

Emneth Central Hall Management Committee
Gaultree Square, Emneth, Wisbech PE14 8DA
Registered Charity Number 276600

Hiring Agreement

- (1) The Village Hall named in clause 1.2 acting by its management committee ("Emneth Central Hall Management Committee").
- (2) The person or organisation named in clause 1.3 ("Hirer").

AGREED as follows:

1. In consideration of the hire fee described in clause 1.4, Emneth Central Hall Management Committee agrees to permit the Hirer to use the premises described in clause 1.5 for the purpose described in clause 1.6 for the period(s) described in clause 1.1. The details inserted in sub-clauses 1.1 to 1.6 below and the answers to the questions in sub-clauses 1.7 and clause 2 are terms of this agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire as detailed.

The opening hours for the hall are
Monday to Friday 8.00 am to Midnight
Saturday & Sunday 8.00 am to Midnight
New Years Eve 8.00 am to 1.30 am

1.1 Dates(s) required: Time required from To

The times indicated above must include any preparation time for your hire of event

1.2 Emneth Central Hall

| | |
|-------------------------------|--|
| (a) Registered Charity No | <input type="text" value="276600"/> |
| (b) Authorised Representative | <input type="text" value="Mrs Rita Coleman"/> |
| Address | <input type="text" value="12 Mill Road Emneth Wisbech, PE14 8AE"/> |
| Telephone Number | <input type="text" value="01945 588310"/> |

1.3 Hirer:

| | |
|---|---|
| (a) Name | <input type="text"/> |
| (b) Organisation if applicable | <input type="text"/> |
| (c) Name of Organisation's Authorised Representative | <input type="text"/> |
| Address including post code | <input type="text"/> |
| Contact Telephone Numbers | <input type="text" value="Land Line"/> <input type="text" value="Mobile"/> |
| E. Mail address | <input type="text"/> |

| | | |
|--------------------------------------|--------------------------------------|-------------------------|
| Hire Fee | <input type="text" value="£"/> | |
| Deposit due immediately | <input type="text" value="£50.00"/> | See note 1 below |
| Balance of hire fee due | <input type="text" value="£"/> | |
| Plus refundable deposit | <input type="text" value="£100.00"/> | See note 2 below |
| Total balance of hire fee due | <input type="text"/> | See note 3 below |

1. The Hirer shall pay a £50.00 deposit upon completion of this hire agreement to secure the booking.

2. The holding deposit will be refunded within 14 days of the date of hire provided that no damage or loss has been caused to the premises, car park and / or contents, nor complaints made to Emneth Central Hall Management Committee, the police or nearby residents about noise or other disturbances during the period of the hiring, & all End of Hire (22). Conditions have been complied with.

3. The balance of the hire fee being payable no less than 14 days before the date of hire. (the deposit having been paid on the signing hereof). Fees shall be those for the time being prescribed by the Management Committee & may be subject to alteration upon 28 days notice given in writing.

For your booking to be valid it is essential a signed copy of the Hiring Agreement & a deposit of £50.00 is received by Mrs Coleman at the above address using the address label provided within 14 days hereof.

1.5 Please be aware that the Premises License & Fire Safety regulations state the number of people that can attend an event & should not be exceeded, please tick the appropriate box below.

- 1. Main Hall, when used for dancing, maximum 250 people.
- 2. Main Hall when used for seating at tables, maximum 200 people.
- 3. Main Hall when used for combining 1 & 2 above, maximum 250 people.
- 4. Main Hall when used for seated audiences, maximum 250 people.

Committee Room

1.6 Purpose of hiring

This will be a public or private event?

1.7 Is food to be provided at the event? Yes/ No

2. The Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated. Please confirm which licensable activities will take place at your event:

| Activity | The hall is licensed for (must be completed by the committee) | Times for which the activity is licensed (must be completed by the committee) | Indicate activities to take place at your event (must be completed by the hirer) |
|--|---|---|--|
| a. Indoor sporting events | Monday to Sunday | 9am to 10 pm | |
| b. The performance of live music (Indoors) | Sunday Monday to Saturday | Noon to 10.30 pm Noon to 12 mid night | |
| c. The playing of recorded music (Indoors) | Sunday Monday to Saturday | Noon to 10.30 pm Noon to 12 mid night | |
| d. The provision of facilities for dancing (Indoors) | Sunday Monday to Saturday | Noon to 10.30 pm Noon to 12 mid night | |
| e. The sale of alcohol by the bar provided for consumption ON the premises only | Monday to Friday Saturday & Sunday New Years Eve if on a Saturday or Sunday | 11.00am to 11.30 pm 11.00am to 11.30 pm 11.00am to 1.00 am | |

- 2.1 Have you indicated at 2 (e) that alcohol will be available at your event? Yes /No

If you answer yes to the above question, you will need to contact the Designated Premises Supervisor Mrs Julia McCourt, The Gaultree Inn, Gaultree Square, Emneth Telephone 01945 474297 immediately in order for a bar to be provided. You must also confirm to her no less than 14 days before your booking date the exact numbers of people attending the event. The Management Committee will require you to complete a separate form detailing your requirements.

Please email this form direct to Julia McCourt j-mccourt1@sky.com

- 2.2 The hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers as stated in 1.5.

| | |
|----------------|-----|
| Main hall | 250 |
| Committee room | 25 |

- 2.3 Where a licensable activity will take place, the hirer is hereby made aware of the conditions of the Premises Licence displayed on the notice board at the entrance to the hall in accordance with which the hiring must be undertaken, and agrees to comply with all obligations therein.

- 2.4 The hall has a licence with the Performing Right Society for the performance of copyright music.

3. The Hirer, not being a person under the age of 18 agrees with Emneth Central Hall Management Committee to be present at all times during the period of hire and to comply fully with this Hire Agreement.

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) or that Emneth Central Hall Management Committee deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between Emneth Central Hall Management Committee 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.

You will need to contact the Caretaker Dean Anderson 07719 976044 no later than 7 days before your hire date to arrange meeting at the hall for collection of the keys. The keys must be returned as instructed at the end of your hire period.

As Witness the hands of the parties hereto:

Signed by the person named at 1.2(b) above, duly authorised, on behalf of the Emneth Central Hall Management Committee.

Rita Coleman

Signed by the person named at 1.3(a) above or at 1.3(c) above, duly authorised, on behalf of the organisation named at 1.3(b) above, where applicable

Standard conditions of hire

These standard conditions apply to all hiring of the Emneth Central Hall. If the Hirer is in any doubt as to the meaning of the following, the Letting Clerk should be consulted immediately.

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 including the car park 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 & car park are met.

We do NOT accept bookings for 18th birthday party celebrations or hen & stag party celebrations. If the booking is found to be for this purpose the bar will close & the £100.00 refundable deposit will not be returned as this will be classed as a breach of the Conditions of Hire.

2. Car Park

All users should observe the correct entry & exit routes. Supervision of car parking may be required, if so high visibility jackets should be worn.

The disabled parking space near the entrance to the hall shall only be used by disabled users & those with restricted mobility.

3. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the car park, the fabric and the contents; their care, safety from damage and the behaviour of all persons using the premises & car park whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. The Hirer agrees to pay in full the cost of all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents. & any damages caused to the car park.

4. 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.

5. Children's Inflatable Play Equipment.

Any inflatable equipment may be used within the hall under supervision of the hirer & a copy of the Public Liability Insurance that covers the date of use must be produced. **It is the hirers responsibility** to ensure this is produced. Inflatable play equipment is not permitted for use in the car park.

6. 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.

7. Licensable activities

The Hirer shall ensure that the Village Hall holds a Performing Society Right Licence which permits the use of copyright music in any form. This is displayed on the notice board at the entrance to the hall.

The hirer shall be responsible for obtaining such licences as may be required from Phonographic Performance Ltd s & pay any royalties that may be due when recorded music is used at an event.

8. 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, the 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 hall's health and safety policy.

(a) The Hirer shall make themselves aware of;

- 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.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- No equipment should be placed in the entrance hall leading to the main hall.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.
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9. Means of escape

(a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

(b) The emergency lighting supply illuminating all exit signs and routes is operated by an automatic mains failure switching device.

10. Outbreaks of fire

All alarms should be treated as authentic. The Fire Brigade must be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the Emneth Central Hall Management

11. Health, Safety & 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 the Food Temperature Regulations. The premises are provided with a refrigerator. To minimise the risk of any slips on the floor all spillages must be mopped up immediately using the buckets & mops in the boiler room.

When using steps or ladders care should be taken to ensure they are safe & secure & another person is present.

No trailing electrical leads or cables should be used so as to avoid any trips or falls.

No portable lpg appliance used for cooking can be used within the premises unless their Public Liability Insurance is produced covering the date of hire. **It is the hirers responsibility** to ensure this is produced.

12. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them or on their behalf 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.

Hirers should ensure they are aware of how to isolate all lighting & power circuits in the event of an emergency. Observe the notice on the entrance to the boiler room where the fuse board is located.

13. Insurance and indemnity

(a) The Hirer shall be liable for:

- (i) The full cost of repair of any damage (including accidental and malicious damage) done to any part of the premise including the car parking area, this includes furniture, fixtures, fittings & contents of the premises & car park.
- (ii) all claims, losses, damages and costs made against or incurred by Emneth Central 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, and

- (iii) all claims, losses, damages and costs made against or incurred by Emneth Central 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 (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Emneth Central Management Committee & employees, volunteers, agents and invitees against such liabilities.

(b) Emneth Central Hall Management Committee shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (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 Emneth Central Management Committee & employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where Emneth Central Hall Management Committee does not insure the liabilities described in sub-clauses (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 Emneth Central Hall Management Committee Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another hirer.

The Emneth Central Hall Management Committee is insured against any claims arising out of its **own** negligence.

14. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to any persons invited to the Hall during the period of hire to a member of the village hall management committee **as soon as possible** and complete the relevant section in the Hall's accident book. 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 Incident Contact Centre. The Hall Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can 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

15. 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 and that

(b) No internal decorations of a combustible nature (e.g. plastic, polystyrene, cotton wool, drapes, candles & naked flames of any description) shall be erected without the prior written consent of the management committee. No decorations are to be put up near light fittings or heaters.

16. Heating

The operation of the heating system & control of thermostats is the responsibility of the caretaker & any interference by third parties is expressly forbidden. The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG), gas or electric heating appliances shall not be used.

17. 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 on the premises 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 premises. Only drinks purchased from the licensed bar may be consumed anywhere on the premises including the car park. No drinks purchased elsewhere may be brought onto the premises & consumed. No illegal drugs may be brought onto the premises.

If the hirer has confirmed that no bar service is required it is the hirer's responsibility to ensure no under age drinking or sale of alcohol takes place during the period of hire.

18. Animals

The Hirer shall ensure that no animals or live stock (including birds) except assistance dogs are brought into the premises, other than for a special event agreed to by the Management Committee in writing beforehand. No animals whatsoever are to enter the kitchen at any time.

19. 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.

20. 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 Emneth Central Hall 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.

21. 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.

22. Film shows

Films in any format including video & DVD may only be shown with special permission granted in advance, for which there will be a charge. 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.

23. Cancellation

If the hirer wishes to cancel the booking before the date of the event & the Management Committee is unable to secure a replacement booking then the fee may be forfeited, the question of the payment or repayment shall be at the discretion of the Management Committee.

The Emneth Central Hall Management Committee reserves the right to cancel any hiring by written notice to the Hirer in the event of:

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- Emneth Central Hall Management Committee 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 premises as a result of this hiring
- the premises becoming unfit for the use intended by the Hirer.
- 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.
- It is of the opinion that the persons hiring the hall will not comply with all the Conditions of Hire
- All bookings are at the discretion of the Emneth Central Hall Management Committee who reserve the right to decline any bookings made for the hire of the premises without assigning any reason.

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

Should the hirer wish to cancel the booking before the date of the event & the committee is unable to secure a replacement booking refund of any monies paid is at the discretion of the Management Committee.

24. End of hire

The Hirer shall be responsible for leaving the premises and car parking area in a clean and tidy condition, properly locked & secured unless directed otherwise. All toilets & the kitchen must be clean & tidy. All tables should be cleaned, all chairs must be stacked no more than 4 high. All tables & chairs must be returned to the designated areas. The use of the trolleys provided to move the tables & chairs is essential to prevent any damage to the floor or personal injury. The floor should be swept & mopped if necessary, if there is any drink spillage this must be mopped up, all rubbish must be taken away. Any bags of rubbish left after the end of the hire will be charged at £2.50 per bag to dispose of. This will be deducted from the returnable deposit. Any other contents temporarily relocated must be returned to their original positions.

25. Noise

Loud noise can severely disrupt the quality of life, especially late at night & in the extreme cause considerable distress. With this in mind it is important that we take all possible steps to avoid nuisance to those living nearby. This is especially so in the case of amplified music & the obligation is placed upon the Hirer to make certain that no disturbance takes place.

The Hirer shall ensure that the minimum of noise is made on arrival and departure, 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 and comply with any other relevant licensing condition for the premises. The internal doors at the entrance to the hall & the fire escape doors on both sides of the hall are to remain closed to minimise noise interference to nearby residents.

26. 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 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.
- (c) 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.

27. 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 Hall Secretary. No nails or other fixings are to be driven into the walls, floor or furniture. Any alteration, fixture, fitting or attachment so approved shall at the discretion of the village hall remain in the premises at the end of the hiring. It will become the property of the village hall unless removed by the hirer who must make good to the satisfaction of the hall committee or, if any damage caused to the premises by such removal.

28. No rights

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

29. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

30. Smoking

The Hirer 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.

31. The Chairman and / or representatives of the Management Committee shall have the right of entry at all times. The premises must be kept open to inspection during any function by a Police Officer, Fire Officer or an Officer from the Licensing Authority.

32. We retain some of your personal information to enable the Emneth Central Management Committee to perform its official functions & for contractual reasons. We will retain your information until your contract expires or for as long as necessary. Your information will only be passed between members of the Emneth Central Hall Management Committee & will not be shared with any third parties without your prior consent.

33. Acceptance of Standard Conditions of Hire

I agree to abide by & accept all the Standard Conditions of Hire as detailed above

Signed _____

Print Name _____

Date _____

Please ensure cheques are made payable to Emneth Central Hall Management Committee. Payments may also be made direct to our bank account, details below. If paying by this method please advise our treasurer Sharon Spittle e mail sharonlespittle@gmail.com

Barclays Bank
Sort code 20-97-34
Account Number 00358010