

**Form 1
Hiring Agreement for Funtington & District Village Hall**

DATED:

Name of Hirer
(Individual or Organisation)

AGREED as follows:

1. In consideration of the hire charges agreed and described in clause 1.4, the Village Hall agrees to permit the Hirer to use the premises 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 and the answers to the questions in clauses 1.7 and clause 2 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:

Day(s) Month

No. Hours of required
INCLUDING preparation and
clearing up From

1.2 Village Hall:

(a) Registered Charity No:

(b) Authorised Representative:

Address:

Telephone Number:

1.3 Hirer:

(a) Contact Name:

(b) Organisation:

(c) Name of Organisation's
Authorised Representative:

Address:

Contact Telephone Numbers:

(d) Name of nominated responsible
adult (see 3 below)

1.4 Charges as agreed:

Hire Fee:

Deposit:

The Hirer shall pay the balance of fees on or before the conclusion of the event for which the premises are hired (the deposit, if any, having been paid on the signing hereof).

Balance:

Commercial Use?

1.5 Premises

Whole hall including kitchen:

1.6 Purpose/description of hiring

Will this be a public or private event?

1.7 Is food (other than biscuits/cakes) to be provided at the event?
 (See Standard Condition 8)

2. The Village 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:

The Hall is licensed for these Activities: (see Annex 1 for permitted hours)	Indicate activities to take place at your event:
a. The performance of plays	
b. Indoor sporting events	
c. The performance of live music	
d. The playing of recorded music	
e. The performance of dance	
f. Entertainment similar to those in g - h	
g. The sale of alcohol [See Additional Notes below on licensing]	

The Hall is NOT licensed for these Activities: [A Temporary Event Notice (TEN) will be needed if you wish to undertake them - see paragraph 2.2 (c)]
a. The exhibition of films
b. Boxing or wrestling entertainment
c. The provision of hot food/drink after 11pm
d. Children's Bouncy Castles
e. Barbeques
f. Fireworks.

3. The Hirer agrees with the Village Hall to be present (or the Hirer's authorised representative, if appropriate will be present) during the hiring and to comply fully with this Hire Agreement. Furthermore, if alcohol is to be sold/supplied, the nominated responsible adult will be present throughout the hiring, unless prevented by ill-health or emergency, when a replacement must be nominated. The Hirer will procure that the nominated responsible adult will supervise the sale/supply of alcohol and shall be responsible for ensuring that all persons attending the event adhere to the Premises Licence Operating Conditions at pages 4 to 9 below,
4. It is hereby agreed that the following shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Village Hall and the Hirer:
 - (a) Premises Licence (Annex 1),
 - (b) Standard Conditions of Hire (Annex 2),
 - (c) Special Conditions of Hire, if appropriate.
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.

As Witness the hands of the parties hereto:

Signed by the person named at 1.2(b) above, duly authorised, on behalf of the Village Hall's Management Committee:

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 nominated responsible adult named at 1.3(d) above if different from the person named at 1.3 (a) or at 1.3(c) above,

[See pages 4 to 9 for Annex 1 – Summary of Premises Licence Operating Conditions, and pages 10 – 13 for Annex 2 - Standard Conditions.]

Annex 1: Extracts from Premises Licence Operating Conditions permitted under the Licensing Act 2003:



**Licensing Act 2003 - Sections 16 and 18
Premises Licence - Part A**

**Chichester District Council East Pallant House 1 East Pallant
Chichester West Sussex PO19 1TY**

Premises Licence Number - **3815/05/01121/LAPREV**

Licensable activities authorised by the licence

Performance of a Play
Indoor Sporting Event
Performance of Live Music
Playing of Recorded Music
Performance of Dance
Provision of regulated entertainment of a similar description to Live Music, Recorded Music
or a Performance of Dance
Provision of Facilities for Making Music
Provision of Facilities for Dancing
Provision of entertainment facilities similar to those for Making Music or Dancing
Supply of Alcohol

Times the licence authorises the carrying out of licensable activities

Performance of a Play

Standard Days and Timings

Monday to Saturday 09:00 - 23:00

Sunday 09:00 - 22:30

Non Standard Timings

Good Friday 09:00 - 22:30

Christmas Day 09:00 - 22:30

New Year's Eve 09:00 - 00:15

Indoor Sporting Event

Standard Days and Timings

Monday to Saturday 09:00 - 23:00

Sunday 09:00 - 22:30

Times the licence authorises the carrying out of licensable activities

Performance of Live Music

Standard Days and Timings

Monday to Saturday 09:00 - 23:00

Sunday 09:00 - 22:30

Non Standard Timings

Good Friday 09:00 - 22:30

Christmas Day 09:00 - 22:30

New Year's Eve 09:00 - 00:15

Playing of Recorded Music

Standard Days and Timings

Monday to Saturday 09:00 - 23:00

Sunday 09:00 - 22:30

Non Standard Timings

Good Friday 09:00 - 22:30

Christmas Day 09:00 - 22:30

New Year's Eve 09:00 - 00:15

Performance of Dance

Standard Days and Timings

Monday to Saturday 09:00 - 23:00

Sunday 09:00 - 22:30

Non Standard Timings

Good Friday 09:00 - 22:30

Christmas Day 09:00 - 22:30

New Year's Eve 09:00 - 00:15

Provision of regulated entertainment of a similar description to Live Music, Recorded Music or a Performance of Dance

Standard Days and Timings

Monday to Saturday 09:00 - 23:00

Sunday 09:00 - 22:30

Non Standard Timings

Good Friday 09:00 - 22:30

Christmas Day 09:00 - 22:30

New Year's Eve 09:00 - 00:15

Provision of Facilities for Making Music

Standard Days and Timings

Monday to Saturday 09:00 - 23:00

Sunday 09:00 - 22:30

Non Standard Timings

Good Friday 09:00 - 22:30

Christmas Day 09:00 - 22:30

New Year's Eve 09:00 - 00:15

Times the licence authorises the carrying out of licensable activities

Provision of Facilities for Dancing

Standard Days and Timings

Monday to Saturday 09:00 - 23:00

Sunday 09:00 - 22:30

Non Standard Timings

Good Friday 09:00 - 22:30

Christmas Day 09:00 - 22:30

New Year's Eve 09:00 - 00:15

Provision of entertainment facilities similar to those for Making Music or Dancing

Standard Days and Timings

Monday to Saturday 09:00 - 23:00

Sunday 09:00 - 22:30

Non Standard Timings

Good Friday 09:00 - 22:30

Christmas Day 09:00 - 22:30

New Year's Eve 09:00 - 00:15

Supply of Alcohol

Standard Days and Timings

Monday to Saturday 10:00 - 23:00

Sunday 10:00 - 22:30

Good Friday 12:00 - 22:30

Christmas Day 12:00 - 15:00 and 19:00 - 22:30

New Year's Eve except on a Sunday 10:00 - 00:00

New Year's Eve on a Sunday 12:00 - 00:00

The opening hours of the premises

Sunday 09:00 - 23:30

Monday to Saturday 09:00 - 00:00

New Year's Eve 09:00 - 01:15

Seasonal variation

None

Where the licence authorises supplies of alcohol whether these are on and / or off supplies

Alcohol is supplied for consumption on the premises.

Annex 1 – Mandatory conditions

1. Alcohol - s19 Licensing Act 2003
 - (i) No supply of alcohol may be made under the Premises Licence at a time when there is no Designated Premises Supervisor in respect of the Premises Licence, or at a time when the Designated Premises Supervisor does not hold a Personal Licence or his Personal Licence is suspended, and
 - (ii) Every supply of alcohol under the Premises Licence must be made or authorised by a person who holds a Personal Licence.
2. The standard terms/conditions/restrictions and any specific conditions from the converted licences listed below apply. Where any amendments have been made, these are shown in italics.

Local Government (Miscellaneous Provisions) Act 1982 - Chichester District Council (Public Entertainment) Regulations 1982 -

Public Entertainment Licence No. 04/00420/PEL1C granted on the 1st December 2004 by the Chichester District Council. Standard conditions as shown at Annexe 5 apply, as do the following specific conditions.

Maximum Capacity - The number of persons permitted on the licensed premises at any one time shall not exceed:-

- (1) When used for functions with seating at tables: 70
- (2) When used for dancing only or functions for closely seated audience: 100

1. At all times that the premises are used for the purposes of this licence the door leading from the kitchen to the exterior must be secured in the unlocked position **by** the licence holder or other responsible person nominated by the Licensee in writing.
2. The emergency lighting system shall be tested regularly, at least once a month, and a record kept of the tests.

Theatres Act 1968

Theatres Act Licence number: 04/00419/THR1W granted on the 1st December 2004 by the Chichester District Council. Standard conditions as shown at Annexe 6 apply, as do the following specific conditions.

Maximum Capacity - The number of persons permitted on the licensed premises/on that part of the premises licensed for the public performance of plays at any one time shall not exceed:- 100

1. At all times that the premises are used for the purposes of this licence the door leading from the kitchen to the exterior must be secured in the unlocked position **by** the licence holder or other responsible person nominated by the Licensee in writing.
2. The emergency lighting system shall be tested regularly, at least once a month, and a record kept of the tests.

Annex 2 – Conditions consistent with the Operating Schedule

1. Windows on the North side of the main hall are to be closed at 22:00, to prevent the escape of noise which could cause a public nuisance.

Appendix 2

2. All doors must be closed after 22:00 except for access and egress.
3. Signs shall be prominently displayed requesting people who use the outside area to have consideration for the neighbours and avoid causing disturbance to nearby residents, as well as signs requesting those leaving to do so quietly and considerately.
4. When disposing of rubbish, particularly glass, noise must be kept to a minimum to avoid creating a public nuisance, especially late at night.
5. Deliveries or collections should not take place between 23:00 and 07:00.
6. The Management Committee shall endeavour to avoid conflict between the use of the hall, and the interests of residents, and shall strive to achieve a balance between the frequency of evening hall bookings and the amount of disturbance the activities are likely to cause, to avoid creating unreasonable public nuisances.
7. There must be a sufficient number of responsible persons present at functions, who remain sober, to exercise authority and implement the four licensing objectives.
8. Occupancy of the premises must be monitored to ensure that the maximum capacity (stated in Public Entertainment Licence No. 04/00420/PELIC and Theatres Act Licence number: 04/00419/THR1W, both granted on the 1st December 2004 by the Chichester District Council) is not exceeded.
9. A Health and Safety policy must be adhered to and reviewed regularly, including undertaking annual risk assessments, to avoid risks to public safety.
10. Electrical and fire-safety equipment must be serviced annually by certified engineers to ensure that all equipment is in good working order.
11. The Hall must be kept in good order through regular maintenance to avoid risks to public safety developing.
12. Children must be accompanied by an adult or supervised by a responsible person.
13. Curtains will be drawn during evening and night time events.

Annex 3 – Conditions attached after a hearing by the Licensing Authority

None

Annex 4 – Plan(s)

The attached plan(s) referenced **undated plans 2004/45/100 and 2004/45/101** shows the area(s) licensed for the purposes of the Licensing Act 2003.

Note 1: *Note that in every case the building must be closed to the Public not more than one hour after the end of an Event.*

Note 2: Indoor Sporting Events are **NOT** permitted on Christmas Day, Good Friday or New Year's Eve.

(2) Occupation Numbers:

The **MAXIMUM** number of persons permitted on the licensed premises at any one time shall not exceed :

(ai) When used for functions with seating at tables: **70**

(b) When used for dancing only or for functions for closely seated audiences: **100**

3. Additional Notes for Sale of Alcohol:

(a) If you wish to sell alcohol, you will need to seek written permission from the Management Committee, using Form 2.

(b) The hall has a licence with the Performing Rights Society for the performance of copyright music. See paragraph 4 of Annex 2 below

(c) In order to hold a licensable activity not covered by the Village Hall's Premises Licence, a Temporary Event Notice (TEN) will need to be submitted to the licensing authority.

The Hirer shall obtain the written consent of the Management Committee on the form provided for this purpose before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the Hall Management Committee and local voluntary organisations.

Annex 2: Standard Conditions of Hire

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

1. Supervision

The Hirer shall, during the period of the hiring, be responsible for:

- (a) supervision of the premises, the fabric and the contents;
- (b) their care, safety from damage however slight or change of any sort; and
- (c) 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 and obstruction to the access to numbers 29 and 31 Heather Close, West Ashling.

As directed by the Booking Secretary, 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 Village Hall holds a Phonographic Performance Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television and/or a Performing Society Rights Licence which permits the use of copyright material by performers in person. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence (eg the performance of copyright plays required a licence from the author or publisher or other holder of the copyright) or the Village Hall holds such a licence.

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.

- (a) The Hirer acknowledges that they have received instruction in the following matters:
 - The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - 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.
- (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.

6. Means of Escape

- (a) All means of exit from the premises must be kept free from obstruction and available immediately for instant free public exit.
- (b) The illuminated emergency exit signs are operated by zoned automatic mains failure switching devices. However, as an additional safety precaution, the exit signs in the main hall can be switched on manually in the corridor by the stage door.

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 Booking Secretary of the Management Committee.

8. Health and Hygiene

The Hirer shall inform the Booking Secretary if planning to prepare, serve or sell food, because the Hall is NOT registered as "food premises". Exemptions from the Food Safety Act 1990 are very limited, and therefore the Management Committee needs to control the Hall's use for such purposes.

The Hirer must 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 not provided with a refrigerator or thermometer.

9. Electrical Appliance Safety

The Hirer shall ensure that any electrical items 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. **Items must carry a label confirming that they have been PAT-Tested.** Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

10. Indemnity

- (a) The Hirer shall indemnify and keep indemnified each member of the Village Hall Management Committee and the Village Hall's employees, volunteers, agents and invitees against
 - (i) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises
 - (ii) 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
 - (iii) 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.
- (b) 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 Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Secretary to rehire the premises to another hirer.

The Village Hall is insured against any claims arising out of its **own** negligence.

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Village Hall Management Committee **as soon as** possible and complete the relevant section in the Village 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 local authority. The Booking Secretary 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 any part of 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 Management Committee. No decorations are to be put up near light fittings or heaters.

13. 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 Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

14. 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.

15. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Village Hall. No animals whatsoever are to enter the kitchen at any time.

16. Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children and vulnerable adults comply with the provisions of The Children Acts of 1989 and 2004, and the Safeguarding Vulnerable Groups Act 2006, and, that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children and vulnerable adults. The Hirer shall provide the Village Hall Committee with a copy of their Child Protection Policy on request.

17. 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 Village Hall's 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.

18. 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. Further detail can be found in the ACRE Village Hall Information Sheet 34.

19. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Village Hall. The Village Hall 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 Village 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;
- (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.

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

20. 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 Village Hall shall be at liberty to make an additional charge.

21. Noise

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 at the premises and comply with any other licensing condition for the premises.

22. 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, 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.

23. 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 Booking Secretary. Any alteration, fixture or 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 or, if any damage caused to the premises by such removal.

24. No Rights

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