

**BRAMSHAW VILLAGE HALL
HIRING APPLICATION AGREEMENT**

THIS AGREEMENT is made on the hire date (1.) and between the **BRAMSHAW TRUST MANAGEMENT COMMITTEE** (2.) and the **HIRER** (3.) named below whereby in consideration of the sums mentioned (4.)

A. THE COMMITTEE agrees to permit the hirer to use the premises (5) for the purpose (6)(7) and the periods all described below, viz:

- 1. **Date of hire** :.....
- 2. **Bramshaw Trust Management Committee Authorised Representative**

Name: Pauline Slade

Address: Newbridge Farmhouse, Newbridge, Hants SO40 2NW

Tel No: 02380 811198, email: pauline_slade@icloud.com

- 3. **Hirer:**

(a) Organisation (if applicable):

(b) Name of Organisations authorised representative or individual hirer:

.....
Address.....
.....

Tel No:.....

Email address:

- 4. **Hiring Fee: (No cash, cheques only) £.....**

Bond. See Clause 31. (By separate cheque, undated) £.....

(Payable in full at time of booking)

Deferred payment can be made for block or repeat booking by arrangement with The Trust. You can pay for block bookings by direct debit or cheque monthly in arrears. Late payment for room hire will be charged at the full commercial rate. Any payment by cheque that is 'referred to drawer' will be re-invoiced at the full commercial rate plus any bank charges incurred.

Please make cheques (no cash) payable to **Bramshaw Trust**

5. Premises: Hall & Servery:

Committee Room only: (Tick as required)

Community Room only: “

For the Morning 9.00am to 1.00pm (Tick period required)

Afternoon 1.30pm to 5.30pm

Evening 6.00pm to 11.59pm

NOTE: see Standard conditions of hire (Clause 10 for cancellation policy)

6. Purpose of Hiring. Please be very specific e.g.

Wedding receptions

40th Birthday party

Wedding anniversary

Number of attendees :.....

7. This will be a private / public event (delete as appropriate)

8. Will you be using music? If yes please indicate if Band or ‘Disco’..... Please note that a noise limiter is installed in the Hall, set at 100 dB.

9. Under no circumstances must alcohol be sold in the Hall unless under license or Temporary Permit according to the current licensing legislation.

10. It is mandatory that the hirer vacates the Hall at the end of the session and that the Hall should be swept and left clean and tidy using mops provided in the main store. Should the hirer wish to have the Hall cleaned after a wedding or party, please contact: 02380 813730

11. The hirer accepts responsibility for ensuring that no smoking or vaping occurs in the hall or in the entrance to the hall since both are illegal. The hirer can be fined £2500 for any infringement.

12. Hirers shall not apply for Temporary Event Licenses (TENs) without the written permission of the Trust

13. This hiring agreement must be returned within fourteen days to secure the booking.

14. The Hall is licensed for 200 persons and the Community Room is licensed for 30 persons.

B.

1. The **HIRER** agrees with the Committee to be present during the hiring and to observe and perform the provisions and stipulations contained or referred to in the Committees “Standard Conditions of Hire” for the time being in force as annexed hereto (an understanding of which the **HIRER** acknowledges) together with the special conditions set out in the Schedule.
2. It is hereby agreed that the standard conditions of hire attached hereto together with the Special Conditions of Hire contained in the Schedule shall form part of the terms of the Hiring Agreement unless specifically excluded.

The **HIRER** is aware that the Bramshaw Hall is licensed under the Local Government (Miscellaneous Provisions) Act 1982 for Music & Dancing and agrees to be bound by the provisions of that license.

3. The answers on these pages form part of the Contract and any misrepresentation will absolve the Bramshaw Trust from responsibility in respect of any part of the Contract.

SIGNED by the person named at 2. above on behalf of the Village Hall Management Committee.

SIGNED by the person named at 3(b) above (on behalf of the organization named at 3(a) above, where applicable). I declare that the information given in this agreement is correct and I acknowledge that any mis- statement or misrepresentation will invalidate the agreement. I have read the standard conditions of hire.

PLEASE ENSURE THAT YOU READ THE ATTACHED CONDITIONS OF HIRE BEFORE SIGNING THIS AGREEMENT

Bramshaw Village Hall (SO43 7JE)

November 2016

Standard conditions of hire

If the hirer is in any doubt as to the meaning of the following, please telephone

02380 813288 or 02380 811198

For the purposes of these conditions, the term **Hirer** shall mean an individual hirer or, where the hirer is an organisation, the authorised representative. Where an organisation is named in the Hiring Agreement, that organisation shall also be considered the Hirer and shall be jointly and severally liable hereon with the person who signs the Hiring Agreement

- 1. The Hirer** will, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage however slight or change of any sort, and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.
- 2. The Hirer** shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises (including the car park) to be used for any unlawful purpose or in any unlawful way it nor do any thing or bring into the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcoholic liquor thereon without written permission.
- 3. The Hirer** shall be responsible for obtaining such licences as may be needed, whether for the sale or supply of intoxicating liquor, from the Performing Rights Society, from Phonographic Performance Ltd or otherwise and for the observance of the same.
- 4. The Hirer** shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming betting and lotteries
- 5. The Hirer** shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays
- 6. The Hirer** shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations
- 7. The Hirer** shall ensure that any electrical appliances brought by him to the premises and used there shall be safe, in good working order, certified safe by a qualified electrician and used in a safe manner.
- 8. The Hirer** shall indemnify the committee for the cost of repair of any damage done to any part of the premises, including the curtilage thereof or the contents of the buildings, which may occur during the period of the hiring.
- 9. If the Hirer** wishes to cancel the booking more than 28 days before the date of the event, a full refund will be given. If the cancellation is made more than 14 days before the date of the event, a 50% refund will be given. If the cancellation is made less than 14 days before the date of the event no refund will be given.
- 10. The Hirer** shall make sure that no annoyance is caused to people living locally, either by excessive noise from the hall, cars revving, singing in the car park, or by any other activity (including firework displays) in contravention of Environmental Legislation relating to noise pollution.
- 11. The Hirer** shall ensure that no dogs except guide dogs are brought into the hall, unless agreed with the Committee

12. At the end of the hiring, the hirer shall be responsible for leaving the premises (including toilets) and surrounds in a clean and tidy condition, properly locked and secured. All rubbish shall be placed in the wheelie bin situated opposite the south wing entrance door. All spillage shall be wiped up, tables and chairs cleaned, tables folded and stored away, floor and surrounds swept and the whole left clean and tidy. Make sure that all doors and windows are shut, windows secured and doors locked, all lights extinguished and the external doors locked and secure. The keys are to be returned to the Key Box at the front door immediately after a hiring. Otherwise, the committee shall be at liberty to make an additional charge.

13. The Committee reserves the right to cancel this hiring in the event of:

- The hall being required for use as a Polling Station, for a Parliamentary or Local Government election or bye-election.
- If in the opinion of the Committee they have been misled in the Hiring Application
- If in the opinion of the Committee the hiring is liable to cause a breach of these or other statutory regulations.
- If the Committee decide, more than 28 days prior to the booking, for any reason.

In the event of cancellation by the committee the hirer shall be entitled to a refund of any deposit paid

14. In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired, the committee shall not be liable to the hirer for any resulting loss or damage whatsoever.

15. The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons have access to the children.

Schedule of special conditions

16 The limit of occupancy of the hall is 200 (two hundred) persons. Any excess shall be just cause for the Committee to terminate a hire. The hirer shall note that this number includes all stewards, band members, waiters and waitresses and all other helpers for whatever purpose

17. Nails, tacks, screws, pins or other like object shall **not** be driven into any part of the Hall structure, nor shall any placards or articles be fixed thereto. No electric light bulb shall be removed

18. All functions are to terminate by 11.59pm.

19. No copyright material shall be performed without the licence of the copyright owner or agent. The hirer shall indemnify the Committee against any claim from infringement of copyright which may occur during the hiring

20. The Committee shall not be responsible for loss of, nor damage to, any property nor for any loss, damage or injury which may be incurred by, or happen to, any person or persons using the hall or car park; nor for any loss resulting from the breakdown of any machinery, failure of electricity supply, water leakage, fire, or act of God or terrorist which may occur during the period of the letting neither shall the Committee be responsible for any loss incurred by the hirer due to the closure of the hall prior to the hire date resulting in the cancellation of a booking

21. The Hirer shall make good and pay for any damage caused to any neighbouring house, garden or personal property caused by any act or neglect of the hirer or anyone to whom the hirer is responsible or anyone permitted by the hirer to enter the premises

22. Any member of the Management Committee of the trust, Police Constable, Fire Officer or other legally appointed agent, has a right of entry to the hall during a hiring

23. It is the Hirer's responsibility to maintain good order in the hall during the period of the hire. If as a result of complaints an Officer of the Committee deems it necessary to engage the assistance of the Police to maintain order prior to, during or after a hiring, any costs incurred shall be borne by the hirer

24. The Committee reserves the right to terminate any entertainment, meeting, dance or party that is considered to be overcrowded or not properly conducted. The Committee shall not be responsible for any subsequent loss by whosoever incurred

25. The Committee accepts no responsibility for any property left on the premises after a hiring. On those occasions when property is brought onto the premises for sale, such as jumble sales, bazaars, craft fairs and the like, any unsold property left on the premises at the end of the hiring shall be deemed to be to the property of the Hirer. Any such remaining property that continues into the next hiring period may attract a charge of £4.00 for every hour or part thereof, or, at the discretion of the committee, may be thrown into the wheelie bin or destroyed

26. No flag, emblem or other declaration shall be displayed inside or outside the hall without the previous consent of the committee

27. It is the hirer's responsibility to ensure whenever the hall is used in a blackout state that the **Emergency Exit** lights are illuminated

28. No exit shall be blocked by chairs or tables, no obstructions placed in the corridor, nor cars parked in front of the main doors. There shall be no impediment to the free flow of people escaping in the event of fire. The Hirer will explain evacuation procedures to all persons attending the event, formally, at the beginning of the event. No fire appliances to be tampered with or moved except in fire fighting situations

29. For the purposes of these conditions the Committee may act through any of its duly authorised officers or through its nominated agents.

30. In all matters the decision of the Committee shall be final

31. A damage deposit, plus all charges must be paid at the time of bookings. Provided the conditions of this agreement have been fulfilled to the satisfaction of the Committee, the deposit shall be returned to the Hirer. In the event that these conditions have not been so fulfilled the Committee reserves the right to deduct the whole or part of the deposit without prejudice to any other remedies that are available. Damage deposit rates are as follows:

- Wedding receptions: £200
- All other private functions: £100
- All other public events: £200
- All new commercial hirings for first event: £200

32. Residents of the Civil Parish of Bramshaw and that part of the Civil Parish of Redlynch known as Nomansland are able to hire the hall at a discounted rate. However, a booking made by a Resident, on behalf of a non Resident, will not be discounted.

33. All tables and chairs in the storage room may be used by the hirer but should be returned in a clean condition. No chairs are to be left in the Hall after a hire unless by previous arrangement. All children's play equipment stored in this room is not the property of the Trust and therefore must not be used

34. Hirers are particularly requested not to drop any glass in the garden area as it is used by very young children

35. The Hirer shall not carry out or permit fly posting or any other unauthorised advertisements for the event within the surrounding area of the Hall, and shall indemnify the committee against all actions, claims and proceedings arising from a breach of this condition.

36. Crockery, cutlery and glasses are available to hire on request. There are circa 120 settings. They must be washed, dried and returned to their original locations at the end of the session. Please inform the Trust immediately of any breakages.

The Bramshaw Trust • Charity Registration 204012 • Email: pauline_slade@icloud.com