard in the main hall.		
<b>Water heater (Kitchen):</b>	The water heater switches (top and bottom immersion heaters) are located on the wall above the main tank on the right-hand side of the cooker. Operate in conjunction with the coin meter.		
<b>Cooker:</b>	The mains electricity switch is located on the left-hand side of the microwave. The cooker must be turned off at the mains switch after use.		
<b>Lighting:</b>	Please ensure all lights are switched off at the end of the Hire Period.		
<b>Tables:</b>	Please wipe table tops before collapsing and stacking in the shed or in the kitchen (maximum 3)		
<b>Chairs:</b>	Chairs should be stacked in the kitchen or returned to the shed.		