

Friog and Fairbourne Village Hall
Hiring Agreement and Standard Conditions of Hire

Definitions

For the purpose of this agreement and the conditions of hire:

Village Hall means Friog and Fairbourne Village Hall.

Hirer means an individual or organisation stated on the booking form.

Premises means the parts of the village hall stated on the booking form.

Booking means the contract between the hirer and the village hall committee.

Period means the times stated on the booking form.

Function means the event described on the booking form.

Hiring Agreement

In consideration of the hire fees detailed on the Hire Charges sheet, the village hall committee agrees to permit the hirer to use the premises for the function and period(s) described on the booking form. All details inserted in the booking form are part of this agreement. The booking includes the following conditions:

1. **Booking Deposit:** the hirer shall pay a non-refundable £20 deposit (or payment in full if less than £20), which will be deducted from the final bill.
2. **Start and Finish Times:** Fifteen minutes is allowed prior to and after the period for setting and clearing away. In any event functions must end by 11pm, inclusive of clearing up time.
3. **Alcohol must not be sold** on the premises or car park. Individuals may bring alcoholic drinks into the hall only for their own consumption at an organised event or as raffle prizes.
4. **Permitted numbers:** The Hall has a maximum capacity of ____ (to include helpers and performers) and ____ in the multi-use room. On no account shall this figure be exceeded. This will be determined by any Welsh Government restrictions in place at the time
5. **Third Parties:** None of the agreement provisions confer any benefit pursuant to the Contracts (Right of Third Parties) Act 1999.
6. **Age:** The hirer confirms they are over 21 years of age. Organisations shall nominate such a person and name them on the booking form.
7. **Supervision:** The hirer or person in charge of the activity shall be on the premises for the entire period of hire or duration of the activity. When the premises or any part of them are used for the purpose of public entertainment there shall be a minimum of two persons aged 21 or over on duty. The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation.

Child Protection Policies are the responsibility of the Hirer.

The hirer or person in charge is responsible for the: -

- a) Care of the premises including the fabric and contents and reporting all damage to the caretaker or a member of the village hall committee
 - b) Behaviour of all persons using the premises
 - c) Car parking supervision. Please note limited parking is available at owner's risk. Sufficient space should be left as a means of escape route in the event of an emergency. The parking of vehicles on Beach Road should be avoided and the car park across the road from the Hall used as an overspill. Gwynedd Council parking rates apply.
8. **Security Deposit:** The village hall committee reserve the right to request additional security deposits as they see fit, held against cost of repair of damage. To be refunded within 28 days less any deduction.

9. **Use:** The use of the hall is restricted to that detailed on the booking form. No sub-letting is allowed. No illegal activities such as selling drugs are allowed nor any that compromise the village hall insurance.
10. **Licensable activities:** The village hall has a Performing Rights Society License allowing the use of music in any form. The hirer must obtain any other licenses (excluding the sale of alcohol) required for their event and provide proof to the village hall committee if requested. The hirer shall take reasonable steps to ensure noise disturbance to neighbours is kept to a minimum and must cease by 11pm.
11. **Public Safety:**
- a) Obstructions must not be placed in the gangways or exits, nor in front of the emergency exits which must be immediately available for free public access.
 - b) Firefighting equipment shall be kept in its proper place and only used for its intended purpose – see plan on notice board by the phone and labels on walls.
 - c) Performances involving danger to the public shall not be held.
 - d) Highly flammable substances shall not be brought into or used in any part of the building
 - e) No unauthorised heating appliances shall be used on the premises.
 - f) The hirer shall report all accidents involving injury by recording in the accident book. First Aid boxes shall be readily available to all users of the premises and are located in the hall and kitchen.
 - g) The hirer shall ensure any electrical goods brought to the premises are agreed with a committee member, is in good working order and complies with electrical safety regulations. Residual circuit breakers must be used for all such equipment.
 - h) The safe operation of other equipment is the responsibility of the hirer who shall familiarise themselves with relevant guidelines. Note: Bouncy castles **are not** permitted on the premises or car park.
 - i) There is a No Smoking policy (including vaping) throughout the building and its environs.
 - j) We would ask that helium filled balloons are not used on the premises unless they are weighted/secured.
12. **Fire:** If a fire occurs the hirer must ensure that:
- a) The alarm has been sounded
 - b) The fire brigade has been called to Friog and Fairbourne Village Hall, Beach Road, LL38 2EQ
 - c) All those on the premises are aware of the emergency and leaves the building in an orderly fashion
 - d) The doors are closed once everyone has left the building
 - e) No person remains in the building
 - f) No person enters the building during the emergency procedure
 - g) Everyone proceeds to the assembly point in the car park opposite in front of the tennis court.
 - h) The organiser makes themselves known to the fire officer in charge
13. **Food and hygiene:** Anyone using the kitchen must familiarise themselves with the Kitchen Folder and is responsible for ensuring compliance with relevant food health and hygiene regulations. Use of crockery, cutlery, teapots and fridges is included in the hire charge. There is an additional charge for anything else. Anyone over the age of 80 is not allowed in the kitchen. Under 18s are not permitted unsupervised in the kitchen.
14. **Insurance and indemnity:** The hirer shall indemnify the Trustees of the village hall, their employees, volunteers, agents and invitees against:

- a) The cost of repair of the premises including content and curtilage from damage during the period
- b) All actions, claims and costs of proceedings arising from any breach of this agreement
- c) All claims in respect of damages, including damage for 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.

15. **Animals:** Except in the case of assistance dogs, animals are not allowed in the hall except in exceptional circumstances or at the discretion of a committee member.
16. **Sale of Goods:** The hirer and attendees shall comply with all relevant legislation if selling on the premises.
17. **Film Shows:** Hirers shall secure the necessary license to allow public broadcast and to adhere to any age classification restrictions.
18. **Internet:** The village hall internet is not subject to parental controls and the hirer is responsible for ensuring children are supervised.
19. **Cancellation:** Should a hirer cancel a booking the village hall the committee reserves the right to retain the booking deposit. The security deposit will be refunded within 28 days.

The village hall will ordinarily ensure that all bookings proceed. Where this is not possible the booking deposit and security deposit will be refunded within 28 days. The village hall shall not be liable to the hirer for any resulting direct or indirect loss or damage whatsoever.

20. **Clearing Up:** The hirer shall be responsible for leaving the premises in a clean and tidy condition. The hirer shall ensure:
- a) Litter shall not be left in or about the premises. Recycling bins and a general rubbish bin are located at the rear of the hall, behind the metal shed. A pedal bin is located in the kitchen and should be emptied before it gets full. Provision for food waste will be provided for kitchen hires. In the event of bins being full, rubbish should be removed by the hirer.
 - b) Lights and heaters are switched OFF
 - c) Fixtures and fittings are put back in place
 - d) Windows and fire doors are closed and outside doors are locked

21. Equipment:

- a) **Personal equipment:** The village hall shall not be liable for any stored equipment or property brought onto or left on the premises. All liability for loss or damage is hereby excluded. All equipment must be moved at the end of each period unless agreed with the village hall committee.
- b) **Village Hall equipment:** A sound system and projector is available in the hall and a SMART TV in the multi-use room. The hirer should familiarise themselves with their use prior to your session beginning. Equipment for indoor bowls, badminton and table tennis is available

22. **Decoration and Alteration:** No decoration or alteration of the premises is allowed without the express permission of the village hall committee. In particular, the following are banned – Blu Tak, Adhesive Tape, Drawing Pins.
23. **Rights:** This agreement confers no tenancy or other right of occupation on the hirer.
24. **Enquiries and Complaints:** Any enquiries should be made to the Bookings Secretary. Complaints should be brought to the attention of the village hall Chair. If the matter remains unresolved it will be referred to the management committee.
25. **Acceptance:** These terms and conditions shall be made available to the hirer at the time of booking. By proceeding with the booking the hirer is determined to have accepted these terms and conditions.

Additional requirements during the Covid Pandemic:

The organiser will be responsible for adhering to all restrictions laid down by the Welsh Government and / or Gwynedd Council at the time of the hire / activity.

A face covering must be worn in the hall except when seated or exercising.

Social distancing must be maintained as far as possible.

Hands must be sanitised on entry and as appropriate.

A track and trace form must be completed or the QR code scanned.

Doors and windows must be open for the duration of the hire, although heaters may be used.

Antiseptic wipes must be used on door handles and switches. Tables and chairs are to be sprayed with disinfectant spray (not wiped).