

DATED: 30/07/2012

PARTIES

- (1) Foston & Scropton Parish Council, as named in clause 1.2 acting by its management committee known as Foston & Scropton Parish Hall Committee ("FSPHC")
- (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, the FSPHC 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 clauses 1.1 to 1.6 below are terms of this agreement. This Hire Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule

1.1 Dates(s) required: Date _____ Start Time _____ End Time _____

1.2 Foston & Scropton Parish Hall:

- (a) Registered charity no: 509025
- (b) Authorised representative: Ms Alison Barnes (Clerk to the Parish Council)
- (c) Address: 4 Lodge Hill, Tutbury, Burton-on-Trent, Staffs, DE13 9HF
- (d) Telephone number: 07967 385862

1.3 Hirer

Name: _____

Organisation: _____

Name of Organisations Authorised Representative: _____

Address: _____

Contact Telephone Number: _____

1.4 Hire Fee / Deposit

Hire Fee £ _____

Deposit £ _____

Hire Fee

The FSPHC requires full payment of the hire fee on the signing hereof. The hire fee as detailed in section 26.

Deposit

FSPHC requires a deposit (due on the signing hereof) of £150.00– cheque payable to "Foston & Scropton Parish Hall. This 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 nor complaints made to the FSPHC about noise or other disturbance during the period of the hiring as a result of the hiring. If at the discretion of FSPHC agreeing to no deposit being required, Hirers will be invoiced for the cost of any damage or loss caused to the premises and/or contents during the period of the hiring.

1.5 Premises includes use of the whole hall and grounds immediately outside of the hall (I.e. the car park)

1.6 Purpose of Hire

Purpose / description of hiring, including age group of people attending	
Type of event	Public / Private
Commercial Use	Yes / No
Is food (other than biscuits/cakes) to be provided?	Yes / No

2. The Hirer agrees with the FSPHC to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.
3. The Standard Conditions of Hire together with any Special Conditions of Hire shall form part of the terms of this Hiring Agreement, unless specifically excluded by agreement in writing between the FSPHC and the Hirer.
4. 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

SIGNATORY	SIGNATURE
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:	
Signed by the person named at 1.2(b) above, duly authorised, on behalf of the FSPH:	

To be signed in conjunction with the standard hire conditions annexed at the foot of this form.

NAME & ADDRESS OF CATERER (if appropriate). If self-catering, please state 'SELF CATERING'

.....
 TEL.NO:.....

NAME & ADDRESS OF BAR PROVIDER: (if appropriate).

.....
 TEL.NO:.....

BAR PROVIDER TO APPLY FOR TEMPORARY EVENTS NOTICE AND SEND COPY TO FOSTON & SCROPTON PARISH COUNCIL

These standard conditions apply to all hiring of the parish hall. If the Hirer is in any doubt as to the meaning of the following, the FSPHC should immediately be consulted.

1. Supervision

The Hirer shall, 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 obstruction of the highway. As directed by the FSPHC, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

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. 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.

4. Licences

The Hirer shall ensure that the appropriate Premises Licence is in place if any regulated entertainment and licensable activities will take place. Such activities include the performance of plays; the exhibition of films; indoor sporting events; boxing or wrestling entertainment; the performance of live music; the playing of recorded music; the performance of dance; making music; dancing; entertainment similar to those above; the provision of hot food/drink after 11pm; the sale of alcohol.

The FSPHC does not have a licence with the Performing Rights Society for the performance of copyright music. Should any performing of copyright music take place, liability and responsibility is that of the Hirer.

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 Licensing Authority 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 acknowledges that they have read & explained to guests, instruction (The instructions are located near to the toilets) in the following matters:

- a. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- b. The location and use of fire equipment.
- c. Escape routes and the need to keep them clear.
- d. Ensuring both entrance and exit doors remain unlocked at all times.
- e. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

In advance of any entertainment or play the Hirer shall check the following items:

- f. That all fire exits are unlocked.
- g. That all escape routes are free of obstruction and can be safely used.
- h. That any fire doors are not wedged open.
- i. That exit signs are illuminated and not obstructed with other equipment.
- j. That there are no obvious fire hazards on the premises.

6. 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. Any emergency exit signs must be kept illuminated during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

7. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the FSPHC.

8. 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 are stored in compliance with the Food Temperature Regulations. The premises are provided without the use of a refrigerator or a thermometer.

9. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them 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 available the hirer **must** make use of it in the interests of public safety.

10. Indemnity

The Hirer shall indemnify and keep indemnified each member of the FSPHC management committee, Foston & Scropton Parish Council and the FSPHC's employees, volunteers, agents and invitees against:

- a. the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises
- 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 premises (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 premises by the Hirer.

The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the FSPHC. The FSPHC is insured against any claims arising out of its **own** negligence only.

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the FSPHC **as soon as possible** and complete the relevant section in the FSPHC's accident book. Any failure of equipment belonging to the FSPHC 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 FSPHC will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

12. Explosives and Flammable Substances

The hirer shall ensure that:

- a. Highly flammable substances are not brought into, or used in the premises and that
- b. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the FSPHC. No decorations are to be put up near light fittings or heaters.

12.1 Heating

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 FSPHC. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used. Electric heaters are provided for use throughout the hall, by the Hirer.

13. 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. No illegal drugs may be brought onto the premises.

14. Animals

The Hirer shall ensure that no animals except guide dogs are brought into the premises, unless agreed in advance by the FSPHC.

15. 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 Parish Hall committee with a copy of their Child Protection Policy on request.

16. 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 FSPHC's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition.

17. 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.

18. Cancellation

If the Hirer wishes to cancel the booking before the date of the event, the question of the payment or the repayment of the fee shall be at the discretion of the FSPHC. The FSPHC reserve the right to charge an administration fee in respect to any such cancellation by the Hirer.

The FSPHC reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- A. The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- B. The FSPHC reasonably considering that:
 - a. Such hiring is likely to lead to a breach of these terms and conditions, any relevant licensing conditions, or other legal or statutory requirements, or
 - b. Unlawful or unsuitable activities will take place at the premises as a result of this hiring
- C. The premises becoming unfit for the use intended by the Hirer
- D. 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.
- E. In any such case the Hirer shall be entitled to a refund of any fee already paid, but the FSPHC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

19. 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 FSPHC shall be at liberty to make an additional charge for the rectifying of this.

20. Noise

The Hirer shall ensure that the minimum of noise is made at all times during the hire period, particularly late at night and early in the morning. The Hirer should seek prior written approval from FSPHC if using sound amplification equipment, avoid all noise after 11pm, make use of any noise limitation device provided at the premises, and comply with any other licensing condition for the premises. Disposal of bottles and rubbish must not take place outside after 9pm, and should be placed in separate bags near to the bin provided in the car park. All windows and doors should be kept closed when loud music is being played after 9pm in the evenings. Excessive noise should be avoided at all times during the hire period, and consideration to neighbouring properties should be given at all times by the hirer, failure to comply will result in loss of deposit.

21. Stored Equipment

The FSPHC 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 FSPHC may, in its discretion in any of the following circumstances, namely:

- A. In respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended.
- B. In respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose 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.

22. 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 FSPHC. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the FSPHC remain in the premises at the end of the hiring. It will become the property of the FSPHC unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

23. No Rights

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

24. Fireworks

The Hirer shall ensure that no fireworks are let off on Parish Hall premises, or in the vicinity of the Parish Hall without written permission from FSPHC. In addition, the Hirer shall not permit events in the Hall to be used to let fireworks off on nearby verges or property, without written permission from the relevant authorities or landowners. In the event of permission being granted for special occasions, i.e. Guy Fawkes, New Year's Eve etc., notification of the intention to let off fireworks must be made at least one month before the event to Foston & Scropton Parish Council)

25. No Smoking

Foston & Scropton Parish Hall Hiring Agreement

The Hirer must ensure that no smoking takes place in the Parish Hall, and that their guests go outside if they wish to smoke. This condition is essential for the compliance with the law, health and safety of all who use the building, and is insisted upon by our insurers. Any breach of this condition may result in loss of deposit or further charges. All cigarette waste outside the hall is the responsibility of the hirer, failure by the Hirer to ensure correct cleaning of such waste will result in loss of deposit paid.

26. Hire Charges.

The Hire fee is based on the hire period as detailed in section 1.1. The hire fee is chargeable at £9.00 per hour. The Hirer is entitled to 30 minutes free preparation time prior to the event start time. Any additional preparation/cleaning time outside of the hire period is chargeable at the hire rate of £9.00 per hour.

ALL BOOKINGS DETAILED IN THE ABOVE HIRING AGREEMENT, ARE SUBJECT TO APPROVAL BY FSPHC. FSPHC RESERVE THE RIGHT TO REVOKE ANY HIRING AGREEMENT WITHOUT NOTICE AND REASON.

THE FOLLOWING DOCUMENTATION IS TO BE READ IN CONJUNCTION WITH THIS HIRING AGREEMENT:

- RISK ASSESSMENTS
- FIRE SAFETY PROCEDURES
- ACCIDENT BOOK