



MANATON PARISH HALL MANAGEMENT COMMITTEE
Charity commission number: 300895

.....

Hire Agreement
Full conditions of Hire

- 1. On page 2 is a summary of the responsibilities imposed on hirers of the hall by the full conditions of hire which are displayed in the hall. Hirers must comply with the full conditions of hire and are committed to doing so by signing in duplicate the agreement on pages 6 & 7**
- 2. Occasional users of the hall will be required to sign and return the agreement before using the hall. A hirer who has signed this form within the last twelve months and wishes to hire the hall again, will only be sent pages 6 & 7 to sign as a continuing commitment to the full conditions of hire.**
- 3. Regular users of the hall will be sent a copy of the agreement and will be required to sign and return this form annually or as requested by the Management Committee.**

Summary of Hirer's Responsibilities:

1. The hirer will be held responsible for any damage done to the hall or its contents arising from the hirer's activities.
2. Alcoholic drinks may not be consumed in the hall without the express permission of the Booking Secretary (BS).
3. Please ask the BS before bringing any electrical or heating equipment into the hall.
4. The hirer is responsible for obtaining such licences as may be needed if not already held by the Hall.
5. The hirer is responsible for obtaining any extra insurance if not covered by the Hall's insurance.
6. On arrival at the hall the hirer must read Hall Fire Procedures as posted on the entrance notice board. The hirer should note the contents of the Hall Health and Safety Manual and User guidance folder, kept in the kitchen, or distributed to the hirer on booking, and is responsible for implementing all advice relevant to the period of hire.
7. After your event please leave the hall in a clean and tidy condition with windows closed, doors locked and all electrical switches off, particularly the master switch in the entrance hall.
8. Return the key whence it came.
9. Remember, you are responsible for the legality of all your activities in the hall.

When you sign the hire agreement you are committed to complying with the full conditions of hire and to pay all fees and charges agreed at the time of booking.

Full Conditions Of Hire

(If the Hirer is in any doubt as to the meaning of the following, the Bookings Secretary should immediately be consulted.)

1. THE HIRER will, during the period of 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 behavior of all persons using the premises whatever their capacity, including proper supervision of car-parking arrangements so as to avoid injury to pedestrians, obstruction of the highway or disabled access. The movable car park notices in the store room and parking cones should be placed where appropriate and in the lane opposite the Hall if necessary.
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 to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto 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 permission.
3. THE HIRER shall be responsible for obtaining such licences as may be needed if not already held by the Hall. The village hall deed prohibits the sale of alcoholic liquor. The hall holds a PRS licence.
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, 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 observe the Hall Rules for Health and Safety, Safe Food Handling, Reporting Accidents, Reporting Damage or Breakages and in the Hall Health and Safety Manual and User Guidance.
7. THE HIRER shall ensure that any electrical appliances brought into the premises and used there shall be safe, in good working order, and only be used for the purpose that it was designed for. The Hirer shall ensure that there are no trailing cables which may cause a trip hazard.
8. THE HIRER shall indemnify the Committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.
9. If THE HIRER wishes to cancel the booking before the date of the event and the Committee is unable to conclude a replacement booking, the question of the repayment of any deposit shall be at the discretion of the Committee.
10. THE HIRER shall ensure that the minimum of noise is made on arrival and departure.
11. THE HIRER shall ensure that only dogs under control and assistance dogs are brought into the hall. Dogs are not permitted in the kitchen.
12. AT THE END of the hiring, the HIRER shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured unless directed otherwise and any

contents temporarily removed from their usual positions properly replaced, 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, in which case the Hirer shall be entitled to a refund of any deposit already 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 and vulnerable adults comply with the provisions of The Children Act and The Protection of Freedoms Act 2012 and that only fit and proper persons have access to children and vulnerable adults.
16. THE COMMITTEE reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the hirer. The hirer shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the hirer to the Committee but the Committee shall not be liable to make any further payment to the hirer.
17. THE HIRER shall ensure that all light, any electrical appliances and, in particular, the master switch are switched off before the hall is vacated and the key is returned to the coded keybox.
18. When public are present at a meeting or event, the hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times and for ensuring that all conditions of the Public Entertainment/Stage Play Licence relating to management and supervision of the premises and included in the User Manual are met.
19. The hirer must familiarise herself/himself in the fire procedures posted In the Hall and in the User Manual as follows:-
 - The action to be taken in the event of fire. This includes calling the fire brigade and evacuating the hall.
 - The location and use of the fire equipment.
 - Escape routes and the need to keep them clear.
 - Method of operation of escape door fastenings.
 - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
20. In advance of any meeting, entertainment or play the hirer shall check the following items:
 - That all fire exits are unlocked and panic bolts in good working order.
 - That all escape routes are free of obstruction and can be safely used.
 - That any fire doors are not wedged open.
 - That exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.
21. At the commencement of any meeting entertainment or play the hirer shall ensure that attendees receive verbal instructions on actions to be taken in the event of fire alarm, routes of emergency escape and site of meeting point.
22. During any meeting or event at which the public are present, there shall, in addition to the hirer, be 1 competent attendant on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be

not less than two persons.

23. The number of people on the premises shall not exceed 150 standing, or 120 seated.
24. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
25. The emergency lighting supply illuminating all exit signs and routes is operated by an automatic mains failure switching device.
26. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee.
27. Performances involving danger to the public shall not be given.
28. Highly flammable substances shall not be brought into, or used in any portion of the premises.
29. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee.
30. No naked flames are permitted.
31. No unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.
32. The premises shall not be used for public entertainment except between the hours of 8 am and 12 Midnight unless special permission has been issued by Teignbridge District Council and by the management committee.
33. Accidents and dangerous occurrences. The Hirer must comply with the provisions of the Hall's Health and Safety Policy available in the User Manual.
34. Hirers of the hall with the intention of playing badminton, table tennis or other active sports or activities must comply with the additional health and safety rules as outlined in the relevant booking information.
35. Insurance and indemnity. The Hall carries Public Liability Insurance Material Damage and All risks Insurance which extends to Hirers during the period of hire. Exceptions to this are for third party companies hired by the Hirer, such as Bouncy Castle businesses or other potentially hazardous activities, for which the Hirer must obtain additional insurance to cover Personal Injury and Third Party Liability. Commercial hirers must provide their own public liability cover.
36. Hirers will be responsible for paying the excess on any claim covered by the Hall's insurance and the full costs of damage, accident or incident not so covered or below the excess payable arising during the period of Hire.
37. 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.
38. By signing this document, the hirer agrees to pay all fees and charges agreed at the time of booking.

Agreement to be retained by hirer.

1. The hirer will be held responsible for any damage done to the hall or its contents arising from the hirer's activities.
2. Alcoholic drinks may not be consumed in the hall without the express permission of the Booking Secretary (BS).
3. Please ask the BS before bringing any electrical or heating equipment into the hall.
4. The hirer is responsible for obtaining such licences as may be needed if not already held by the Hall.
5. The hirer is responsible for obtaining any extra insurance if not covered by the Hall's insurance.
6. On arrival at the hall the hirer must read Hall Fire Procedures as posted on the entrance notice board. The hirer should note the contents of the Hall Health and Safety Manual and User guidance folder including the Environmental Health Policy kept in the kitchen, or distributed to the hirer on booking, and is responsible for implementing all advice relevant to the period of hire.
7. After your event please leave the hall in a clean and tidy condition with windows closed, doors locked and all electrical switches off, particularly the master switch in the entrance hall.
8. Return the key whence it came.
9. Remember, you are responsible for the legality of all your activities in the hall.
- 10. When you sign the hire agreement you are committed to complying with the full conditions of hire and to pay all fees and charges agreed at the time of booking.**

Signature:.....

Date:.....

On behalf of.....

Duplicate Agreement to be retained by MPHMC.

1. The hirer will be held responsible for any damage done to the hall or its contents arising from the hirer’s activities.
2. Alcoholic drinks may not be consumed in the hall without the express permission of the Booking Secretary (BS).
3. Please ask the BS before bringing any electrical or heating equipment into the hall.
4. The hirer is responsible for obtaining such licences as may be needed if not already held by the Hall.
5. The hirer is responsible for obtaining any extra insurance if not covered by the Hall’s insurance.
6. On arrival at the hall the hirer must read Hall Fire Procedures as posted on the entrance notice board. The hirer should note the contents of the Hall Health and Safety Manual and User guidance folder including the Environmental Health Policy kept in the kitchen, or distributed to the hirer on booking, and is responsible for implementing all advice relevant to the period of hire.
7. After your event please leave the hall in a clean and tidy condition with windows closed, doors locked and all electrical switches off, particularly the master switch in the entrance hall.
8. Return the key whence it came.
9. Remember, you are responsible for the legality of all your activities in the hall.
10. **When you sign the hire agreement you are committed to complying with the full conditions of hire and to pay all fees and charges agreed at the time of booking.**

Signature:.....

Date:.....

On behalf of.....