



# Shutlanger Village Hall

Main Road, Shutlanger, Northamptonshire, NN12 7RU

Email [enquiries@shutlangervillagehall.org.uk](mailto:enquiries@shutlangervillagehall.org.uk)

Phone 01327 640547 [www.shutlangervillagehall.org.uk](http://www.shutlangervillagehall.org.uk)

since 1884

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## Hall Hire Agreement

Shutlanger Village Hall Management Committee (SVHMC) informs hirers of the hall that by signing the agreement to use the hall 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 Management Committee and a person being over the age of 18 years of age or an organisation hiring the hall as shown in the booking form.

AGREED as follows:

### 1. Definitions

Shutlanger Village Hall Management Committee, 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.

### 2. Communications

Where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the [booking secretary](#) or, if the bookings secretary is not available, one of our trustees.



Charity number  
1029826



### 3. Booking terms and hire fees

The fees are shown on the Shutlanger Village Hall website and invoice provided to the hirer.

**Payment is required at the time of booking.**

**Hire fees are subject to 30-day payment terms. Failure to pay in accordance with our terms may result in cancellation of the event.**

Any hire fees outstanding in lieu of an event will be recovered by us.

Online payments can be made to:

Shutlanger Village Hall

Sort code 30-18-83

Account 00411251

and please enter your name or organisation in the reference box so that we know you have paid.

**All bookings must include sufficient time for setting up, clearing away and the delivery and collection of any hired equipment** (soft play equipment, bouncy castles, gazebos, wedding hire etc).

The committee reserves the right to require a surety when large numbers are involved, or alcohol is to be served. The sum is at the discretion of the committee. 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 our neighbours.

### 4. Premises

You must not use the premises, including the garden, for any purposes other than that described in the agreement:

- You must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purposes.
- You must not in any unlawful way do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises.
- You must not allow the consumption of alcohol without our written permission.

Before the event, you will need to confirm the following with our booking secretary:

Will tickets be sold for your event?

Is food to be provided at the event?

Is alcohol to be provided at the event?

Will there be exhibition of a film?

Will live music be performed or recorded music played?

**The maximum capacity of the hall is 80 people including organisers and performers.**

The hall does not currently have a Premises License.

Serving alcohol at a private event does not require a licence but, **if you plan to sell alcohol at your event** this requires a Temporary Event Notice (TEN). We advise you to apply to [West Northamptonshire Council](#) with at least 10 working days notice.

There is a limit on the number of TENs that can be granted annually for these premises.

## **5. Insurance and indemnity**

5.1 You are liable for:

5.1.1 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.

5.1.2 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).

5.1.3 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 5.2 you must indemnify us against such liabilities.

5.2 We will take out adequate insurance to insure the liabilities described in sub-clauses 5.1.1. above and may, at our discretion and in the case of non-commercial hirers, insure the liabilities described in 5.1 above. We will claim on our insurance for any liability you incur but you must indemnify us against:

5.2.1 Any insurance excess incurred and

5.2.2 The difference between the amount of the liability and the monies we receive under the insurance policy.

5.3 Where we do not insure the liabilities described in sub-clauses 5.1.2 and 5.1.3. 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 may cancel this Agreement and re-hire the premises to another hirer. We are insured against any claims arising out of our own negligence.

## 6. Cancellation policy

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

- The premises being required for the use as a Polling Station by the local authority.
- 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.
- The premises become unfit for your intended use.
- If we consider that such a hiring will lead to a breach of licensing conditions, or other legal or statutory requirements
- If we consider that unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- The Village Hall being a registered charity which requires the management committee to ensure that the hall is administered in accordance with its charitable aims, needs to preserve and reserves the right to terminate this agreement to fulfil its charitable purpose.

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 payment to you in respect of expenses, costs or losses incurred directly or indirectly by you in relation to any such termination.

If you wish to cancel your booking, the following penalties apply.

Events where the booking charge is £100 or less	
More than 7 days' notice	Full refund
Between 48 hours' and 7 days' notice	75% refund
Between 24 hours' and 48 hours' notice	25% refund
Less than 24 hours' notice	No refund

Events where the booking charge is more than £100	
Less than 14 days' notice	No refund

## Declaration

In consideration of the hire fee stated on the booking form, we agree to permit you to use the premises for the purpose and duration described in the booking arrangements.

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

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.

As confirmed on the booking form, duly authorised by Shutlanger Village Hall Management Committee.

## Terms and Conditions of Hire

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

### 1 Responsibilities

Being a person 18 years of age and over, you hereby accept responsibility for always overseeing and being on the premises when the public are present.

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

- Supervision of the premises, the fabric and the contents.
- Care of the premises, safety from damage however slight or change of any sort.
- 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.

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.

### 2. Use of the premises

Use of all tables and chairs together with kitchen utensils, glassware, crockery and cutlery in unlocked cupboards are included.

Cooker, fridge / freezer, dishwasher, microwave, kettle, hot water dispenser and coffee machine, are also provided.

Washing-up and cleaning materials are provided under the sink, but we do ask you to bring your own tea towels.

You are required to clean the hall before leaving. If the hall is not left in an acceptable condition after your event, we reserve the right to charge an additional £35 cleaning fee.

If you wish to take tables and chairs, kitchen utensils, crockery and cutlery outside the hall, please contact the [booking secretary](#) in advance. A deposit may be payable whenever such items are taken outside the hall.

Outside caterers are permitted to use the hall for your event. Please notify the booking secretary in advance

### **3. 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

### **4. Music**

We hold the relevant licenses under Performing Right Society (PRS) and Phonographic Performance Licence (PPL) .

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

Live music performances are not allowed in the garden. Speakers are only permitted as low-level background music.

You must, if using amplification equipment, take notice of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

You must ensure that the kitchen windows and external kitchen door are closed prior to the playing of live or recorded music indoors to minimise disturbance to our neighbours.

### **5. Noise**

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning so as not to disturb our neighbours.

### **6. 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 licence for film. The Deregulation Act 2015 requires you to have our written permission to show a film.

### **7. Parking**

Although there is no parking within the grounds of the Village Hall. There is parking outside the hall on Main Road. If Main Road is full, there is limited parking on Baker's Lane between the hall gates and the old phone box.

Please park responsibly avoiding driveways and causing obstructions.

## **8. Safeguarding children, young people and vulnerable adults, and adults at risk**

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation.

When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

## **9. 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](mailto:secretary@shutlangervillagehall.org.uk)

9.1. 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 by the exit door and near the fire door from the hall. (Instructions for use are on the appliances).
- Escape routes and the need to keep them clear.  
The external kitchen door should be kept unlocked during your event.
- Location of first aid box (on the worktop next to the fridge / freezer)

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

- That all fire exits are unlocked and in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated
- That there are no fire-hazards on the premises.



## **10. Drunk and disorderly behaviour and supply of illegal drugs**

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

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

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.

## **11. 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.

The premises are provided with a refrigerator and a thermometer.

## **12. 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.

## **13. Stored equipment**

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.

All equipment and other property (other than stored equipment) must be removed at the end of each hiring, or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may at our discretion, dispose of any items referred to below 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:

- 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.
- Your failure to dispose of any property brought onto the premises for the purpose of hiring.

## 14. Smoking

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.

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.

## 15. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you.

You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section on our accident book.

You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our [secretary](#) will give you 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).

The accident book which contains Incident forms will be found next to the First Aid box in the kitchen.

## 16. Explosives and flammable substances

You must ensure that:

- Highly flammable substances are not brought into or used in any part of the premises.
- No internal decorations of a combustible nature (e.g. polystyrene, candles, cotton wool) are used without our consent.

## 17. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent.

You must not use portable liquified propane gas (LPG) heating appliances.

## 18. Animals

You must ensure that Guide Dogs, Hearing Dogs and Assistance Dog owners are allowed on the premises.

We are an animal friendly premises and dogs under supervision are welcome.

## **19. 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.

## **20. 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.

## **21. 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.

## **22. End of hire**

You are responsible for leaving the premises and the surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise. Any contents temporarily removed from their usual positions must be properly replaced, otherwise we may make an additional charge.

For those charged a deposit, this will be refunded once the hall has been inspected.

This Agreement will be reviewed annually