

Grasmere Village Hall Hire Agreement



The purpose of this agreement is to set out the obligations and responsibilities of any individual or group or organisation wishing to hire Grasmere Village Hall.

By signing this document, you are agreeing that you as the hirer, understand and agree to the 'Terms of Hire' numbered 1-32 on the following pages.

We ask that you sign this front page and return a copy to the address below. Please return the agreement within 14 days of receipt, as it is required in order to confirm the booking.

Regular user groups need only complete this document once per year.

(a) Name: _____

(b) Organisation: _____

(c) Position: _____

(d) Tel: _____

(e) Email: _____

Date(s) and Time(s) of Booking(s):

Purpose of Hire:

I, the person named at (a) above, **being duly authorised on behalf of (b) in my capacity as (c)**, do hereby confirm that I have read and understood the 'Terms of Hire' as provided to me, and accept and agree to the responsibilities and liabilities of the same.

Signed _____ Date _____

* Delete this section if signing as an individual

Please return this completed page by email to: enquiries@grasmerehall.org.uk

or post to Grasmere Village Hall, Broadgate, Grasmere, Cumbria LA22 9TA

Grasmere Village Hall

Terms of Hire



Definitions

'**Hirer**' shall mean an individual hirer or, where the hirer is an organisation, the authorised representative of said organisation.

'**Trustees**' shall mean the current Trustees of 'Grasmere Village Hall Company Ltd'

'**Premises**' shall mean the property known as 'Grasmere Village Hall, Grasmere. LA22 9TA'

These 'Terms of Hire' apply to all hiring's of the Hall. If the Hirer is in any doubt as to the meaning of the following, a member of the Trustees should be consulted.

Anyone under the age of 21 years is prohibited from hiring the Premises. An older person making a booking on behalf of someone younger than 21 years old must be aware of the responsibilities for which **they** will be liable.

Terms

1 – Supervision

The Hirer (or their authorised representative) must be present during the period of hire and shall be responsible for: supervision of the premises, the care of the fabric and the contents; safety from damage however slight or change of any sort and the behaviour of all persons using the premises, including proper supervision of car parking arrangements so as to avoid obstruction of the parking.

As directed by the Trustees, the Hirer shall agree to pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for any loss of contents.

2 – 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 nor allow the Premises to be used for any unlawful purpose, nor do, or bring onto the Premises, anything which may endanger the same or render invalid any insurance policies in respect thereof. The Hirer shall not permit persons to sleep overnight in the Premises without prior permission from the Trustees.

3 – Indemnity

The Hirer shall indemnify and keep indemnified each member of the Trustees and the Village Hall's employees, volunteers, agents and invitees against:

- (a) The cost of repair of any damage done to any part of the Premises and curtilage or the contents of the same and
- (b) All claims 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.

The Hirer is advised to take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire. Commercial hirers must have their own public liability insurance, and this must be shown when booking the hall. The Village Hall is insured against any claims arising out of its own negligence.

4 – Stored Equipment

The Trustees accept no responsibility for any stored equipment or other property brought on to 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 fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Trustees may, at their discretion, dispose of any items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same in either of the following circumstances:

- (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due, or
- (b) in respect of any other property brought onto the premises for the purposes of the hiring, failure by the Hirer to remove the same within 1 day after the hiring.

5 – No Alterations

No alterations or additions may be made to the Premises. This includes but is not limited to walls, floors, ceilings, doors, fire and safety equipment, plumbing, electrical fittings and or circuits, security equipment, audio / visual equipment or circuits etc.

No fixtures are to be installed or placards, decorations or other articles be attached in any way to any part of the Premises without the prior approval of the Trustees. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Trustees remain in the premises at the end of the hiring and become the property of the Village Hall or be removed by the Hirer who must make good to the satisfaction of the Committee any damage caused to the premises by such removal. No item may be affixed to any part of the building, with screws, pins, nails, Sellotape, Blue Tack, or any other method.

6 - Accident Reporting

There is a first-aid kit in the kitchen in a designated cupboard. The Hirer must ensure that details of any accident or near miss that occurs whilst within the Premises (including the curtilage) are recorded in the Accident Book or Near Miss book located in the kitchen with the first aid kit. The completed form should then be posted through the letter box of the village hall so that any reports will be passed on to the Trustees. Any failure of equipment belonging to the Village Hall must also be reported as soon as possible.

7 – Licences

The Hall does not have an alcohol licence. Therefore, the Hirer shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor, in respect of consumption on the premises.

8 - Gaming, Betting and Lotteries

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

9 - Electric Appliance Safety

The Hirer shall ensure that all electrical appliances brought by them to the Premises and used there shall be safe and in working order, and operated at all times in a safe manner.

11- Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Local Authority, the Licensing Authority, and the Fire Risk Assessment, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is provided, or which is attended by children. The hall has a Health and Safety Policy which is available on the hall's website and in the policy file in the kitchen.

The Trustees have carried out a risk assessment for known hazards. The introduction of any new fire risk by the Hirer either as a possible source of ignition, or flammable materials, or other risks, such as a Bouncy Castle, require the permission of Trustees and must be accompanied by an additional risk assessment carried out by the Hirer.

No pyrotechnic devices, naked flames, or smoke type effects are permitted, unless prior permission has been gained from the Trustees. Barbecues and fireworks are prohibited within the Premises curtilage.

All Hirers must make themselves, and any individuals using the premises as part of the hire, aware of emergency escape routes and fire alarm procedures. Detailed safety information is contained with The 'Emergency Action Plan & Fire Procedures and Plans' copies of which are located in the policy file in the kitchen. The Hirer acknowledges responsibility for ensuring that they are familiar with these documents, for making any other relevant personal aware of the information also, and for ensuring their implementation should the need arise.

Should the Hirer have any queries or concerns over either the safety procedures, or operation of any safety equipment, they should inform one of the Trustees, at the earliest opportunity, so that arrangements can be made for someone to provide clarification and or instruction.

12- Safeguarding children, young people, and adults at risk

Hirers 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. The hall's Safeguarding Policy is available on our website and in the policy file in the kitchen.

13 – Risk Assessment

Hirers are required to read and sign the "**Grasmere Village Hall Risk Assessment for Hirers**" document and, if necessary, add additional hazards e.g. bouncy castle, stage lighting, scenery etc. Hirers must consider what risks there are to those setting up their event or to members of the public during the hire and outline the steps they propose to take to minimise those risks.

In addition to completing a risk assessment, hirers must ensure they pay particular attention to the following

guidelines:

- **Make sure that all emergency exit doors are clear and unlocked as soon as the hall is to be used and throughout the hiring.**
- **Do not** operate or touch any electrical equipment where there are signs of damage, exposure of components or water penetration etc.
- **Do not** work on steps, ladders or at height until they are properly secured and another person is present.
- **Do not** leave portable electrical appliances operating while unattended.
- **Do not** bring onto the property any portable electrical appliances which have not been Portable Appliance Tested.
- **Do not** attempt to move heavy or bulky items (e.g. stacked tables or chairs) - use the trolleys provided.
- **Do not** stack more than seven of the stacking chairs.
- **Do not** attempt to carry or tip a water boiler or soup tureen when it contains hot liquid. Leave it to cool.
- **Do not** allow children in the kitchen except under close supervision (e.g. for supervised cookery lessons or, in the case of older children, for supervised serving of food at functions). Avoid overcrowding in the kitchen and do not allow running.
- **Wear** suitable protective clothing when handling cleaning or other toxic materials.
- **Report** any evidence of damage or faults to equipment or the building's facilities to the booking secretary.
- **Report** every accident in the accident book (located in the First Aid cupboard in the kitchen). The form should be torn out and placed in an envelope (provided in the drawer above the first aid box) and deposited in the post box outside the front door (to the right as you leave).
- **Be aware of and seek to avoid the following risks:**
 - Slipping hazards on stairs or wet floors – mop spills immediately and use the "Wet Floor" signs if poor weather results in the corridor floors becoming wet.
 - Tripping hazards such as buggies, umbrellas, mops and other items left in halls and corridors
 - Inadequate lighting which might cause tripping in poorly lit areas
 - Risk to individuals while in sole occupancy of the building
 - Risks involved in handling kitchen equipment e.g. cooker, water heater and knives
 - Creating toppling hazards by piling equipment e.g. in store cupboards.

14 Food Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food and hygiene regulations in order to minimise the risks associated with food handling. They should familiarise themselves with the hall's Food Hygiene Policy available online and in the policy file in the kitchen.

15 Equality

Hirers are expected to follow equality laws at all times and adhere to the hall's Equality Policy, which is available on the website and in the policy file in the kitchen.

15- The Health Act 2006 'Prohibition of Smoking in Public Places'

The Hirer shall, and shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, and so as not to cause a fire hazard.

16- Animals

No animals whatsoever are to enter the kitchen at any time. With the exception of assistance dogs, The Hirer shall ensure that no animals are brought into the Premises, unless prior written permission has been gained from the Trustees. Such permission will normally be given, on the explicit understanding that The Hirer accepts full responsibility for the cleaning up of any and all mess, and also the cost of restoring any damage done by any animals permitted on to the premises. Failure to fulfil this obligation will render The Hirer liable for additional charges, as outlined under sections 3 & 18 of these Terms of Hire.

17- 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 the organiser's name and address and any discounts offered are based only on Manufacturers' Recommended Retail Prices. (The Hirer will be expected to have themselves aware of the liabilities stated in the above legislation).

18- Noise

We ask that hirers respect that we are part of a community of residents and visitors, and that noise must be kept to acceptable limits, especially early and late. There should be no external noise, including PA systems, between 9am and 11.00pm, without express prior permission of the Trustees.

19 - Operational Hours

It is a condition of our Licence that the playing of any music must cease at or before 11:30pm and the Premises vacated by midnight following an evening event.

20- The Right to Enter

Any Trustee has the right to enter the Hall at any time other than during events falling under the provisions of the Children Act 1989.

21- End of Hire Period

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, with the premises being properly locked and secured (unless directed otherwise) and any contents that have been temporarily removed from their usual positions are properly replaced. Otherwise the Trustees shall be at liberty to make an additional charge.

In particular:

- The kitchen should be left clean with all items put away in the correct places.
- All spills should be mopped up (mop in kitchen cupboard).
- All floors should be swept (brushes in kitchen cupboard).
- All tables should be wiped down and returned to the trolleys in the corridor.
- All chairs should be replaced on the trolleys.
- All food and rubbish should be removed from the site (**the Hall does not have a bin collection**). Recycling can be taken to the Recycling Centre in Ambleside.

22 – Overnight Camping

The Hall may occasionally be hired by groups for “camping”. This will be at the discretion of the trustees and must not be in contravention of the hall’s charitable objects. Camping groups must take special note of the references in this document to safety, security, fire precautions and general use of the building.

There are some special points which relate to these groups:

- A camping group must normally restrict itself to the Main Hall.
- Valuables should not be left in the hall.
- Gas or paraffin stoves or barbecues must not be used; only the hall kitchen equipment must be used for cooking.
- There are no showers, but the accessible toilet may be used if a private washing facility is required.
- The sensor operated lights in the toilets go out if there is no movement for a long period of time.
- The emergency exit lighting is always illuminated, and no attempt must be made to switch these lights off or obscure them.
- The external door should be kept locked overnight and if the hirers leave the building.
- There must be no alcohol consumed on the premises from 11:30pm and noise must be kept to a minimum after this time.
- If the group includes children or vulnerable adults, hirers must ensure they have an appropriate safeguarding policy and procedures in place and have carried out an appropriate risk assessment.

23 - Access to Areas

The following areas are strictly out of bounds, unless prior permission has been granted by the Trustees:-

- Balcony
- Stage Gantry
- Stage Flys (Area Above Stage)
- Plant Rooms
- Electrical Equipment Rooms
- Store Rooms

24 – Charges and Payment Schedule

Hire charges are set by the trustees for each calendar year.

All bookings should include time for setting up before and clearing away after the event.

Bookings on Saturday and Sunday will be for a minimum period of a morning, afternoon or evening (shorter bookings may be accepted within 7 days of the required date).

The standard rate applies to all hires unless the hire complies with BOTH the following conditions:

- a) They are of benefit to those based within the Lakes Parish boundary
- b) They are ‘non-commercial’ in nature

Hires complying with both the above conditions will be entitled to the reduced rate. The decision of the trustees will be final in determining compliance with these conditions.

Invoices will be issued during the first week of the next month following the date of the booking. Payment terms are 14 days from date of invoice.

25 - Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Trustees are unable to conclude a replacement booking, then at the discretion of the Trustees the hirer will be liable for a charge as follows:-

8+ Weeks Notice	>>	No Charge
4-8 Weeks Notice	>>	50% Charge
0-4 Weeks Notice	>>	100% Charge

The Trustees reserve 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 bye-election.
- (b) The Trustees reasonably consider that:
 - i. such hiring might lead to a breach of licensing conditions, or other legal or statutory requirements, or
 - ii. unlawful or unsuitable activities will take place at the premises as a result of this hiring, or
 - iii. the use of the premises by the hirer will cause damage to the premises or contents of the same, or
 - iv. the use of the premises by the hirer will cause harm to any people or persons.
- (c) The premises becoming unfit for the use intended by the Hirer.
- (d) 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.
- (e) The Trustees reserve the right to make changes to bookings in exceptional circumstances but will try to give at least a month's notice.

26- No Rights

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

27- Signage

The Hirer shall ensure that any signage in relation to any event taking place at the hall complies with local authority legislation, and shall indemnify the Trustees against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority. The Hirer shall ensure that no damage is caused to the property by the affixing of signs.

28 - Opening and Closing of Hall

On completion of the hire all external doors should be secured (including fire exits) and all lights switched off. The hall has an electronic entry system, which will be explained to you on first use. You will either be allocated a key code to gain entry, or an electronic key-fob, depending on the duration of your hire. The alarm and entrance hall lights are automatically switched on and off by the door entry system.

29 - Heating

The heating will be set for the duration of the hire period. The Hirer shall ensure that no unauthorised heating appliances shall be used on the Premises without the consent of the Trustees. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used. The Hirer will not alter any settings on any heating equipment, other than the thermostat in the hall. The thermostat should be returned to its original setting at the end of the hire period.

30 - Car Parking

The Village Hall Car park is a camera operated Pay on Entry Car Park managed by Cumbria Parking Services. This is a ticketless car park with payment via the RingGo App. All proceeds from this car park go towards maintaining the hall.

A 'grace period' of 30 minutes free parking is provided to all vehicles. This is done automatically by the camera system, and does not require any interaction or registration of VRMs.

Anyone hiring the venue (both local & non local/commercial) can provide details of two VRMs which will be entered into the system by the booking team. This grants them free parking for those two vehicles for the duration of their event.

For 'Local Events' (as defined by the charging policy) the Trustees will waive the charge for parking to those persons attending the hire. An interface will be made available within the hall, which will allow hirers to enter the VRM of any attendees' vehicles who park at the hall for the duration of the event.

The Trustees reserve the right to revoke this waiver if the hirer be deemed to be abusing the facility. This decision will be taken by the Trustees.

Hirers must ensure that public access to the car park is maintained at all times during their hire, unless prior consent has been given by the trustees to close part or all of the car park. Closing the car park will incur an additional cost.

31 – WiFi Internet

WiFi Internet connection (Guest WiFi) is provided to legitimate users of the Premises. The use of this connection is subject to the terms as set out below.

The Hirer agrees to **NOT** :-

- a) use the Guest WiFi for any unlawful or illegal purpose.
- b) use the Guest WiFi for any commercial purpose not connected with the hire of the Premises.
- c) make any use of the Guest WiFi which causes the whole or part of the Guest WiFi to be interrupted, damaged, made less efficient, or impair the effectiveness or functionality of the Guest WiFi in anyway.
- d) use the Guest WiFi for sending or posting any computer viruses or any other harmful code, or any material which is defamatory, offensive or obscene.
- e) use the Guest WiFi in a way which infringes the rights of any person (whether in breach of confidentiality or intellectual property rights or otherwise).

We reserve the right to terminate or restrict your access to the Guest WiFi, without advance notice, if we reasonably believe that you are misusing the Guest WiFi or are otherwise in breach of these Terms. You agree to indemnify and hold the Trustees harmless from and against all liabilities, claims, losses or damages (including legal fees) costs and other expenses, however caused, that may arise as a result of or in connection with inappropriate or unauthorised access to the Guest WiFi by you and/or breach by you of any of these Terms.

We do not guarantee that the Guest WiFi is compatible with all hardware types and devices or guarantee device connectivity. We do not guarantee uninterrupted access to the Guest WiFi and we may suspend the service at any time, for any reason, in our sole discretion.

The Guest WiFi is not a secure network and we are not responsible for the security of the information and data which you transmit using the Guest WiFi. We are not responsible for the accuracy of any information or data obtained from the internet using the Guest WiFi.

The WiFi password is located on the back of the door on the left as you enter the kitchen.

32 – Emergency Contact Number

In the event of an emergency during your booking or you need to contact the Hall at short notice, Trustees can be contacted on 015394 56689.