

Friog and Fairbourne Village Hall

Hiring Agreement and Standard Conditions of Hire

Definitions

For the purpose of this agreement and the conditions of hire:

Village Hall means Friog and Fairbourne Village Hall.

Hirer means an individual or organisation stated on the booking form.

Premises means the parts of the village hall stated on the booking form.

Booking means the contract between the hirer and the village hall committee.

Period means the times stated on the booking form.

Function means the event described on the booking form.

Hiring Agreement

In consideration of the hire fees detailed on the Hire Charges sheet, the village hall committee agrees to permit the hirer to use the premises for the function and period(s) described in the booking form. All details inserted in the booking form are part of this agreement. The booking includes the following conditions:

1. **Booking Deposit:** the hirer shall pay a non-refundable £20 (or payment in full if less than £20) booking deposit, which will be deducted from the final bill. **Payment to be made at the time of booking.**
2. **Start and Finish Times:** Fifteen minutes is allowed prior to and after the period for setting and clearing away. In any event functions must end by 11pm, inclusive of clearing up time.
3. **Alcohol may not be sold** on the premises or car park. Individuals may bring alcoholic drinks into the hall only for their own consumption at an organised event or for a raffle prizes.
4. **Permitted numbers:** The Hall has a maximum capacity of 100 (to include helpers and performers) and 40 (seated or 24 at tables) in the multi-use room. On no account shall these figures be exceeded. This will be determined by any Welsh Government restrictions in place at the time
5. **Third Parties:** None of the agreement provisions confer any benefit pursuant to the Contracts (Right of Third Parties) Act 1999.
6. **Age:** The hirer confirms they are over 21 years of age. Organisations shall nominate such a person and name them on the booking form.
7. **Supervision:** The hirer or person in charge of the activity shall be on the premises for the entire period of hire or duration of the activity. When the premises or any part of them are used for the purpose of public entertainment there shall be a minimum of two persons aged 21 or over on duty. The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation.

Child Protection Policies are the responsibility of the Hirer.

The hirer or person in charge is responsible for the: -

- a) Care of the premises including the fabric and contents and reporting all damage to the caretaker or a member of the village hall committee
 - b) Behaviour of all persons using the premises
 - c) Car parking supervision. Please note limited parking is available at owner's risk. Sufficient space should be left as a means of escape route in the event of an emergency. The parking of vehicles on Beach Road should be avoided and the car park across the road from the Hall used as an overspill. Gwynedd Council parking rates apply.
8. **Security Deposit:** The village hall committee reserve the right to request additional security deposits as they see fit, held against cost of repair of damage. To be refunded within 28 days less any deduction.
 9. **Use:** The use of the hall is restricted to that detailed on the booking form. No sub-letting is allowed. No illegal activities such as selling drugs are allowed nor any that compromise the village hall insurance.
 10. **Licensable activities:** The village hall has a Performing Rights Society License allowing the use of music in any form. The hirer must obtain any other licenses (excluding the sale of alcohol) required for their event and provide proof to the village hall committee if requested. The hirer shall take reasonable steps to ensure noise

disturbance to neighbours is kept to a minimum and must cease by 11pm. The Hall does not hold a TV license. In the event of a fine being issued by the Licensing Authorities, the organiser at the time of the offense will be liable to pay it.

11. **Public Safety:**

- a) Obstructions must not be placed in the gangways or exits, nor in front of the emergency exits which must be immediately available for free public access.
- b) Firefighting equipment shall be kept in its proper place and only used for its intended purpose – see plan on notice board by the phone and labels on walls.
- c) Performances involving danger to the public shall not be held.
- d) Highly flammable substances shall not be brought into or used in any part of the building
- e) No unauthorised heating appliances shall be used on the premises.
- f) The hirer shall report all accidents involving injury to a member of the village hall committee and recorded in the accident book. First Aid boxes shall be readily available to all users of the premises and are located in the hall and kitchen.
- g) The hirer shall ensure any electrical goods brought to the premises is agreed with a committee member, is in good working order and complies with electrical safety regulations. Residual circuit breakers must be used for all such equipment.
- h) The safe operation other equipment is the responsibility of the hirer who shall familiarise themselves with relevant guidelines. Note: Bouncy castles **are not** permitted on the premises or car park.
- i) There is a No Smoking policy throughout the building **and its environs**, including vaping.
- j) We would ask that helium filled balloons are not used on the premises unless they are weighted/secured.

12. **Fire:** If a fire occurs the hirer must ensure that:

- a) The alarm has been sounded
- b) The fire brigade has been called to Friog and Fairbourne Village Hall, Beach Road, **LL38 2EJ**
- c) The person raising the alarm is located and the extent of the fire determined
- d) All those on the premises are aware of the emergency and leaves the building in an orderly fashion
- e) The doors are closed once everyone has left the building
- f) No person remains in the building
- g) No person enters the building during the emergency procedure
- h) Everyone proceeds to the assembly point in the car park opposite and is accounted for
- i) They make themselves known to the fire officer in charge

13. **Food and hygiene:** Anyone using the kitchen must familiarise themselves with the Kitchen Folder and is responsible for ensuring compliance with relevant food health and hygiene regulations. Use of crockery, cutlery, teapots and fridges is included in the hire charge. Under 18s are not permitted unsupervised in the kitchen.

14. **Insurance and indemnity:** The hirer shall indemnify the Trustees of the village hall, their employees, volunteers, agents and invitees against:

- a) The cost of repair of the premises including content and curtilage from damage during the period
- b) All actions, claims and costs of proceedings arising from any breach of this agreement
- c) All claims in respect of damages, including damage for 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.

15. **Animals:** Except in the case of assistance dogs, animals may be allowed in the hall at the discretion of the chair / committee.

16. **Sale of Goods:** The hirer and attendees shall comply with all relevant legislation if selling on the premises.
17. **Film Shows:** Hirers shall secure the necessary license to allow public broadcast and to adhere to any age classification restrictions.
18. **Internet:** The village hall internet is not subject to parental controls and the hirer is responsible for ensuring children are supervised.
19. **Cancellation:** Should a hirer cancel a booking the village hall the committee reserves the right to retain the booking deposit. The security deposit will be refunded within 28 days.

The village hall will ordinarily ensure that all bookings proceed. Where this is not possible the booking deposit and security deposit will be refunded within 28 days. The village hall shall not be liable to the hirer for any resulting direct or indirect loss or damage whatsoever.

20. **Clearing Up:** The hirer shall be responsible for leaving the premises in **a clean and tidy condition**. The hirer shall ensure:
 - a) Litter shall not be left in or about the Centre premises. Recycling bins and a general rubbish bin are located at the foot of the ramps at the side of the hall. A pedal bin is located in the kitchen and should be emptied before it gets full. Provision for food waste will be provided for kitchen hires. In the event of bins being full, rubbish should be removed by the hirer.
 - b) Lights and heaters are switched OFF
 - c) Fixtures and fittings are put back in place: small tables either side of the television unit; large table trolleys returned to the marked areas in the hall
 - d) Windows are closed doors are locked
21. **Equipment:** The village hall shall not be liable for any stored equipment or property brought onto or left on the premises. All liability for loss or damage is hereby excluded. **All equipment must be moved at the end of each period unless agreed with the village hall committee.**
22. **Decoration and Alteration:** No decoration or alteration of the premises is allowed without the express permission of the village hall committee. In particular, the following are banned – Blu Tak, Adhesive Tape, Drawing Pins.
23. **Rights:** This agreement confers no tenancy or other right of occupation on the hirer.
24. **Enquiries and Complaints:** Any enquiries should be made to the Bookings Secretary. Complaints should be brought to the attention of the village hall Chair. If the matter remains unresolved it will be referred to the management committee.
25. **Acceptance:** These terms and conditions shall be made available to the hirer at the time of booking. By proceeding with the booking the hirer is determined to have accepted these terms and conditions.
26. **Additional requirements** Each group must appoint an organiser who will be responsible for conducting a risk assessment and adhering to all restrictions laid down by the Village Hall and the Welsh Government and / or Gwynedd Council.

A layout plan for the hall must be submitted at the time of the booking(s). At least 48 hours' notice must be given if any changes to the plan are required.