Kempley Village Hall is run by a voluntary committee for the benefit of the community. It is funded by income from rental of the hall and local fundraising and we would welcome any thoughts you may have on how we may be able to improve our services or facilities. Details of our renovation project can be seen on our website at [http://www.kempleyvillagehall.org.uk](http://www.kempleyvillagehall.org.uk/)

Donations are always welcome – and can now be made on our website.

1. **Definitions**

For the purposes of this Hire Agreement, the term “**Hirer**” shall mean an individual hirer or, where the “Hirer” is an organisation, that organisation. “**Booking**” means the contract between the Hirer and Kempley Village Hall Trust (**KVHT**) as detailed and on the “**Booking Form”** of which these conditions form part. “**Period**” means the time or times reserved under these conditions and “**the Function**” means that described and authorised by the Booking.

1. **Hire Agreement**

This Hire Agreement is between the **KVHT** and the **Hirer**, as listed on the Booking Form. Where an organisation is named as the Hirer, the person signing hereby confirms that they do so with full authority of the organisation. The Hirer must agree to abide by this Agreement for the duration of their booking.

In consideration of the **Hire Charge**, KVHT agrees to permit the Hirer to use the Village Hall for the Function and for the Period(s) described in the Booking Form. All details inserted in the Booking Form are part of this Agreement.

1. **General Terms**

Hire is conditional on these conditions having been read, accepted and signed through completion of the Booking Form, and by payment of the relevant fee and security deposit.

* The Hire Charge will be payable not less than 20 days before the Function date or at the time of booking, if less. Bookings cannot be confirmed until payment has been received.
* In the event of cancellation less than 7 days before the engagement, KVHT reserve the right to levy an administration charge of £10.00, or the Hire Charge, if less.
* KVHT may request a refundable security deposit. Such a deposit will be held against any matter arising under this Agreement. Any security deposit less any deduction shall be refunded within 28 days of the end of the Period.
* The Village Hall is a designated Polling Station for local and national elections. In the event of an election being called this will take priority over any other bookings.
* Bookings will **NOT** be accepted from anyone under the age of 18.
* The Hirer confirms that he or she is not a person under 18 years of age and accepts responsibility for being in charge of and present on the Premises at all times when the public are present and for ensuring that all conditions of this Agreement are complied with. Where the Hirer is an organisation then the Hirer agrees to nominate a person to be responsible as required under this clause and to inform the Booking Secretary who such person is prior to the event.
* KVHT may refuse any application for the hire of the building without stating a reason.
* The hire of the building is for the specific agreed times shown on the booking form and does not entitle the Hirer to use or enter the premises at any other time.
* Bookings for events where the majority of those attending will be young people between the ages of 15 and 18 years old will be subject to the following conditions:
  + Adult supervision required; and
  + No alcohol to be served.

1. **Licences**

* The Village hall is licensed for up to **72** people only. The Hirer agrees not to exceed the maximum permitted number of people including the organisers/performers.
* The Village hall is licensed for the sale of alcohol; any Hirer wishing to sell alcohol in the hall must obtain the agreement of the bookings secretary in advance, and agrees to pay the relevant Charge, currently £25.00 per booking.
* If The Hirer wishes to sell alcohol at an event they must comply with the Licensing Act 2003 which came into force in February 2005. This is required for any event where alcohol is being sold, irrespective of whether the event is public or private.
* The Hirer will ensure that any other licences required for the Hirer’s Function shall be obtained prior to the start of the Function and that the Booking Secretary is provided with a copy of such licence.

1. **Access and Care of the Building**

* All Functions must end by midnight, unless by prior written agreement of KVHT.
* The Bookings Secretary or the committee member dealing with the booking will arrange with the Hirer how to collect and return the key.
* We endeavour to ensure that the hall is clean and safe at all times. Should you not find it in this condition please let us know and we will look into the matter. A comments book is available in the kitchen.
* Smoking is **NOT** allowed in any part of the Premises, including the hallway and toilets.
* Please **DO NOT** stick / attach / pin anything such as posters, bunting, and balloons etc. to the walls as this may damage the paintwork. The Hirer will be responsible for charges as a result of any damage caused in this way.
* The Hirer is responsible for ensuring all heating and lighting is turned off, including the outside light (unless otherwise agreed). Failure to do so may result in a charge for the excess costs incurred.

1. **Use of the Kitchen**

* On arrival the Hirer will need to switch on any appliances needed (cooker, water boiler). All switches are marked.
* The Hirer will need to turn on the water heater if needed.
* The Hirer must ensure that at the end of the Function all the appliances are turned off (except the fridge) and that all items used are cleaned, dried and put away where they were found.
* The Hirer must **NOT** use any items labelled for the “Kempley Produce Market”
* The Hirer must take all rubbish and recycling away with them.

1. **Use of the Internet**

* The Village Hall benefits from a broadband Internet connection. The Hirer may use the connection subject to payment of the appropriate fee (see Hire Charges document).
* Where use of the internet has been included in a booking, the Booking Secretary or committee member dealing with the booking will provide the relevant access details.
* Unfortunately, we are unable to provide technical support for internet problems during the hire period. If The Hirer wishes to use the internet connection as a key part of their booking we suggest an advance visit to ensure that everything is working as required.
* The Hirer shall take reasonable steps to ensure that computer users do not view any inappropriate websites and children should be suitably supervised.

1. **Leaving the building**

* The Hirer must ensure all lights and switches are turned off, and windows and doors secured.
* The Hirer is responsible for leaving the building as clean and tidy as it was found. Cleaning equipment is located within the kitchen.
* The Hirer and guests are asked to leave the building quietly, showing consideration to our neighbours.
* KVHT is able to provide a “final cleaning” service should the Hirer wish to take advantage of this. The charge is listed in the Hire Charges.
* In the event that the hall requires further cleaning following use, The Hirer will be charged from their deposit.

1. **Insurance**

* Hirers using the Hall for commercial purposes will be required to provide evidence of their insurance cover.
* The Hirer must notify the Bookings Secretary or the relevant committee member of any breakages or damage during the hire. Such losses will be charged to the Hirer.
* In the rare event that such incidents render the hall unusable for other bookings the committee reserves the right to charge the Hirer for lost bookings.
* The Hirer shall not use the premises for any purpose other than that described in 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 nor do anything or bring onto the premises anything which may render invalid any insurance policies.
* It is The Hirer’s responsibility to ensure that nothing is done on, or in relation to the premises in contravention of the law relating to gaming, betting and lotteries, and that no alcohol is made available to those under 18.

1. **Health and Safety**

* There is no telephone in the hall therefore hirers will need a mobile phone to summon help in the event of an accident or emergency.
* Any activities taking place in the hall should not cause or pose any danger of injury to users. Details of any accident should be written in the accident book found in the kitchen, and reported to the Bookings Secretary / committee member dealing with the booking.
* A first aid box can be found in the kitchen. Please advise us if you have had cause to use items so that we can ensure it us re-stocked.
* A Public Access Defibrillator is located on the outside of the Village Hall. In the event of a medical emergency, the emergency services will provide access details to the cabinet as appropriate.
* Fire precautions:
  + Fire exits are marked and must be left unlocked and unobstructed at all times when the building is occupied.
  + All fire doors are marked as such as should not be left wedged open.
  + The Hirer should familiarise themselves with the location of extinguishers and exit lights before using The Village Hall facilities, and share this information with all guests.
  + In the event of a fire the building should be immediately evacuated.
  + The meeting point is on the grassed areas outside the main hall door, wherever feasible and safe to do so doors and windows should be closed to reduce the spread of fire. The Hirer should check that all persons are accounted for.
  + The fire service should be called on 999 or if using a mobile on 112 (to help the emergency services locate you).
  + Note there is **NO** longer a telephone in the red box on the village green.
* The Hirer shall ensure that no animals except guide dogs are brought into the premises.

1. **Indemnity**

The Hirer shall be liable for:

* The cost of repair of any damage, including accidental and malicious damage, done to any part of the premises including the site of the building and any equipment. Such costs will be taken from the deposit paid, or where in excess of that an invoice will be issued.
* All claims, losses, damages and costs made against or incurred by The Village Hall Trust in respect of damage or loss of property or injury to persons arising as a result of the use of the premises by The Hirer, or as a result of a nuisance caused to a third party as a result of the use of The Village Hall by the Hirer.

Thank you for supporting our Village Hall. Please ask if you have any queries which aren’t covered by this Agreement.

4th May 2016

Review date: 30th November 2016