



Shutlanger Village Hall

Main Road, Shutlanger, Northamptonshire, NN12 7RU

Email enquiries@shutlangervillagehall.org.uk

Phone 01327 640547 www.shutlangervillagehall.org.uk

since 1884

Hall Hire Agreement

Shutlanger Village Hall Committee informs hirers of the Hall that by agreeing to the Terms and Conditions in this Hall Hire Agreement and Booking Confirmation email they are entering into a contract that could be used in evidence should legal action become necessary.

This agreement is between

- (1) Shutlanger Village Hall and
- (2) The person or organisation hiring the hall as shown in the online Booking Form.

AGREED as follows:

Throughout this agreement:

Shutlanger Village Hall, where referred to as “we”; “our”, is to be interpreted as “we” and “us” mean to include the Village Hall’s charity trustees, employees, volunteers, agents and invitees.

The person or organisation named as hirer on the booking form is referred to as “you”; and “your” is to be interpreted as including the members of your management committee (if appropriate), your employees, volunteers, agents and invitees.

Where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Bookings Secretary or, if the Bookings Secretary is not available, one of our trustees.

1. In consideration of the hire fee described in the booking arrangements, we agree to permit you to use the premises for the purpose and for the times described in the Online Booking Form.



Charity number
1029826



2. Hire fees

In addition to the hire fees the Committee reserves the right to require a deposit when large numbers are involved, or alcohol is to be served. The sum is at the discretion of the Committee and is reviewed annually. The deposit will be returned to the hirer once a representative of the Committee is satisfied that no damage has been done and provided there have been no complaints from the neighbours.

2.1 Optional additional conditions for use with commercial hirers:
“Village halls are usually held on strict trusts which require the management committee to ensure that the hall is administered in accordance with those trusts. Accordingly, we are bound to preserve and hereby reserve the right to terminate this Agreement by not less than seven days’ notice in writing to you in the event of the hall being required on the same date/time for the fulfilment of its charitable purpose.

2.2 In the event of such termination by us, we will refund to you all the monies paid by you to us. We will not, however, be liable to make any further payment to you in respect of expenses, costs or losses incurred directly or indirectly by you in relation to any such termination.”

3. Premises

3.1 You agree not to exceed the maximum permitted number of people including the organisers /performers (See Appendix 1).

3.2 The hall does not currently have a License to sell alcohol. Serving alcohol at a private event does not require a licence but, if you plan to sell alcohol you will need to obtain a Temporary Event Notice (TEN)
If we believe that a TEN would be in your best interests for this hiring, we will advise you to apply at [West Northamptonshire Council](#) with at least 10 working days’ notice.

3.3 You agree to be present (or your authorised representative, if appropriate) during the hiring and to comply fully with this agreement.

3.4 We and you hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions imposed that we deem necessary, form part of the terms of this agreement unless we and you agree in writing.

3.5 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.

4. **Standard Conditions of Hire**

If you are in any doubt as to the meaning of the Conditions, you must seek clarification from us without delay.

4.1 **Age**

You, not being a person under 18 years of age, hereby accept responsibility for always overseeing and being on the premises when the public are present and for ensuring that all standard Conditions under this Agreement relating to management and supervision for the premises are met.

4.2 **Supervision**

During the period of the hiring, you are responsible for:

4.2.1 Supervision of the premises, the fabric and the contents.

4.2.2 Care of the premises, safety from damage however slight or change of any sort.

4.2.3 The behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements as to avoid obstruction of the highway (See Appendix 1 for further clarification).

4.2.4 As directed by us, you must make good or pay for all damage (including accidental and malicious damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

5. **Use of the Premises**

You must not use the premises, including the garden, for any purposes other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purposes or in any unlawful way not do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

6. Insurance and indemnity

6.1 You are liable for:

6.1.1 Costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents.

6.1.2 All claims, losses, damages, and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising because of your use of the premises (including the storage of equipment).

6.1.3 All claims, losses, damages and costs made against or incurred by us because of any nuisance caused to a third party because of your use of the premises and subject to clause 5 you must indemnify us against such liabilities.

6.2 We will take out adequate insurance to insure the liabilities described in sub-clauses 6.1.1. above and may, at our discretion and in the case of non-commercial hirers, insure the liabilities described in 6.1 above. We will claim on our insurance for any liability you incur but you must indemnify us against:

6.2.1 Any insurance excess incurred and the difference between the amount of the liability and the monies we receive under the insurance policy.

6.3 Where we do not insure the liabilities described in sub-clauses 6.1.2 and 6.1.3. above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer. We are insured against any claims arising out of our own negligence.

7. Gaming betting and lotteries

You must ensure that nothing is done in or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

8. Music

The Hall has a joint music licence with the Performing Rights Society (PRS) and Phonographic Performance Limited (PPL) for the live and recorded performance of copyright music.

8.1 Music must only be played or performed until 11pm and no later.

We only allow low level background music in the garden.

9. Film

You must restrict children from viewing age restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film.

The Deregulation Act 2015 requires you to have our written permission from us to show a film.

10. Safeguarding

Safeguarding children, young people and vulnerable adults, and adults at risk.

See safeguarding policy under documentation on booking website.

11. Public Safety Compliance

You must comply with all conditions and regulations made in respect of the premises by the local Authority, the Licensing Authority, and our fire risk assessment 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. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to the Hall Secretary at secretary@shutlangervillagehall.org.uk

11.1 You acknowledge that you have received instruction in the following matters:

The action to be taken in the event of a fire. This includes calling the fire brigade and evacuating the Hall.

The firefighting equipment is in the kitchen and near the exit door from the hall.



(Instructions for use are on the appliances).

Escape route and the need to keep it clear.

Appreciation of the importance of fire doors and of closing all fire doors at the time of a fire.

Location of first aid boxes (on the worktop next to the refrigerator).

- 11.2. In advance of any activity whether regulated entertainment or not you must check the following items:

That all exits are unlocked.

That the escape route is free of obstruction and can be safely used for instant free public exit.

That exit signs are illuminated.

That there are no fire-hazards on the premises.

12. **Noise**

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The hall must be vacated quietly by midnight.

13. **Drunk and disorderly behaviour and supply of illegal drugs**

- 13.1 You must ensure that to avoid disturbing the neighbours of the hall and avoid violent criminal behaviour:

- 13.2 No-one attending the event consumes excessive amounts of alcohol
No illegal drugs are brought onto the premises.

- 13.3 Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

14. **Food, Health and Hygiene**

You must, if preparing, serving or selling food, observe all the relevant food health and hygiene legislation and regulations. Dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with Food Temperature Regulations.

- 14.1 The Hall has a refrigerator, freezer, thermometer, coloured chopping boards and blue plasters. The food hygiene folder is located next to the microwave oven in the kitchen.

15. **Electrical Appliance Safety**

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

16. **Stored Equipment**

- 16.1 We accept no responsibility for any stored equipment or other property brought onto or left at the premises, and all liability for loss or damage is hereby excluded.
- 16.2 All equipment and other property (other than stored equipment) must be removed at the end of each hiring; we will reserve the right to charge fees each day or part of a day at the hire fee per hiring until the same is removed.
- 16.3 We may, at our discretion, dispose of any items referred to above by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:
- 16.4 Your failure to either pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended.
- 16.5 Your failure to dispose of any property brought onto the premises for the purpose of hiring.

17. **Smoking**

- 17.1 Shutlanger Village Hall is a no smoking building.
- 17.2 You must comply with the prohibitions of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises.
- 17.3 You must ensure that anyone who wishes to smoke does so outside and disposes of the cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

18. Incidents, Accidents and Dangerous Occurrences

- 18.1 You must report to us as soon as possible:
- 18.1 Any failure of our equipment or equipment brought in by you.
- 18.2 All accidents involving injury to the public to us as soon as possible and complete the relevant section on our accident book.
- 18.3 Certain types of accident or injury on a special form to the Incident Contact Centre.
- 18.4 Our Hall Secretary will give assistance in completing this form and can provide contact details of the incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013. (RIDDOR). Incident forms will be found next to the First Aid box in the kitchen.

19. Explosives and Flammable Substances

You must ensure that:

- 19.1. Highly flammable substances are not brought into or used in any part of the premises.
- 19.2. No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) are erected without our consent.
- 19.3 Naked flame candles must not be lit in the hall.
- 19.4 BBQ's must only be used by outside caterers with their own insurance.

20. Heating

- 20.1 You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent.
- 20.2 You must not use portable liquified propane gas (LPG) heating appliances.

21. Animals

We are a dog friendly village hall. You must ensure that Guide dogs, Hearing dogs and assistance dogs are allowed on the premises.

22. Fly Posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and must indemnify and keep us indemnified accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the Local Authority.

23. Sale of Goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. You must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on the Manufacturers' Recommended Retail Prices.

24. Cancellation

Please refer to Appendix 1 for details of our cancellation policy.

We reserve the right to cancel this agreement by giving you written notice in the event of:

- 24.1 The premises being required for the use as a Polling Station for a Parliamentary or Local Government Election or by-election.
- 24.2 Or reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises because of this hiring.
- 24.3 The premises become unfit for your intended use.
- 24.4 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.

25. End of Hire

You are responsible for leaving the premises and the surrounding area in a clean and tidy condition.

- 25.1 Chairs and tables to be stacked in the storage area at the back of the hall as per the photographs.
- 25.2 Hall floor to be swept and vacuumed.
- 25.3 Empty bins in kitchen and toilets.
- 25.4 Please supply your own bin bags and takeaway as much of your waste as possible. Our bins have limited capacity.
- 25.5 Leave kitchen clean and tidy, empty the fridge.
- 25.6 Ensure the toilets are left tidy and the bins are emptied.
- 25.7 Make sure that the taps in toilets and kitchen are fully turned off, especially in cold weather.
- 25.8 Please ensure that all lights are switched off when leaving, including outside lights.
- 25.9 Please report any damages or breakages.
- 25.10 Your deposit, if any, will be refunded once the hall has been inspected.

26. No Alterations

You must not make any alterations or additions to the premises nor install or attach such fixtures or placard, decorations or other articles in any way to any part of the premises without our written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them, and you must make good to our satisfaction any damage to the premises by such removal.

- 26.1 This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

Appendix 1

Charges and General Information

Booking Charges

The Hall is open 08.00– midnight every day.

Shutlanger Village resident £12.00 per hour.

Non Shutlanger Village resident £15.00 per hour.

Please allow time in your booking hours for setting up and clearing away.

Included in price: crockery, cutlery, tables and chairs and heating.

Prices are reviewed annually.

Payment

Payment is required at the time of booking. Online payments can be made to 'Shutlanger Village Hall', Sort code **30-18-83**, Account **00411251** and please be sure to **enter your name or organisation in the reference box so that we know you have paid**. Please make cheques payable to 'Shutlanger Village Hall' and send to our Treasurer Mrs Suzanne Jenkins, Shutlanger Village Hall, Main Road Shutlanger NN12 7RU.

Cancellation Policy

BOOKING FEE	NOTICE PERIOD				
	Less than £100	Less than 24 hours	Between 24 and 48 hours	Between 48 hours and 1 week	More than 1 week
No refund		25% refund	50% refund	Full refund	
More than £100	Less than 14 days	14 days and 1 month	Between 1 and 2 months	More than 2 months	
	No refund	25% refund	50% refund	Full refund	

If it is possible to transfer your event dates, there will be no financial penalty.

Keys

The keys are contained within a key safe to the left of the main door you will be given the keycode prior to the commencement of your booking. The contact for keys is Mrs Tracey Shakespeare (01327 640547), email bookings@shutlangervillagehall.org.uk

General Information

Hot Water

The hot water controls are on the wall in the ladies' toilets. (See Appendix 2).

Press the boost button for the time required it will switch off automatically.

Access

Please do **not** park in the garden.

There is a portable ramp for disabled access, it is in the lobby to the men's toilets.

Capacity

The capacity of the hall is 80 people including volunteers/staff for the event.

Catering

All catering requisites including crockery, cutlery, kettle, hot water dispenser and coffee machine are provided.

Please, bring your own tea, coffee and refreshments.

All washing-up and cleaning materials are provided under the sink, but we do ask you to bring your own tea towels. Please use disposable cloths wherever possible.

Please bring your own bin bags for your rubbish and take it home with you.

Outside Caterers

Outside caterers are permitted to use the hall for your event.

Parking

Although there is no parking within the grounds of the Village Hall. There is parking outside the Hall on Main Road, please do not park on the pavement or block residents' driveways. If Main Road is full there is limited parking on Bakers' Lane between the hall gates and the old phone box.

Finally

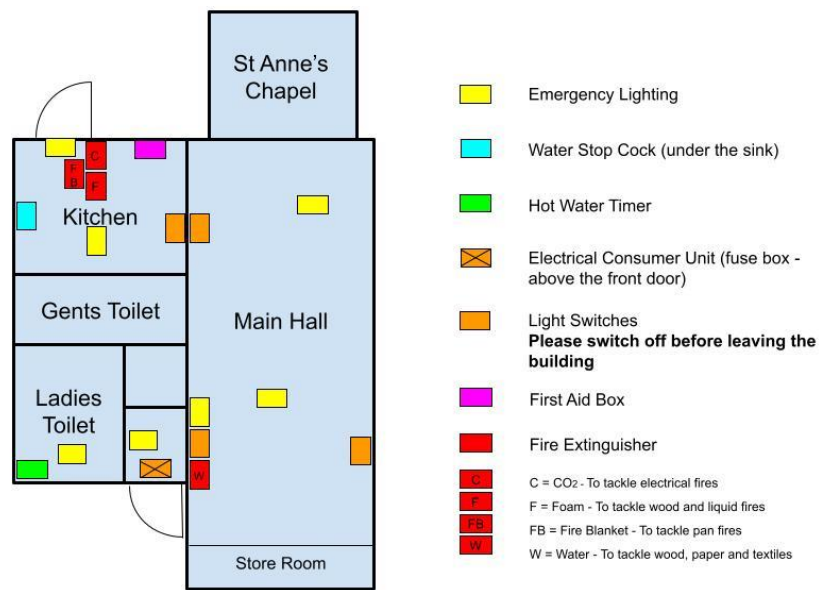
Please check your times and dates and make sure you are not going to clash with our regular users.

This document will be reviewed annually.

Appendix 2

Hall Plan

Shutlanger Village Hall Facilities Plan



Main Hall Floor Area 11.5m x 6.4m = 73.6m²