

**Hiring agreement for  
Thomas Hughes Memorial Hall,  
Uffington. (Registered charity 267864)**

Agreement No...../.....

<b>Table of Hiring Charges</b>						
		SUN TO FRI (9am-6pm)	SUN-THUR (6pm-M/N)	FRIDAY (6pm-M/N)	SATURDAY (9am-6pm)	SATURDAY (6pm-M/N)
COMMUNITY RESIDENT	MAIN HALL	£5-00 / Hr.	£6-25 / Hr.	£9-10 / Hr.	£7-50 / Hr.	£11-25 / Hr.
	SMALL HALL	£4-50 / Hr.	£5-60 / Hr.	£6-70 / Hr.	£4-50 / Hr.	£6-70 / Hr.
OTHER USER	MAIN HALL	£8-50 / Hr.	£11-90 / Hr.	£15-50 / Hr.	£12-75 / Hr.	£19-15 / Hr.
	SMALL HALL	£7-65 / Hr.	£10-65 / Hr.	£11-40 / Hr.	£7-65 / Hr.	£11-40 / Hr.
<b>Weddings, Dances and Parties – Both Halls (subject to availability)</b>						
		Sun to Thurs (9am-12pm)	Friday (9am-12pm)	Saturday (9am-12pm)		
COMMUNITY RESIDENT		£185 - 00	£190 - 00	£200 - 00		
OTHER USER		£315 - 00	£325 - 00	£340 - 00		

You must complete the Details of Hiring table on page 9. (A function cannot proceed beyond midnight without the written permission of the management committee).

**LICENSABLE ACTIVITIES**

THMH has a Premises Licence authorising certain licensable activities from 09:00 until 24:00. Please tell us which of these licensable activities will take place at your event by completing the table on page 9.

**ALCOHOL**

THMH also hold a variation to their premises license for the retail sale of alcohol. Under the control of the management committee, the dedicated premises supervisor (DPS) and the personal license holder, this has a limited use for COMMUNITY FUND RAISING ONLY. (Consult Paul Armishaw).  
Hirers who intend to have a retail bar at their private function shall be responsible for submitting a Temporary Events Notice (TENs) to the licensing authorities to comply with the Licensing Regulations. As the number of these notices has an annual limit for the premises, the hirer has a responsibility to notify the management committee of their intention to do this via this application. Please answer the question regarding this on page 9.

**MUSIC**

The hall has a licence from the Performing Rights Society for the performance of copyright music.

**SAFETY**

Hirers have a responsibility to familiarise themselves with the safety precautions in the Hall, in particular, the fire safety precautions. Please study the location drawing and fire emergency plan which are included in this agreement. Location drawings are also displayed prominently in both Halls, the Kitchen and the Foyer. Hirer’s activities at THMH are not supervised by the management committee. Hirers should conduct an appropriate risk assessment relating to the activities they intend to conduct at THMH to ensure the safety of their group.

**SMOKING**

From 1<sup>st</sup> July 2007, smoking is prohibited in public places. This legislation applies to the Thomas Hughes Memorial Hall and smoking is NOT allowed on the premises.

**DISPOSAL of WASTE**

There is a Grundon bin provided for the disposal of conventional kitchen waste and rubbish. It is ILLEGAL to deposit such items as clinical waste, any liquids, aerosols, batteries, paint cans, inks and adhesives, solvent contaminated rags, wipes and absorbents, fluorescent tubes, computer screens, fridges and freezers in this container.(Environmental Protection Duty of Care Regulations 1991)

03/11/2009

**RECYCLING**

Please recycle bottles, cans and paper by using the "bottle bank" by the car park entrance. N.B. It is a condition of the Hall premises license that bottles are NOT disposed of between the hours of 23:30 and 07:30 . This is to avoid public nuisance.

**Thomas Hughes Memorial Hall, Uffington.**

**Standard Conditions of Hire**

These standard conditions apply to all hiring of the Thomas Hughes Memorial Hall. If the Hirer is in any doubt as to the meaning of the following conditions, the appropriate member of the Hall management committee should be consulted immediately.

**1. Supervision**

The Hirer shall, 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 or change of any sort; and 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. As directed, 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 the correct licensing requirement.

**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 Village Hall holds a Performing Rights Society Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or 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 or the Village Hall holds it.

**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.
- The location and use of fire equipment.
- 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 manually switched exit signs are illuminated.
- That there is 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 immediately available for instant free public exit.

(b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure-switching device). **This applies to two of the emergency exit doors in the Large Hall (car park side and field side). The switch for these is located in switchbox field side of the stage rear.**

**7. Outbreaks of Fire**

The Fire Brigade shall be called to **ANY** outbreak of fire, however slight, and details thereof shall be given to a member of the management committee.

**8. Health and Hygiene**

The Hirer shall, if preparing, serving or selling food, comply with 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.

**9. Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances 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.

**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 contents of the premises resulting from the use of the premises by the Hirer (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 consider taking 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.

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 form. 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. 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 without the written 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 Hall management committee. 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 under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Village Hall committee with a copy of their Child Protection Policy if requested.

**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.

**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 Hall management committee. 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. Tables and chairs must be stacked on their carriers and returned to their allocated place. 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, **give due consideration to premises and householders living in proximity to the Hall for the public nuisance that this may call.**

**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 unless the written authority of the management committee is obtained.

In respect of any 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: The management committee may 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 approval of the Hall management committee. 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.

**25. Hiring Period**

To be equitable to our hirers, the hiring period is from collection of keys to their return and shall be charged accordingly. This includes any additional periods for clearing up after a function.

## Thomas Hughes Memorial Hall, Uffington

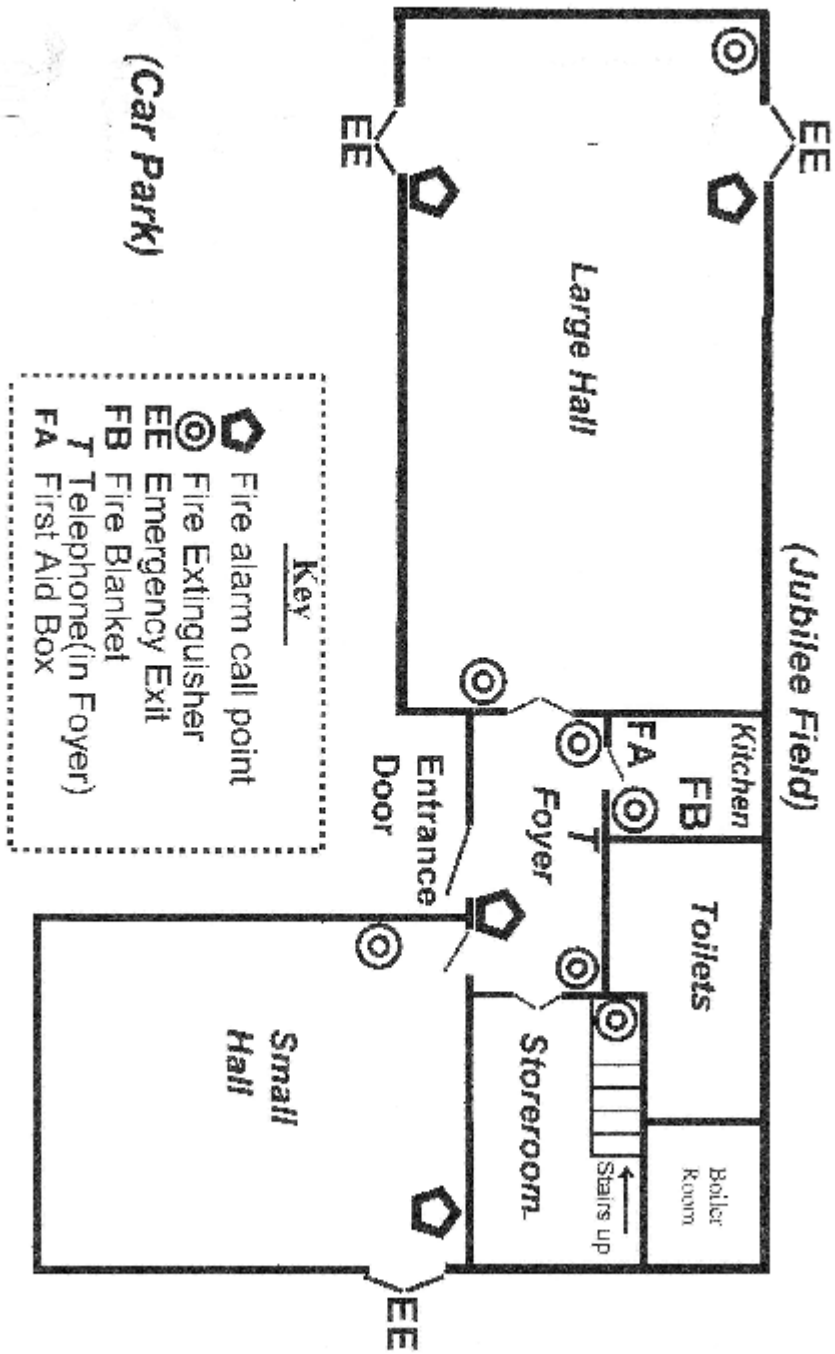
### FIRE EMERGENCY PLAN

New fire regulations were introduced in 2005. As the person hiring the Hall, you have a legal responsibility for the safety of the people attending your function. Please familiarise yourself and responsible members of your party with the location of the **fire alarm call points**, the **fire extinguishers**, the **emergency exits** and other **safety equipment** detailed in the layout drawing overleaf.

1. Exits from the Hall have fire alarm call points located adjacent to them. To sound the alarm, smash the small glass window.
2. You must ensure that all fire exits are free from obstruction at all times.
3. The law prevents smoking on the premises. You have a legal responsibility to ensure that this policy is adhered to.
4. Naked flames (e.g. candles, oil lamps etc) are not permitted without the written permission of the management committee.
5. In case of a fire
  - (a) Sound the alarm
  - (b) Phone 999 and ask for the fire service. (If required, there is an emergency phone located in a wall cabinet in the foyer. A key to this cabinet is included on the Hall keys, colour coded orange.)
  - (c) Ensure that everyone leaves the building.
  - (d) Account for everyone that is attending the function.
  - (e) Use fire extinguishers where appropriate.
6. During a fire, no one should be allowed to return to the building.
7. After a fire, re-entry must only be permitted when authorised by the Fire Service.

**N.B. your signature on the booking form indicates that you have read and understand this plan.**

# THMH Fire Protection



Please familiarise yourself and your helpers with this layout before your function

**Complete this form and return to THMH Booking Clerk**

1.

<b>Details of Hiring</b>	
<b>HIRER STATUS</b> (Delete which is not applicable)	<i>COMMUNITY RESIDENT / OTHER</i>
<b>HALL and DATE</b> (Delete which is not applicable)	<i>BOTH / LARGE / SMALL / /</i>
<b>PERIOD REQUIRED</b>	<b>Start time:</b> <b>Finish time:</b> **
<b>TARIFF</b> £/Hr. (see table above)	1.     £/hr                      2.     £/hr
<b>DEPOSIT</b> £. (Booking Clerk will advise)	£
<b>OUTSTANDING</b> £. (After payment of deposit)	£

\*\* Functions are not allowed to proceed after midnight without the written permission of the management committee.

2.

<u>Licensable Activity</u>	<u>Indicate activities at your event</u>
a. The performance of plays	<i>Yes/No</i>
b. The performance of live music	<i>Yes/No</i>
c. The playing of recorded music	<i>Yes/No</i>
d. The performance of dance	<i>Yes/No</i>
e. Making music	<i>Yes/No</i>
f. Dancing	<i>Yes/No</i>

3.

<b><u>Alcohol</u></b>		
<b>Do you intend to have a bar at your function to retail alcohol?</b>	<table border="1" style="margin: auto;"> <tr> <td style="text-align: center; padding: 5px;"><i>Yes / No</i></td> </tr> </table>	<i>Yes / No</i>
<i>Yes / No</i>		
	(Delete which is not applicable)	

If you have answered Yes to table 3. You will need to submit notices to the licensing authorities and the Police. The booking clerk has blank copies of these or they can be downloaded from VofWHDC website.

DATE    /    / 200\_    NAME OF PERSON MAKING BOOKING \_\_\_\_\_

ON BEHALF OF \_\_\_\_\_

PURPOSE OF HIRING \_\_\_\_\_

ADDRESS FOR INVOICE \_\_\_\_\_

CONTACT TEL. No \_\_\_\_\_    SIGNED \_\_\_\_\_

**Signature of this agreement indicates acceptance of the conditions of the booking form including Conditions of Hire.**