

# Hirer to keep for their reference

## Hurworth Village Hall

### Hire Agreement

#### HIRERS RESPONSIBILITIES

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the Hirer is an organisation or group, the authorised representative. The HIRER will be over 18 years of age.

#### Supervision

- The hirer is considered to be the Event manager and 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, and the behaviour of all persons using the premises whatever their capacity: including proper supervision of car parking and young person's under 18 years.

#### Use of Premises

- The hirer shall not use the premises for any purpose other than that advised at the time of booking.
- Standard operating hours are 8.00 to 23.30, although all music must cease at 23.00hrs.
- The capacity ( Seating for 80 persons – total capacity no more than 100 persons ) must not be exceeded.
- The sale of alcohol in any form is not permitted unless a Temporary Event Notice has been obtained from Darlington Borough Council. Alcohol is permitted for private events where not sold.
- They 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.
- The Hirer will be responsible for obtaining any licences that are needed and for the observance of the same.
- The premises will not be used for any form of adult entertainment of a sexual nature.
- No smoking is allowed anywhere in Hurworth Village Hall.
- Doors and windows will be managed during events to ensure that noise does not escape from the building.
- The hirer is requested to ensure that users have consideration for local residents both during the event and that they leave quietly at the end of their event.
- Users are requested to not gather outside the hall as this causes a disturbance to neighbours. This includes those gathering to smoke cigarettes and tobacco.
- There is no access to the rear of the Hall.
- The Hirer should note that the use of such as Sellotape to hang decorations on the walls is not permitted as this causes damage to the paintwork. The Hirer will be liable to pay for any necessary repairs as a result of decorations being affixed to walls and woodwork.

#### Indemnity

- The hirer shall reimburse Hurworth Village Hall for the cost of any repair or 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.

## **Insurance**

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

## **Children Act – Safeguarding Children**

- The hirer shall ensure that any activities for children comply with relevant legislations and that only fit and proper persons have access to the children.
- With the exception of private parties, where events are organised for children, The Hirer will have a valid certificate from the Disclosure and Barring Service and The Hirer takes full responsibility for any other person's they engage to look after children.
- There shall be a minimum of three competent persons over 18 years of age to supervise all children's events. Children are not allowed in the Hall unaccompanied.
- Where the event is predominantly for children under the age of 16 years there shall be additional adult supervision. The NSPCC recommends:
  - Aged 0 - 2 years: 1 adult to 3 children
  - Aged 2 - 3 years: 1 adult to 4 children
  - Aged 4 - 8 years: 1 adult to 6 children
  - Aged 9 - 12 years: 1 adult to 8 children
  - Aged 13 - 18 years: 1 adult to 10 children.

## **Health and Hygiene**

- The hirer shall, if preparing, serving or selling food, ensure all relevant food health and hygiene legislation and regulations are adhered to.
- The Hirer shall familiarise themselves with the location of the First Aid Kit.
- The Hirer is responsible for ensuring the Hall is left in a clean and tidy condition with all work surfaces wiped down.
- The Hirer is responsible for ensuring that rubbish is bagged and taken away at the end of their hire period.

## **Fire Safety**

- Under the Fire Safety Order 2006 hirers of premises such as Village Halls etc. bear the responsibility for fire safety for the duration of their hire.
- As a hirer of Hurworth Village Hall and organiser of your event this responsibility will fall to you.
- The building has previously been risk assessed under the Fire Safety Order so in essence the extent of your responsibilities can be summarised as follows. The hirer must: -
  - Be familiar with the layout of the building and escape routes as indicated by the green 'running man' signs and ensure that these routes are kept free from obstruction.
  - Be familiar with the contents of the Fire Action Notices located at various points throughout the building, which inform you what to do in the event of a fire.
  - Ensure that any electrical equipment used in connection with your hiring e.g. sound systems has been suitably tested by a competent person and is safe.
  - Not use unauthorised heating appliances or highly flammable substances.
  - Ensure that exit signs and the emergency lighting supply illuminating exit signs and routes is turned on the whole time the event is in progress.
  - Ensure that the Fire brigade is called to all fires no matter how small and that the Booking Secretary is informed immediately.

## **Animals**

- The Hirer shall discuss with the booking secretary if it is their intention to have animals in the Hall. Guide dogs are permissible without discussion.

## **Cancellation**

- If the Hirer wishes to cancel the booking before the date of the event and the Committee is unable to arrange a replacement booking, the question of the payment of the hiring fee shall be at the discretion of the Hurworth Village Hall Committee.
- Hurworth Village Hall Management Committee reserves the right to refuse or cancel a booking at any time without notice, prior to or during the booking event.
- 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, at the discretion of the Hurworth Village Hall Committee.