

# WASHINGTON VILLAGE MEMORIAL HALL CHARITY

Charity No: 278148

## Hire Agreement And Conditions of Hire

Version 4.0

Authorised By The Trustee Board

At The Trustee Board Meeting Held On 6 October 2021

### Definitions

“Hirer” means the individual or authorised representative of an organisation who agrees the details of a booking, the Hire Agreement and Conditions of Hire.

“Owner” means the Washington Village Memorial Hall Charity or any authorised representative of the Charity.

“Premises” means the Washington Village Memorial Hall building, its facilities, services, fabric, contents and immediate surroundings.

“Hire Period” means one or more periods of occupation of the Premises by the Hirer, which are confirmed by the Owner by means of the issue to the Hirer of a confirmation of booking.

“Event” means any activity organised by the Hirer and taking place on the Premises.

### Responsibilities Of The Hirer

The Hirer, being a person of 18 years of age or over, hereby accepts responsibility for being in charge of and on the Premises throughout the Hire Period and for ensuring that all the conditions of hire, described in Annex A to this Agreement are met.

The Hirer shall ensure that all persons attending the Event understand and comply with all instructions of the Owner and all the conditions of hire of this Hire Agreement.

The Hirer shall ensure that all activities related to the Event and occurring at any time comply with all relevant requirements under English Law and other regulations. In particular see Annex A with respect to the playing of music.

### Application To Hire The Premises

The Hirer may apply to hire the Premises or any part of the Premises. An application to hire may be refused by the Owner without assigning a reason.

The Hirer shall provide the Owner with details of the Event planned by the Hirer. The conduct of other activities during the Hire Period shall not be permitted without the explicit agreement in writing of the Owner.

Until a booking is confirmed (see below) the dates/times of the booking remain available to others. However the Owner shall not accept another booking without first giving the Hirer an opportunity to complete the booking confirmation.

### Hire Period

The hire period includes any set up or take down times required by the Hirer.

Unless specifically agreed with the Owner, a Hire Period shall be for one or more periods of 30 minutes starting on the hour or half hour.

Unless specifically agreed with the Owner, occupation of the Premises by the Hirer shall cease by 11 pm.

### Hire Charge

The Owner shall require the Hirer to pay a hire charge.

The hire charge includes the use of tables and chairs, kitchen facilities and any additional facilities specified on the Booking Form. It does not include the use of tea towels, towels and tablecloths.

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### Security Deposit

The hire charge does not include provision for any costs arising from:

- damages, breakages, or losses of the Premises
- unauthorised alterations to the Premises
- cleaning of the Premises and surrounding area required at the end of the Hire Period
- any other failure to comply with the requirements of Annex A Conditions of Hire to this document

The Hirer may be required, at the Owner's sole discretion, to pay a refundable security deposit to cover any potential cost to the Owner resulting from such costs.

Prior to the start of the Hire Period, the Hirer shall be given an opportunity to view the Premises and agree, or otherwise, the condition of the Premises.

At the end of the Hire Period the Owner shall inspect the Premises and surrounding area. If the Owner concludes, at the Owner's sole discretion, that such costs have arisen, then the Owner shall be entitled to retain the security deposit, or any portion of the security deposit, to cover these costs. If the Owner decides that no costs have arisen then the deposit shall be refunded.

### Payment Of The Security Deposit And Hire Charge

Payments shall be made at the times and in the amounts specified by the Owner.

### Confirmation Of Booking And Receipt Of Payment

A booking is confirmed once the Hirer has:

- agreed the details of the booking
- agreed to this Hire Agreement and Conditions of Hire
- agreed to any other policy as required by the Owner
- paid any required security deposit as required by the Owner
- paid the hire charge as required by the Owner

### Cancellation By The Hirer

The Hirer may cancel a Hire Period at any time. Cancellation of a Hire Period shall only be accepted by the Owner when the Owner receives written or email confirmation from the Hirer.

The minimum notice period for the Hirer to receive a full refund of any hire charge paid is 30 days prior to the start date of the Hire Period, unless the Owner specifies another minimum notice period in writing at the time of booking.

If the Hirer cancels a Hire Period after the start of the minimum notice period the hire charge paid by the Hirer will not usually be refunded, unless the Owner is able to hire the Premises for the same period as the cancelled Hire Period. However the Owner may decide, at the Owner's sole discretion, to refund the hire charge partially or fully.

### Cancellation By The Owner

The Owner shall be entitled, at the Owner's sole discretion, to cancel a Hire Period if the Hirer fails to comply with this Hire Agreement, the Conditions of Hire or any other condition required by the Owner.

Payments made to the Owner in respect of the cancelled Hire Period shall be refunded as follows:

- any security deposit paid to the Owner shall be refunded
- the hire charge paid to the Owner shall be refunded, if the Owner is able to hire the Premises for the same period as the cancelled Hire Period

### Force Majeure

If, as a result of circumstance beyond the control of the Owner, the Premises is not able to be provided to the Hirer, the Owner shall be entitled, at his sole discretion, to cancel the Hire Period.

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The Owner shall refund any hire charge and security deposit paid by the Hirer in respect of the cancelled Hire Period.

### Liability

The Premises is provided to the Hirer on the condition that it is used entirely at the Hirer's own risk. The Owner does not accept liability or responsibility for accidents or injuries to, or illness or death of, the occupants and visitors and or loss or damage to their property and belongings, including motor vehicles, however caused.

The Hirer shall indemnify the Owner against all actions, claims and proceedings arising from any breach of this Hire Agreement and Conditions of Hire.

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.

The Owner shall not be liable for any costs or other liabilities incurred by the Hirer or any third party as a result of a Hire Period being cancelled by the Owner.

### Use Of The Premises

The Hirer may not sub-let the facilities hired under this Agreement.

This Agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the Hirer.

### Termination

The Owner shall be entitled to terminate this Agreement with immediate effect by serving notice in writing or by email to the Hirer if the Hirer is in material breach of the terms of this Agreement.

### Data Protection

The Owner shall be entitled to use the personal data of the Hirer to comply with the law and for the purposes of managing the hall, its bookings and finances, running and marketing events at the hall and its fundraising activities. Data may be retained for up to 7 years for accounts purposes and for longer where required by the Owner's insurers.

The Hirer shall be entitled to find out more about the Hirer's rights, how the Owner uses the Hirer's personal data, or to see a copy of the Hirer's personal data, by contacting the Owner on 07747 860 592 or at [contact@wasahall.co.uk](mailto:contact@wasahall.co.uk) or by going to [www.wasahall.co.uk/personaldata](http://www.wasahall.co.uk/personaldata).

### Special Conditions

None unless specified here.

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### Annex A

#### Conditions Of Hire

The Hirer shall ensure that the following conditions of hire are complied with.

#### **Maximum Occupancy**

The number of attendees at the Event shall be within the people capacity limits of the Premises, as follows:

	Chanctonbury Room	Dore Room
Standing	180	100
Sitting – theatre style	60	40
Sitting - tables	90	50

Where tickets are sold for an Event, the Hirer shall ensure that the number of tickets sold does not exceed the people capacity limits of the Premises.

#### **Prevention Of Damage**

The Premises shall be handled with care and safety and not damaged or changed. All persons attending the Event shall take particular care to prevent damage to the flooring by not wearing footwear with sharp or pointed heels.

#### **Utilities**

There shall be no interference with the water, electricity or gas supplies to the Premises. Any failure of these supplies shall be reported to the Owner as soon as possible.

#### **Fire, Emergency And Accident**

The Hirer shall report any fire, emergency or accident to the Owner as soon as possible.

The Hirer shall ensure that he/she is briefed by the Owner on fire, emergency and accident matters relevant to the use of the Premises, including the location of all fire exits.

The Hirer shall ensure that all fire exits are unlocked and access to them is unobstructed at all times.

The Hirer shall ensure that all persons attending the Event are briefed on:

- the sounding of the fire alarm and carbon monoxide alarms
- the location of fire and emergency exits and first aid kits
- the use of fire extinguishers and the actions to take in the event of a fire, emergency or accident

The Hirer shall use the first aid kits provided by the Owner only to treat an accident occurring on the Premises and for no other purpose. The Hirer shall complete an Accident Report Form whenever the first aid kit is used and shall place each completed form in the mailbox at the front entrance of the Premises prior to the end of the Event.

#### **Health & Safety**

The Hirer shall ensure that:

- he/she is briefed by the Owner on health and safety matters relevant to the use of the Premises
- any portable electrical equipment brought into the Premises by the Hirer is fully safe and fit for use
- all equipments and devices are handled in a safe manner and in accordance with operating instructions.
- no alteration is made to any of the Premises' switches, taps or controls, except as agreed with the Owner.
- no attempt is made to use or repair any damaged or failed equipment belonging to the Owner and that any damage to, or failure of, the Owner's equipment is reported to the Owner as soon as possible.

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- no person uses a stepladder
- all persons store away chairs and tables as agreed with the Owner, using the equipments provided

#### Protection Of Children From Harm

The Hirer shall ensure that every child under the age of 16 years is accompanied by a responsible adult, the contact details of the responsible adult are provided to the Owner and the responsible adult is present for the duration of the event.

The Hirer shall ensure that children are protected from harm by:

- keeping children under supervision and specifically not allowing the use of equipments and entry to the chair store and kitchen unsupervised
- ensuring that radiators are not hot enough to cause any injury if touched

#### Prevention Of Public Nuisance And Crime And Disorder

The Hirer shall ensure that:

- the Event does not cause unreasonable nuisance or annoyance to anyone in the vicinity
- the behaviour of all persons using the Premises is appropriate and in accordance with accepted norms of behaviour
- all persons leaving the Premises after 10.00 pm do so with the minimum of noise to avoid disturbance to neighbours. The Hirer shall indemnify the Owner against any claims so arising.
- car parking in the adjacent car park and School Lane does not obstruct traffic flow in School Lane and access to adjacent properties
- no person smokes on the Premises
- any incident involving crime or disorder is reported to the police and the Owner at the time.

#### Use Of Equipment & Effects

The Hirer shall obtain the prior permission of the Owner to bring into the Premises or use:

- any equipment
- decorative materials
- any pyrotechnics, flammable substances and materials, smoke or other special effects making devices
- any animals

Helium balloons are not allowed in the Premises, except with the explicit agreement in writing of the Owner.

#### Sale Of Goods

The hirer shall not sell goods or allow the sale of goods to take place on the Premises unless specifically authorised by the Owner in writing or by email.

#### Licensable Activities

The Hirer shall ensure that:

- all licensable activities planned for the Event are disclosed to the Owner prior to the start of the Event
- a copy of the conditions of the Premises Licence is provided by the Owner to the Hirer and that the Hirer is briefed by the Owner on compliance with the provisions of the Premises Licence and other relevant policies
- all activities comply with the law, with the licensing conditions and restrictions of either the Premises Licence or the Temporary Event Notice (TEN) obtained for the Hire Period and with the Owner's policies

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- any Temporary Event Notices (TEN) as may be needed for any licensable activity are obtained, are shown to the Owner before the start of the Hire Period and are displayed during the Event, in the place within the Premises designated by the Owner

#### Supply Of Alcohol

The Hirer shall:

- sell alcohol on the Premises only between the times of 10.00 and 23.45 and as agreed with the Owner in writing or by email
- at all times comply with the Owner's policies on the provision of alcohol, including free of charge and bring your own (BYO)
- display, for the duration of the event, a Challenge 21 poster near the point of serving at any event serving alcohol, including bring your own (BYO)

#### Films

The Hirer shall play exhibit a film only between the times of 10.00 and 23.45 and as agreed with the Owner in writing or by email. The Hirer shall:

- ensure that he/she has the appropriate copyright licences for any film exhibited
- provide to the Owner, at least ten days before the start of the Event, the identify of any film to be exhibited
- if the film is not BBFC rated, provide to the Owner, at least forty days prior to the date of the Event, details of the film sufficient to allow the licensing authority to rate the film
- obtain the explicit permission of the Owner for the exhibition of a film rated 18
- comply with the Owner's policy on age verification if any film has BBFC or licensing authority age restrictions or if the Owner requires it
- ensure that children are restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification

#### Music

The Hirer shall play live and recorded music only between the times of 10.00 and 23.45 and as agreed with the Owner in writing or by email. The Hirer shall be responsible for compliance with any licensing requirements arising from the playing of music.

#### Raffles, Tombola & Similar Activities

The Hirer shall not conduct any raffle, tombola and similar activities on the Premises, unless specifically authorised by the Owner in writing or by email.

#### Live TV

The Hirer shall ensure that no live television broadcast is watched on any device within the Premises.

#### Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau (CRB) checks have access to the children.

The Owner reserves the right to apply relevant checks where children over eight and vulnerable adults are taking part in activities.

The Hirer shall provide the Owner with a copy of their CRB check and Child Protection Policy on request.

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**Conditions Of Hire**

**End Of Event**

The Hirer shall ensure that at the end of the Event, unless otherwise agreed with the Owner:

- the Premises are left in a clean and tidy condition, contents are returned to their positions at the start of the hire period and all rubbish, except recycling items, is removed
- all lighting and heating is turned off
- all gas appliances are turned off and all portable electrical equipment is unplugged
- all windows and external doors are closed and locked
- any keys are returned to the Owner on the same day as the Event