

# BROUGHTON PLAYING FIELDS & VILLAGE HALL ASSOCIATION



## HIRE AGREEMENT

1. The Village Hall and Playing Fields in Broughton are managed by the Broughton Playing Fields and Village Hall Association Committee to whom all applications for the hire of its facilities should be made.
2. In consideration of the hire fee indicated on the booking form the Association's Committee agrees to permit the Hirer to use the premises for the purpose and period described in the Booking Form.
  - 2.1 **The period booked and paid for by the hirer must include the time required to set up and clear away. No additional uncharged time is allowed for this.**
3. The Village Hall has free Wi-fi access with the code: BROUGHTONVILLAGEHALL
4. The Association has the following licences: Premises, Performing Rights Society (PRS) and Phonographic Performance Ltd (PPL).
  - 4.1 The **Premises Licence** authorises the following regulated entertainment and licensable activities at the times indicated.

<b>Activity</b>	<b>Times activity is licensed: Monday - Saturday</b>	<b>Times activity is licensed: Sunday</b>
Performance of plays	8.00 – 24.00	8.00 – 23.30
Exhibition of films	8.00 – 24.00	8.00 – 23.30
Indoor sporting events/activities	8.00 – 24.00	8.00 – 23.30
Performance of live music	8.00 – 24.00	8.00 – 23.30
Playing of recorded music	8.00 – 24.00	8.00 – 23.30
Performance of dance	8.00 – 24.00	8.00 – 23.30

The village hall is licensed for the sale of alcohol consumed on the premises on Fridays and Saturdays from 12.00 to 24.00 and on Sundays from 12.00 to 22.00. Use of the licence for the sale of alcohol must be authorised by the Association's Management Committee and is only available for hirers' events in some circumstances: a fee is applicable.

In order to hold a licensable activity which is not covered by the Village Hall's Premises Licence and associated Management Committee authorisations where applicable, a Temporary Event Notice (TEN) will need to be given to the licensing authority for their approval. The Bookings Officer will require sight of the TEN and the Licensing Authority's approval, prior to the event taking place.

4.2 The **PRS Licence** authorises the performance of copyright music in any form i.e. record, compact disc, tapes, radio and television or by performers in person. However, some copyright holders do not use PRS for music: it is the responsibility of the hirer to check that the music they are performing is covered by the PRS Licence.

4.3 The **PPL Licence** covers royalties due to performers when recorded music is played in a public place. There are restrictions, however, and the following are not covered by the PPL licence:

- Jukeboxes
- any 3<sup>rd</sup> party hire to commercial organisations and individuals earning an income from providing the activity e.g. aerobics classes, practice and social dance class sessions
- any event where the profit does not go entirely to the Association

The above activities are directly licensed by PPL and hirers engaging in these activities must obtain their own PPL Licence or play only royalty-free music.

4.4 Where a licensable activity is to take place, the hiring must be undertaken in accordance with the relevant licence (displayed on the Village Hall noticeboard) and the hirer must comply with all obligations therein.

5. The hirer agrees with the Association's Management Committee to be present throughout the hiring and to comply fully with this Hire Agreement and the Standard Conditions attached (and any additional conditions imposed by the Premises Licence) which form part of the Hire Agreement.

5.1 The hirer agrees to reimburse the Association for the cost of repairing any damage caused during the hiring to the premises or to equipment contained on the premises which is owned by the Association. The hirer similarly agrees to pay for the cost of any additional cleaning required because the hall has not been left in a clean and tidy condition at the end of the hire period as specified in 22.1 of the terms and conditions of hire.

5.2 The Association retains the right to allow its officers or agents to enter and remain within the premises free of charge at any time during the use of the premises by the hirer.

6. 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.

**7. By booking Broughton Playing Fields & Village Hall Association's facilities you are making a legally binding contract which obliges you to abide by the Hire Agreement and associated conditions and to pay the hire and other charges specified on the booking form. These conditions are intended to balance and protect the interests of all users, local residents and the Association itself and to ensure so far as is possible that all activities are safe and within the law.**

**The Association undertakes to provide safe facilities and maintain reasonable standards of cleanliness but the Village Hall is not subject to full-time supervision and cleaning and is therefore reliant upon the co-operation and consideration of all users at all times to achieve this.**

# Terms and conditions of hire

These terms and conditions apply to all hiring of the Village Hall. If the hirer is in any doubt as to the meaning of any of the following statements the Bookings Officer should be consulted immediately.

## 1. Age

1.1 The hirer must be over 18 years of age at the time of booking the hall or playing fields: bookings will not be accepted from anyone under that age.

## 2. Supervision

2.1 The hirer shall, during the period of the hiring, be responsible for supervision of the premises, the fabric and the content; their care, safety from damage (however slight) or change of any sort. The hirer shall also be responsible for the behaviour of all persons using the premises during the hire period, whatever their capacity.

## 3. Use of Premises

3.1 The hirer shall not use the premises for any purpose other than that described on the booking form 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. The hirer shall not do anything or bring onto the premises anything which may endanger the premises or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol without prior agreement from the Bookings Officer and written permission from the Licensing Authority, where required.

## 4. Gaming, Betting and Lotteries

4.1 The hirer shall ensure that nothing is done in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

## 5. Licences

5.1 It is the responsibility of the hirer to ensure that the Village Hall's Premises, Performing Rights and Premises Licences permit the activity and the use of materials proposed by the hirer. If other licences are required in respect of the hirer's activity or use of materials, the hirer must ensure that he/she holds the relevant licence(s) and must provide a copy/copies of said licence(s) for the Booking Officer.

## 6. Safeguarding

6.1 The Village Hall has a number of rooms and facilities which may be hired simultaneously to different hirers: all hirers of the Village Hall's rooms and facilities must be considerate of other users at all times and take responsibility for the safety and protection from harm of children and vulnerable adults temporarily in their charge, ensuring that they are appropriately supervised, especially when using toilets.

6.2 Hirers of the Village Hall and/or Playing Fields shall ensure that any activities at the premises for children or vulnerable adults comply with current child care and safeguarding legislation and that only fit and proper persons who have the relevant DBS certificate have access to children or vulnerable adults.

6.3 It is the responsibility of hirers to have safeguarding policies and procedures in place where required to do so by law and to ensure that appropriate DBS checks have been undertaken. The hirer shall provide the Bookings Officer with a copy of their safeguarding policy and/or DBS certificate on request.

## 7. Health and Safety

7.1 The hirer shall comply with all conditions and regulations made in respect of the premises by the Licensing Authority (see Hire Agreement 4.1)

7.2 The hirer shall comply with the Association's Health & Safety Policy and Risk Assessment, which are posted in the Village Hall the entrance lobby and changing rooms corridor. Hard copies can be obtained from the Bookings Officer on request.

7.3 The hirer is responsible for the management of risks to their own health and safety and that of others in their charge, in relation to the activity they are undertaking.

7.4 Spillages occurring during the hire period should be cleared up immediately by the hirer.

7.5 Standard First Aid boxes are located in the kitchen, Meachem Room and changing room corridor. Hirers using the changing rooms are responsible for providing any additional first aid items which are necessary for the safe conduct of the specific activity they are undertaking and/or which are required by organisations of which they are member

## 8. Accidents and Dangerous Occurrences

8.1 The hirer must report all accidents involving injury to the Bookings Officer or another member of the Association's Management Committee as soon as possible and complete the relevant section in one of the Village Hall's accident books (located in the entrance lobby and in the changing rooms).

8.2 The hirer must also report any damage, breakages, equipment failure or safety issues to a member of the Management Committee so that action can be taken to prevent users of the Village Hall being put at risk.

## **9. Electrical Appliance Safety**

9.1 The hirer shall ensure that any electrical appliances brought by him/her to the premises and used there shall be safe, in good working order and used in a safe manner. The Association shall not be liable for any accident caused by defective equipment brought onto the premises. Hirers are encouraged to provide their own portable RCDs (residual current devices) for their own protection.

9.2 The hirer should ensure that tape is used to secure any trailing wires whilst electrical items are in use.

9.3 No unauthorised heating appliances shall be brought onto the premises

## **10. Means of Escape**

10.1 All means of exit from the building must be kept free from obstruction and immediately accessible for emergency exit. All gangways and passages must be kept clear and unobstructed when seating is used for concerts, shows, meetings or similar activities.

## **11. Outbreaks of Fire**

11.1 A Fire Action notice is posted on the notice board in the entrance lobby and must be read and observed by all hirers.

11.2 The Fire Brigade shall be called to any outbreak of fire, however slight, and the Bookings Officer or other member of the Association's Management Committee informed immediately. Contact numbers are posted on the internal and external notice boards.

## **12. Explosives and Flammable Substances**

12.1 The hirer shall ensure that highly flammable substances are not brought into or used in any part of the village hall and that internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are not put up without the prior knowledge and consent of the Association's Management Committee. No decorations are to be put up near light fittings or heaters. The use of candles and indoor fireworks in the village hall is expressly forbidden.

## **13. Smoking**

13.1 The hirer shall and shall ensure that the hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Smoking is specifically prohibited in any indoor area of the village hall and also in the fenced children's play area adjacent to the main hall.

## **14. Health and Hygiene**

14.1 The hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations and comply with the hygiene notice displayed in the kitchen, bar areas and in the Meachem Room.

## **15. Animals**

15.1 The hirer shall ensure that no animals except disability assistance dogs are brought into the premises or onto the playing fields, other than for a special event agreed by the Association's Management Committee.

15.2 No animals whatsoever are to enter the kitchen at any time.

## **16. Noise**

16.1 The hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. If using sound amplification equipment, the hirer shall comply with legislation and any licensing conditions which apply to the premises. In any event, music should cease at 12.00 am (11.30 pm on Sundays) and the hall should be vacated by 12.00 am on weekdays and by 1.00 am on Saturdays and Sundays.

Separate arrangements will be agreed for authorised sleepovers.

## **17. Equipment**

17.1 There is an assortment of crockery in the bar area and in the Meachem Room which is provided free of charge. A full set of better quality, matching crockery (large plates, small plates, bowls and mugs) is available on payment of a £50 deposit. Provided there are no breakages or damage and all items are properly cleaned and dried, the deposit will be returned within 2 weeks of the hiring.

17.2 Tables and chairs are provided for use in the main hall and in the Meachem Room and are included in the cost of hire.

17.3 A set of wooden trestle tables and chairs is available for hire separately, for use off site.

## **18. Stored equipment**

18.1 The Association accepts no responsibility for any stored equipment or other property brought onto or left at the premises, and all liability for loss, theft or damage is hereby excluded.

18.2 All equipment (other than stored equipment) must be removed at the end of each hiring or fees may be charged and/or the equipment disposed of at the discretion of the Association. Any costs incurred in disposing of equipment will be charged to the hirer.

## **19. Deposits**

19.1 Occasional bookings will be deemed to be provisional until a deposit of 50% of the total hiring fee is received, at which time they become confirmed. The final 50% is payable prior to the commencement of the hire period. In certain circumstances (and always for events involving the consumption of alcohol), the Association's Management Committee reserves the right to request a premises deposit. This will be returned within 2 weeks of the completion of the hiring, provided that there has been no contravention of the conditions of hire and the premises and contents are left undamaged, clean and tidy with all rubbish removed and the keys returned promptly.

## **20. Cancellation**

**20.1 If the hirer wishes to cancel the booking before the date of the event, he/she must give as much notice as possible. Cancellations from occasional hirers received less than 14 days before the date of the event will result in the loss of the deposit. Cancellations from regular hirers received less than 14 days but more than 7 days before the date of the event will be charged at 50% of the hire cost, cancellations received from regular hirers less than 7 days before the date of hiring will be charged at full cost.**

20.2 If exceptional circumstances require it, the Association, on giving notice to the hirer, may cancel the letting of the premises or any part thereof. The hirer may either re-book the facilities for another date or if appropriate receive back their deposit. The Association shall not be liable to the hirer for any resulting direct or indirect damages whatsoever.

20.3 The Association shall not be liable for any loss due to breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God, which may cause the premises to be temporarily closed or the hiring interrupted or cancelled.

## **21. Insurance and Indemnity**

21.1 The hirer shall be liable for the cost of repair of any damage done to any part of the premises including the surrounding land and the contents of the building, which may occur during the period of hiring as a result of the hiring.

21.2 The hirer shall be responsible for making arrangements to insure against any third-party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Village Hall and/or Playing Fields. The Association is insured against any claims arising from its own negligence.

## **22. End of Hire**

**22.1 At the end of hiring, the hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition.**

- Floors (including kitchen) should be swept, spillages mopped up and tables and surfaces wiped clean
- Toilets should be checked, rubbish cleared (and put in the bins provided) and individual toilets flushed
- General rubbish from other areas should be put in the black bags provided and hirers who have been provided with a key to the waste bin in the car park should transfer the black bags to that waste bin.
- Bottles and cans must be taken home for disposal
- Crockery, glasses and cutlery used must be washed and dried and returned to the cupboard/drawer from which they were taken
- Any kitchen equipment used (eg oven, microwave, urn, kettles, teapots, pans, fridges) must be emptied and left clean and fit for use by the next hirer
- Tables and chairs must be returned to their original position and stacked in accordance with the notices in the Hall and the Meachem Room
- All lights, heaters (excluding water heaters) and kitchen appliances should be turned off
- All the windows and shutters should be closed, emergency exit doors checked for security and the entrance door locked on departure. The door to the entrance lobby is the only door which should be used for entering and leaving the building, the emergency exit doors must only be used in an emergency (or, by prior agreement with the Bookings Officer, to gain access to the field or children's play area adjacent to the main hall)
- The outdoor area surrounding the village hall should be left clean and tidy, including the removal of cigarette ends and litter. Particular attention must be paid to ensuring that the fenced play area adjacent to the main hall is cleared of all debris and left safe and fit for use by the pre-school children

**If any of these conditions are not adhered to, the Association is at liberty to make an additional charge.**

## **23. No rights**

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

February 2022