



# Terms & Conditions

## **Hiring Agreement**

Amended Feb 2025

Date: [xxx](#)

Hirer: [xxx](#)

Event Date & Time: [xxx](#)

# Rules and Hiring Agreement

Use of the Facilities (Adisham Village Hall) is subject to the following rules and, in the case of hirers, to the conditions incorporated in the hiring agreement.

It is strongly recommended that a written agreement be made so that both the Village Hall and the hirer know their rights and responsibilities.

Below is a Schedule of the **Standard Conditions** of the Village Hall's Facilities with a section at the end enabling any **Special Conditions** to be added where necessary

# Agreement Form

This agreement is made on **xxx** between:

**Adisham Village Hall** and the Hirer **xxx**.

Adisham Village Hall agrees to permit the Hirer to use the premises detailed in 5 for the purpose detailed in 6 and for the period(s) described below,

**Date(s) & Times Required:\* xxx**

Adisham Village Hall, The Street, Adisham, Canterbury CT3 3JL

Authorised Bookings Secretary: **Sue Nyirenda**

07777 663042 or lovellisue@gmail.com

**1. Hirer:** Name\Organisation: **xxx**

Note: Person(s) signing must be 18 years of age or over.

Mobile: **xxx**

Email: **xxx**

**2. Hiring Fee: xxx**

**3. Deposit: £50**

**4. Balance: xxx**

**5. Premises: Adisham Village Hall – all facilities including the kitchen and toilets**

**6. Purpose of Hiring:** This will be a private/public event for: **xxx**

## Deposit

The Hirer shall pay as deposit of **£50**. The balance of fees being payable before the event for which the Hall is hired (the deposit having been paid on the signing hereof)

7 Will your event require music? YES/NO

8 Is alcohol to be provided at the event(s)? YES/NO

Will alcohol be for sale? YES/NO

If you have answered yes to 7 or 8 you will need to seek written permission.

### **Permission given**

The **Hirer** agrees with the village hall to be present during the hiring and to perform the provisions and stipulations contained or referred to in the **Terms and Conditions** below.

It is hereby agreed that the **Standard Conditions of Hire** attached hereto together with any **Special Conditions of Hire** contained in the Schedule hereto shall form part of the terms of the Hiring Agreement unless specifically excluded.

The Hirer declares that the information given in this Agreement is correct to the best of his/her knowledge and acknowledges that any misstatement or misrepresentation will invalidate the Agreement.

The Hirer shall pay a deposit of **£50**. The balance of fees being payable at least 14 days prior to the event for which the premises are hired.

Deposits are collected in cash or BACS and will be forfeited in the event of damage, excessive noise, abuse to the property or if the property is left in an unsanitary condition. Teenage parties carry an additional deposit of **£0** to be paid one month in advance of the booking. These will be banked prior to the event and refunded, if all conditions have been met, within 7 days.

**Special Conditions that apply: xxx**

Date: **xxx**

Signed by the person on behalf of the Village Hall: **Sue Nyirenda**

Signed by the hirer: **XXX**

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 of the Public Entertainment/Stage Play Licence relating to management and supervision of the premises are met.

# Standard Conditions of Hire

## Insurance

Before hiring out the facilities (5) IT IS ESSENTIAL TO ENSURE that the basic insurance is in order and to consider whether it would be prudent to include additional cover for items such as hirer's' public liability and loss of revenue.

### **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 fabric and or the contents of the premises.

All claims, losses, damages and costs made against or incurred by the Village Hall, 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 (including the storage of equipment) by the Hirer.

All claims, losses, damages and costs made against or incurred by the Village Hall, their employees, volunteers, agent 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.

The Village Hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Village Hall management committee and the Village Halls employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

Where the Village Hall does not insure the liabilities above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Village Hall secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another hirer.

The Village Hall is insured against any claims arising out of its own negligence.

## Fee

In order to legally enforce the Hiring Agreement and its conditions, a fee must be paid by the Hirer for the use of the premises.

## Payment

Late vacation of the premises or a failure to return the premises in their original state will lead to a deduction from the deposit and/or refusal of future bookings. The amount of the deduction will be decided by the Village Hall.

Cancellation of the contract of hire at less than one week's notice will lead to the loss of the deposit.

Once an agreement has been signed a contract is in force between the parties who must comply with the terms agreed. Failure to do so is a breach of contract.

The Village Hall shall, upon giving not less than **two** days' notice in writing to the Hirer, have the right to cancel a booking if the Village Hall knows, or has good cause to believe, that such booking will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements. In the event of a cancellation under this clause the Village Hall shall refund to the Hirer any deposit or booking fee already paid but shall not be liable (or any other costs whatsoever incurred by either the Hirer or their Agent(s)

## Safety Requirements

**The Hirer is legally bound to make sure that they familiarise themselves and their associates with all of the safety procedures below:**

- Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be immediately available for free public egress.
- All User Groups and Users are expected to take responsibility for their own fire drills in line with the Village Hall's fire policies.
- Firefighting apparatus shall be kept in its proper place and only used for its intended purpose.
- Smoking is forbidden inside the premises in accordance with Government Regulations.
- Under no circumstances are fireworks, barbeques (without written permission of the Committee) or bonfires allowed in any part of the premises or Grounds.

- You should be familiar with the method of operation of escape door fastenings.
- All fire exits should be working correctly.
- Internal Fire doors are not to be wedged open.
- You should ensure that exit signs are illuminated.
- You should ensure that there are no obvious fire hazards on the premises.
- The Fire Brigade shall be called to any outbreak of fire, however slight and details of the occurrence shall be given to the Caretaker.
- Highly flammable substances shall not be brought into or used in any part of the premises. No internal decorations of a combustible nature (eg: polystyrene, cotton, etc) shall be undertaken or erected without the consent of the Village Hall Management Committee.
- No Naked flames are allowed.
- Performances involving danger to the public shall not be given.
- No unauthorized heating appliances shall be used on the premises.
- Each user Group and User is responsible for their own First Aid support and facilities. A first aid box is available in the kitchen. Please leave a note if any of the items is used.
- All electrical equipment brought into the premises shall comply with the Electricity at Work Regulations 1989. The Management Committee disclaims all responsibility for all claims and costs arising from the use of any such equipment that does not so comply.
- While the Village Hall is responsible for the regular testing of portable electrical appliances belonging to the Hall, the hirer is responsible for ensuring that any electrical appliances she/he brings are safe and used in a safe manner and comply with the Electricity at Work Regulations 1989 and that their appliances have been PAT tested.

- Hirers are responsible for any **spillages or wet floors**. Mops and equipment to clear the spillages are in the Cleaning Cupboard in the Gents toilets or in the kitchen. The key to the Cleaning cupboard is in the cupboard in the kitchen above the dishwasher. Warning Signs need to be put out where there is a wet floor (in the cupboard)

## **Accidents and Dangerous Occurrences**

THE HIRER must report all accidents involving injury to the public to a member of the Village Hall as soon as possible. Any failure of equipment either that 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. The Village Hall will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

## **Food Health and Hygiene**

If food is prepared, served or sold in the Hall, the [Village hall](#) is responsible for meeting legislative requirements to ensure that the Hall, and in particular the kitchen, is adequately provided for the possible level of catering to be undertaken by the hirers, and that it is clean and well maintained.

The hirers are responsible for ensuring that all stages of the preparation and serving meet legally required health and hygiene standards.

Apart from certain circumstances, halls which are used for the preparation and servicing of food on five or more occasions in five consecutive weeks must be registered by the Village Hall with the District Parish or Unitary Authority as "food premises" at least 28 days before the first such use.

A Food and Hygiene officer from Canterbury City Council inspected the village hall in January 2025 and awarded it 5 stars – the highest level.

## **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, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

## **Storage**

The permission of the Management Committee must be obtained before goods or equipment are left or stored in the Village Hall, except that the Caretaker is



authorised to grant permission for the overnight storage of goods and equipment brought to the hall for a particular function or event providing it meets safety regulations.

## **Maximum Capacity**

The numbers admitted to the premises are laid down by the Fire Authorities and must not exceed the following:

**200 persons standing or 100 sitting at tables**

## **Special Conditions of Hire**

The use of the rooms and premises at Adisham Village Hall is subject to the following conditions where indicated on the agreement form and, unless any variation is agreed by the management committee in writing, the user of any of the rooms is deemed to have accepted all the conditions below.

### **SC1 - 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.

### **SC2 - Heating**

No unauthorized heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

### **SC3 - Parking**

Guests may park in the car park at their own risk. Please make sure the gate is shut and locked at the end of your hire. You will be given the padlock number.

**Once the Village Hall has signed the agreement and accepted a fee then they are contractually bound to carry out the hiring unless the contract becomes void or the hirer is in breach of his/her part of the agreement. However, the Village Hall may not wish to accept a booking, or may need to cancel or terminate a booking either before, or during the hire period and this clause gives them the right to do so without being liable for breach of contract.**