**SANDFORD PARISH HALL
Terms and Conditions of Hire**

**SANDFORD PARISH HALL HIRING AGREEMENT**

THIS AGREEMENT is made on the date (9) and between the COMMITTEE (1) and the HIRER (2) named below whereby in consideration of the sum(s) mentioned (6)

THE COMMITTEE of Sandford Parish Hall agrees to permit the HIRER to use the premises described in (3) for the purpose described (4) and for the period(s) described in (5). The details inserted in (1) to (6) below and the answers to the questions in (7) are the terms of this agreement.

The Hirer agrees with the Parish Hall Management Committee to be present (by its authorized representative, if appropriate) during the hiring and to agree to read and comply fully with this **Hire Agreement which includes Terms & Conditions of Hire, Hirers Instructions for Fire Risk and Safety of Persons Emergency Plan** **and if applicable Agreement for Events with Sale of Alcohol**

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.

 By filling in the online booking form you are agreeing to ALL of the above.

1. (a) Sandford Parish Hall Registered Charity No. 300958, Management Committee

(b) Authorized representative: Rachel Vowles Shute House, Sandford, Crediton, EX17 4LS rachelvowles@rocketmail.com

All of the below information is to be given by the hirer on the Hallmaster Booking Request Form:

2. Hirer Name/Organisation

3. Premises: Sandford Parish Hall, Fanny's Lane, Sandford, Crediton, Devon, EX17 4NA

4. Purpose/description of Hiring

5. Date(s) and times required:

6. Hiring Fee (from drop down menu).

7. Sandford Parish Hall has a Premises License authorizing the following regulated entertainment and licensable activities at the times indicated. Please confirm which licensable activities will take place at your event.

NB: If you have answered YES to question 7 sale of alcohol, you will need to seek permission from the Parish Hall Management Committee in order for a bar to be provided. A copy of the Premises License is held in a file in the First Aid cupboard in the kitchen.

**PERMITTED/LICENSED ACTIVITIES**

**Hirers must indicate which licensed and permitted activities will be taking place at their event**

**The hall is licensed for the following events at the following times:**

Monday to Sunday 11.00am to 1.00am CE, BD, NYE 11.00am to 2.00am

A. The performance of plays.

B. The exhibition of films.

C: The performance of live music

D: The playing of recorded music.

E: The performance of dance.

F: Entertainments similar to those within C, D or E indoors.

G: Making music.

H: Dancing.

I: Entertainment similar to those in G & H.

J: The sale of alcohol.

K: Gambling

In addition (please note times):

L: The provision of hot food/drink after 11pm.

Monday to Sunday 11.00am to 1.30am CE, BD, NYE 11.00am to 2.30am

The Hall holds a license with the Performing Right Society for the performance of copyright music.

**ACTIVITIES THAT ARE STRICTLY NOT PERMITTED/LICENSED**

L: Indoor entertainment sporting events

M: Boxing or wrestling entertainment

N: The use of inflatables/bouncy castles and the like.

**​**(If the Hirer is in any doubt as the meaning of the following, the Booking Secretary should immediately be consulted.) For the purposes of these conditions, the term HIRER shall mean an individual Hirer or, where the Hirer is an organization, the authorized representative.

* 1. **No Smoking**

The Hirer shall at all time during the period of the hiring ensure the observation of the smoking ban by all persons in all parts of the premises.

* 2. **Age**

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

 . 3 **Supervision & Responsibilities**

The Hirer shall, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents, together with safety from damage or to persons using the premises whatever their capacity, including proper supervision of car-parking arrangements so as to avoid obstruction of the highway.
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.

* 4. **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, given that the hall is in a residential area. 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.

* 5. **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.

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting, lotteries and drugs.

If the Hirer wishes to display any matters, such items must be affixed to the picture rails only (whether by means of pins, Sellotape or other adhesives) and not to the walls or any other surface. If the Hirer shall fail to comply with this requirement the Committee shall be at liberty to make an additional charge of an amount in their discretion.

* 6. **Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public to a member of the Parish Hall management committee as soon as possible and complete the relevant section in the hall’s accident book. Any failure of equipment belonging to the hall must also be reported as soon as possible. This agreement requires hirer`s to ensure that tables and chairs are returned to the annex and storeroom and plastic chairs must not be stored more than four high. Tables are to be lifted by two or more people.

* 7. **Health and Hygiene**

The Hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations. Please see the Food Safety Policy & Procedures attached to the notice board and on the kitchen wall

* 8. **Insurance**

**The Hirer shall be liable fo**r:
! the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises.

! all claims, losses, damages and costs made against or incurred by the parish hall committee, their employees, volunteers, agents or invitees 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.

! all claims, losses, damages and costs made against or incurred by the parish hall committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

If further clarification is needed, the Booking Secretary will arrange for a Committee Member to contact the Hirer.

* 9. **Drunk and disorderly behavior and supply of illegal drugs**

The Hirer shall ensure that in order to avoid disturbing neighbors to the hall and avoid violent or criminal behavior, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behavior shall not be permitted either on the premises or in its immediate vicinity. No illegal drugs may be brought onto the premises.

* 10. **Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Licensing Authority, Local Authority, the Hall’s Fire Risk Assessment & Safety of Persons Emergency Plan 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.

* 11. **Heating**

The heaters and are all operated by pre-payment meters; this cost is not included in the hire fee. The meters take £1 coins which the hirer must provide. The cost of lighting and central heating is included in the hire fee but the Committee reserve the right to make an additional charge if additional electric appliances lighting are to be used.

* 12. **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.

* 13. **Animals**

The Hirer shall ensure that no dogs except guide dogs are brought into the hall, except by permission of the Committee. No animals whatsoever are to enter the kitchen at any time.

  **.** 14. **End of Hire**

**The Hirer shall be responsible for leaving the premises, including the bar area and surrounds, in a clean and tidy condition. All rubbish generated by the hirer is to be removed. Any equipment temporarily removed from their usual positions are to be properly replaced. The hirer shall ensure that all windows have been closed (and locked as appropriate), all doors are closed and locked, all electric appliances including lighting is switched off and the premises are left secure. If any of these conditions are not complied with, the Committee shall be at liberty to make an additional charge. If the premises are not left in a clean and tidy condition or there is willful vandalism or damage caused during the hiring the Committee will make an additional charge of a minimum of £30 or request the hirer to pay the full cost of making good if more than the minimum charge.**

* 15. **Compliance with the Children Act 1989 [Updated 2004]**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and 2004 and that only fit and proper persons have access to the children. Any performances should comply with Government legislation in relation to licenses/chaperoning and the safety and wellbeing of all child performers.

* 16. **Dangerous and unsuitable performances**

Performances involving danger to the public or of a sexually explicit nature shall not be given.

* 17. **Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Committee 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 Committee. The Committee 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 premises becoming unfit for the use intended by the Hirer

c) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those or risk of these or similar disasters.

d) the Hall Committee reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the premises as a result of this hiring.

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

* 18. **Licensable Activities**

The Hirer shall ensure that the Hall holds a Performing Society Right License which permits the use of copyright music in any form, e.g. digital recordings, platforms such as Spotify, iTunes etc., record, compact disc, tapes, radio, television or by performers in person. If other licenses are required in respect of any activity in the hall the Hirer should ensure that they hold the relevant license or the Parish Hall holds it. A separate Bar Agreement will need to be signed by the Hirer for alcohol to be permitted on the premises.

* **No Rights**

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