

KEINTON MANDEVILLE VILLAGE HALL HIRING AGREEMENT

Complete both copies of the form and send one together with your deposit to the address shown in paragraph 7

This agreement is made on (the date) (1) between the Committee(7) and the Hirer (6) named below, whereby, in consideration of the sum(s) mentioned (5).

A. The Committee agrees to permit the Hirer to use the premises (3) for the purpose (4) and for the period(s) described below, viz:

1. Dates Required

Date(s)	Month	Year

5. Fees:

Hiring Fee	£		
Deposit			(See note 1)
Balance			
"Bond"			(See note 2)
PRS /Alcohol;			(See note 3)
TOTAL:			

2. Time Required:-

Time key is to be collected	
Time Event is to commence	
Time Event is to finish	
Time key will be returned	

3. Premises: (tick box)

Whole Hall	<input type="checkbox"/>	OR	Main Hall & Kitchen	<input type="checkbox"/>
			Committee Room & Kitchen	<input type="checkbox"/>

4. Purpose:

Describe Event (eg Wedding)

Is the Hire for commercial use?	
How many people do you expect?	
Is the event?	
Is music to be provided at the event?	
Will alcohol be on sale?	

6. Hirer:

(a) Name (If Individual)

(b) Organisation (If Applicable)

(c) Name of Organisation's Authorised Representative:

Note: Person(s) signing must be 18 years of age or over.

Address:

Tel (home) Tel (work)

7. Village Hall Management Committee:

(a) Keinton Mandeville Village Hall Management Committee

(b) Authorised Representative: Sarah Hughes

Address: Castledene, Queen Street, Keinton Mandeville, Somerton, Somerset TA11 6EG. Tel 01458 223440

- B.**
1. The Hirer agrees with the Committee to be present during the hiring and to perform the provisions and stipulations contained or referred to in the Committee's "Standard Conditions of Hire" for the time being in force as annexed hereto (an understanding of which the Hirer acknowledges) together with the special conditions set out in the Schedule overleaf if any.
 2. It is hereby agreed that the Standard Conditions of Hire attached hereto together- with any Special Conditions of Hire contained in the Schedule overleaf shall form part of the terms of the Hiring Agreement unless specifically excluded.
 3. The hirer agrees that if alcohol is to be sold during the event that the hirer will do so in accordance with one of the approved options.
 4. The Hirer agrees to read and follow the "The Fire Instructions and Emergency Plan"

As Witness the hands of the parties hereto:

Signed by the person named at 7(b) above on behalf of the Village Hall Management Committee 7(a) above:

Date:

Signed by the person named at 6(a) (on behalf of the organisation named at 6(b) above. Where applicable).

In the case of any mistake or misrepresentation this agreement will cease and determine save for any unfulfilled obligations of the hirer and the committees rights against the hirer.

Date:

Notes:
ALL FUNCTIONS ARE TO FINISH BY MIDNIGHT ON SATURDAY, 1AM ON FRIDAY AND BY 11.30PM ON ALL OTHER NIGHTS
Please make your cheque payable to "Keinton Mandeville Village Hall"

1. The Hirer shall pay as deposit at least one third of the cost of the booking. The balance of fees, Bond, and PRS License being payable on or before two weeks prior to the event for which the Hall is hired (the deposit having been paid on the signing thereof)
2. A bond of £100 is required for all events at which alcohol is provided, and £200 for 18th/21st birthday parties. This bond will be refunded within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents during the period of the hiring as a result of the hiring.
3. With the exception of events which are of a "strictly domestic or family nature" (eg weddings, family parties), if music is to be provided (whether live or recorded), a fee of £5 is payable as a contribution towards the Committee's Performing Rights License.

KEINTON MANDEVILLE VILLAGE HALL - STANDARD CONDITIONS OF HIRE

If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Booking Clerk should immediately be consulted.

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

1. Supervision

THE HIRER will, 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 an obstruction. The lane leading to the hall is a public footpath. The HIRER shall ensure that vehicles pass slowly and carefully along this lane.

2. 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.

3. Licences

THE HIRER shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor, from Phonographic Performance Ltd or otherwise and for the observance of the same.

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. Public Safety Compliance

THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

6. Health and Hygiene

THE HIRER shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

7. Electrical Appliance Safety

THE HIRER shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner.

8. Indemnity

THE HIRER shall indemnify the committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

THE HIRER shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Village Hall. (The Village Hall is insured against any claims arising out of its own negligence).

9. Accidents and Dangerous Occurrences

THE HIRER must report all accidents involving injury to the public to a member of the Management Committee as soon as possible. Any failure of equipment either that belonging to the 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 local authority. The Hall Secretary will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

10. Animals

THE HIRER shall ensure that no animals (including birds) except guide dogs are brought into the hall, other than for a special event agreed to by the Committee. And no animals whatsoever are to enter the kitchen at any time.

11. Compliance With The Children Act

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 have access to the children.

12. 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 Hall, and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

13. 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.

14. Cancellation

IF THE HIRER wishes to cancel the booking before the date of the event and the Committee is unable to conclude a replacement booking, the question of the payment of the repayment of the fee shall be at the discretion of the Committee.

15. Cancellation

THE COMMITTEE reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, or as a national disaster centre, in which case the Hirer shall be entitled to a refund of any deposit already paid.

16. Unfit for Use

In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired the committee shall not be liable to the hirer for any resulting loss or damage whatsoever.

17. Refusal of Booking

THE COMMITTEE reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the hirer.

THE HIRER shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the hirer to the Committee by the Committee shall not be liable to make any further payment to the hirer.

18. 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 committee shall be at liberty to make an additional charge. The HIRER shall remove all rubbish, bottles and the like resulting from the hiring. Failure to do so may result in a surcharge. Unsold items from sales are not to be stored in the hall without prior permission from the Committee.

19. Noise

THE HIRER shall ensure that the minimum of noise is made on arrival and departure.