

EAST DEAN AND FRISTON VILLAGE HALL
One-off Hire Agreement

This Hire Agreement between the East Dean & Friston Village Hall Trust (The Trust) and the Hirer is dated

The Trust shall mean:

Name	The Trustees
Address	Village Green Lane Off Gilberts Drive East Dean Eastbourne BN20 0DR
Contact telephone number	01323 423110
eMail address	tina@edfvillagehall.org.uk
Registered Charity number	1077992

The Hirer, who must be over 18 years old, shall mean:

Name or representative	
Organisation, if applicable	
Address	
Landline telephone number	
Mobile telephone number	
eMail address	

The Trust agrees to permit the Hirer, for the Hire Fee, to use the Identified Premises, for the Hire Period for the Purpose, and on the terms and conditions all as listed below.

Hire Period

	From	To
Day		
Date		
From		

Times include preparation and clearing up as the Identified Premises are only available for the times stated.

Identified Premises

Select either East Dean Hall (Large Hall) or Friston Hall (Small Hall) or both:

	Yes/No
East Dean Hall	
Friston Hall	
Will use be made of the Kitchen?	
If 'Yes' to previous question, will the usage be heavy or light?	

The Hirer should note that the kitchen may need to be shared unless both Halls are hired.

The Hire Fee shall be:

Fee	£
Deposit of one-third of the Hire Fee or £35.00 whichever is the higher	£
Balance to be paid 30 days prior to the start of the Hire Period	£
In addition to the Hire Fee a damage/loss deposit will be required and must be received at least 30 days before the event. The damage/loss deposit will be refunded within 28 days of the end of the event provided no damage or loss has been caused to the premises and/or contents during the Hire Period.	£

Cheques should be made payable to East Dean and Friston Village Hall Trust & posted to the address above

Payments may be made on-line into the Trust's Barclays Bank account using the following:

- Account number 20318213
- Sort code 20 27 91
- *Important; please state hirers surname & date of event (format dd-mm-yy) as the reference.*

Purpose of Hire

Please provide an accurate description as this will help us plan for events before and after your event.

Approximately how many will be attending:	
Will the event be public or private	
Will use be made of the audio/visual facilities? (Yes/No)	
If yes, will technical support be required? (Yes/No)	

Will alcohol be provided? (Yes/No); <i>if alcohol is for resale, the Hirer is required to seek a Temporary Event Notice from Wealden District Council. This needs to be obtained at least 10 days in advance and a copy must be provided to the Hall Manager no less than one week prior to the event.</i>	
Will the stage extension be required? (Yes/No); <i>if yes, a charge of £50.00 will be made for each build and dismantling</i>	

Subject to availability and with the approval of the Hall Manager, the Hirer may use the Hall's tables, chairs, glasses, crockery, cooking utensils, table clothes, cleaning materials and utensils. With the exception of soiled tablecloths, these items must be returned to their allocated storage location in a clean condition. Soiled table cloths should be placed in the laundry bag. In the event that the Hirer closes down the Hall at the end of their function, their attention is drawn to the close down instructions that are included in Appendix 2 of this Agreement.

Standard and Other Conditions

The Hirers attention is drawn to the Standard Terms and Conditions that are included in Appendix 1 and form part of this Agreement an understanding of which the Hirer acknowledges.

The Hirer agrees to be present during the Hire Period; if he/she cannot be present, then they must ensure a responsible person is. In the event the Hall is left unoccupied at any time the Hirer must advise the Hall Manager or Caretaker.

The Hirer agrees to cease all music by 11pm and to vacate the Identified Premises by 11.30pm

Special Conditions:

[State what they are or state 'None']

Contact Details

Hall Manger; 01323 423110

Caretaker; 01323 423024

Attestation

The Hirer

I/we agree to pay to The Trust the Hire Fee, to use the Identified Premises, for the Hire Period for the Purpose and on the other terms, all as listed above and on any related attachment.

Signed	Print name:
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The Hall Manager on behalf of The Trust

Signed	Print name: Tina Woodley-Roberts
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Please note that the Hirer is also required to sign acceptance of the Standard Conditions on page 7 of Appendix 1

Appendix 1
Hire Agreement

SCHEDULE OF STANDARD CONDITIONS

The terms The Trust, Hirer, Identified Premises, Hire Period and Purpose have the meanings attached to them in the associated Hire Agreement

If the Hirer is in any doubt as to the meaning of any of the following they should contact the Hall Manager.

1. Supervision

THE HIRER will, during the Hire Period, be responsible for supervision of the Identified Premises, the fabric and the contents; their care, avoidance from damage however slight; or change of any sort and the behaviour of all persons using the Identified Premises whatever their capacity.

2. Use of Identified Premises

THE HIRER shall not use the Identified Premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use them, or allow them to be used, for any unlawful purpose or in any unlawful way, nor do anything to bring anything onto them which may endanger them, or render invalid any insurance policies in respect of them.

THE HIRER shall ensure that no equipment is used or activity takes place which could result in the setting off of smoke/heat alarms or emergency services being required. No smoking, naked flames or candles are permitted inside the Identified Premises and no BBQs are allowed, except they may be used on the grass area outside Friston Hall, provided they are attended to by a responsible adult at all times.

3. Licences

THE HIRER shall be responsible for obtaining such licences as may be needed, whether for the sale or supply of intoxicating liquor, from the Performing Rights Society, from Phonographic Performance Ltd or otherwise, and for the observance of the licences (see also condition 17 Noise).

4. Gaming, Betting and Lotteries

THE HIRER shall ensure that nothing is done on, or in relation, to the Identified Premises in contravention of the law relating to gaming, betting and lotteries.

5. Public Safety Compliance

THE HIRER shall comply with all conditions and regulations made in respect of the Identified Premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

THE TRUST has an obligation to comply with its Premises Licence. The hirer is required to make themselves aware of and comply with the contents of that Premises Licence and, in signing this agreement, confirm that they have done so. The Premises Licence can be viewed on the Hall's website or a hard copy is available for inspection at the Hall.

6. **Health and Hygiene**

THE TRUST has instigated a 'Risk Assessment' and 'Fire Risk Assessment' for the Village Hall. The hirer is required to make themselves aware of and comply with the contents of those Risk Assessments and, in signing this agreement, confirm that they have done so. The Risk Assessments can be viewed on the Hall's website or a hard copy is available for inspection at the Hall. The Hirer may need to supplement the Hall's Risk Assessments with their own depending on the activity being undertaken. It is the Hirers responsibility to assess that need and the Trustees accept no responsibility for any deficiency in this respect.

THE HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. No food to be left on Identified Premises without prior permission.

7. **Electrical Appliance Safety**

THE HIRER shall ensure that any electrical appliances brought by them to the Identified Premises and used there, shall be safe and in good working order and used in a safe manner. Where a residual circuit breaker is provided, the Hirer must make use of it in the interests of public safety. Work, modifications or changes to the fixed electrical installations is not allowed. Any specific requirements must be addressed to the Hall Manager.

8. **Indemnity and Insurance**

THE HIRER shall indemnify The Trust for the cost of repair of any damage done to any part of the property within the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

THE HIRER shall indemnify The Trust against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Identified Premises which may arise as a result of the hiring.

If **THE HIRER** is a commercial association or a profit making organisation they agree to obtain third party public liability insurance for their event for a minimum amount of £5,000,000 for any one occurrence or series of occurrences arising out of one event. The Trust accepts no liability for any claims arising thereof. Evidence that The Hirer has the necessary insurance in place will be required.

A summary of the insurance cover provided by The Trust is shown in Appendix 3 of this Agreement. If any further detail of The Trust's insurance cover is required, please advise the Hall manager.

9. Accidents and Dangerous Occurrences

THE HIRER must report all accidents involving injury to the public to the Hall Manager or Caretaker by the end of the event (contact details given on page 3 of this Agreement), and fill out the Accident Book located in the kitchen. Certain types of accident or injury must be reported under the *Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 2013* (RIDDOR). This will be undertaken by the Hall Manager after being advised of the occurrence. Any failure of equipment, either that belonging to The Trust must also be reported as soon as possible.

10. Animals

THE HIRER shall ensure that no animals (including birds) except assistance dogs are brought into the Identified Premises, other than for a special event agreed by The Trust. No animals whatsoever are allowed in the kitchen at any time.

11. Activities for Children

THE HIRER shall ensure that any activities for children comply with the provisions of appropriate legislation and regulations and that only fit and proper persons have access to the children.

12. Sale of Goods

THE HIRER shall, if selling goods on the Identified Premises, comply with the provisions of appropriate legislation and regulations for the supply and selling of such goods.

13. Cancellation

IF THE HIRER wishes to cancel the booking before the date of the event, the Trust reserves the right to withhold part or all of any deposit paid.

THE TRUST reserves the right to cancel this hiring in the event of the Identified Premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case the Hirer shall be entitled to a refund of any deposit already paid.

14. Unfit for Use

In the event of the Identified Premises or any part thereof being rendered unfit for the use for which it has been hired, The Trust shall not be liable to the hirer for any resulting loss or damage whatsoever.

15. Refusal of Booking

THE TRUST reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving notice in writing to the Hirer if they consider the Identified Premises is being used for an unsuitable purpose.

THE HIRER shall be entitled upon such notice to reimbursement of such monies including the deposit, or a proportion of it, paid by the Hirer to The Trust. The Trust shall not be liable to make any further payment to the Hirer.

16. **End of Hire**

THE HIRER shall ensure that, for an evening booking, all music will cease by 11.00pm and that the Identified Premises are vacated by 11.30pm, or such other times appropriate to any licence extension.

THE HIRER shall be responsible for leaving the Identified Premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise, and any contents temporarily removed from their usual positions properly replaced, otherwise The Trust shall be at liberty to make an additional charge.

17. **Noise**

THE HIRER shall, in consideration of local residents, and as required by granted licences, keep music down to a reasonable level, and ensure that noise generally is kept to a minimum on arrival, during the event and on departure from the Identified Premises.

THE HIRER must ensure that all windows and doors are closed and, in hours of darkness, curtains drawn closed whilst music is playing.

If one has been prepared, **THE HIRER** must comply with the noise plan.

Attestation

The Hirer

I/we **The Hirer** agree to comply with the above Schedule of Standard Conditions and accept them to be part of the Hire Agreement dated 2017

Signed

Print Name

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Revised 21 April 2017

Appendix 2
Hire Agreement

HALL CLOSE DOWN INSTRUCTIONS

If arrangements have been made for the Hirer to close down the Hall at the end of their event, the following task, as relevant, should be addressed.

Generally

1. Please leave the Hall as you found it, hopefully in a clean and tidy state. Please sweep or dry mop the floor(s); if necessary, wet mop any spillages, etc.
2. Replace all equipment, tables, chairs, utensils, glasses, crockery, etc in their correct storage space in a clean condition.
3. Put any dirty tablecloths, tea towels, etc in wash-bag for laundry & leave in cleaners' cupboard; fold up all clean tablecloths and put away.
4. All lights to be turned off.
5. Please check that all external doors and windows are securely locked.
6. Curtains must be draw open.
7. Ensure all internal doors are closed; they should not be wedged open – some are fire doors.
8. Cleaning utensils and materials can be found in the Cleaners' Cupboard.

Specifically; Kitchen

9. Check both counter top boilers are switched off.
10. Check gas is switched off.
11. Remove any of your contents from the fridge; likewise from the fridge and freezer in the Committee Room.
12. Check dishwasher turned off, drained and clean.
13. Empty kitchen bin if full into the outside Euro-bin.

Security

14. Unless other arrangements have been made with the Hall Manager or Caretaker, set the security alarm on exiting the building.
15. Ensure both leaves of the front door are secure on exiting the building.

Note

16. A detailed and comprehensive version of this guide is displayed on the back of the Cleaners' cupboard door.

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Appendix 3
Hire Agreement

HIRER'S LIABILITY GUIDE
Who is covered by the Trust's Insurance Policy
and
Who is not

Relevant Extract from The Trust's Insurance Policy

Hirers' Liability- Our Five Step Guide to Determine Who is Covered by Your Policy

As you may be aware, Hirers' Liability cover is automatically included under your policy. In order to benefit from this cover users of your premises would need to comply with the following points.

1. They are a charity or non-commercial organisation
2. They do not carry out any activities at venues other than your premises
3. They do not make any profit from their meetings other than that reinvested back into the club or for charitable purposes
4. They do not have any paid employees
5. They do not carry out any excluded activities as listed on endorsement 215 - a copy of which can be found in your policy booklet

Hirers' Liability extends your Public Liability insurance to provide cover for any non profit-making hirers of your premises. This is provided at an indemnity limit of £5million. A non profit-making hirer is any club or society that does not make money out of their operation. They may take money providing that this is invested back into the club.

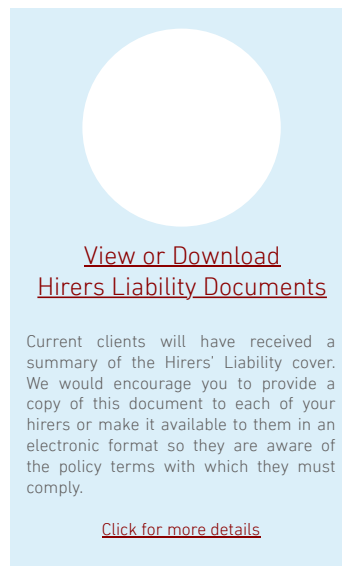
If any hirer does not comply then they would need to arrange their own Public Liability insurance to cover their activities.

Commercial organisations require separate cover for their business activities. So if, for example, a keep-fit instructor who visited several community buildings in the area held a class at your premises they would be expected to arrange their own Public Liability insurance as this would be deemed a commercial activity. This would also apply to events such as furniture sales. If any national organisations such as the scouts hire the premises they would also be expected to hold their own liability cover.

Any private events such as parties or weddings which are held at your premises would be automatically covered, as well as individuals fundraising on behalf of a Charity.

This would extend to the activities of clubs or sports teams at your premises such as Bowls Clubs. However, if such clubs are involved in a league and play fixtures away from the Hall then they would need to arrange separate public liability insurance to cover these activities.

If this causes any concerns or if you require further clarification then please contact us.



[View or Download
Hirers Liability Documents](#)

Current clients will have received a summary of the Hirers' Liability cover. We would encourage you to provide a copy of this document to each of your hirers or make it available to them in an electronic format so they are aware of the policy terms with which they must comply.

[Click for more details](#)

Please address any queries or requests for clarification to the Hall Manager.

Revised 21 April 2017