

# Felpham Memorial Village Hall

17-19 Vicarage Lane, Felpham, Bognor Regis, West Sussex. PO22 7DZ.

(Registered Charity Number 305367)

Website: [felphamvillagehall.org.uk](http://felphamvillagehall.org.uk)

E-mail: [felphamvillagehall@gmail.com](mailto:felphamvillagehall@gmail.com)

## HIRE AGREEMENT

**(PLEASE ENSURE YOU READ THIS DOCUMENT BEFORE COMPLETING A BOOKING FORM)**

**1: CHARGES:** will be as the published Hire Tariff, displayed on our website.

### **2: PAYMENTS:**

Whenever possible payments should be made by **BACS - Sort Code: 40-12-23 Account: 01143719**

- Cheques are not accepted unless by prior arrangement
- Credit card and cash payments are not accepted.
- For one-off hires, full payment of the hire fee must be received at least 28 days before the booked date or immediately if booked later than that period.
- A Security Deposit of **£100** is applicable for some hires, payable on booking and refunded if all Conditions of Hire have been complied with during the hiring. **Please see section 18: under Conditions of Hire**

### **2A: REFUNDS:**

See Section 17: Cancellation of Hire

### **3: PERFORMING LICENCE - PRS:**

The Hall holds a PERFORMING RIGHTS LICENCE which permits the use of Copyright Music in any form, and by performers in person.

### **4: THE PREMISES LICENCE:**

The following activities are permitted at the Hall between 09.00 hours and 23.00 hours. **Please indicate on the booking form the relevant activity/activities applicable to your hiring.**

- The performance of plays
- The showing of films - please state title and age classification.
- Dancing.
- The playing of recorded music.
- The performance of live music.
- The performance of dance.
- Making music.
- Indoor sporting events
- Private function and type of celebration
- Public event

All hires, including cleaning up, must cease at 23.45 hours except for a New Year's Eve or similar for which a special licence, a Temporary Event Notice (TEN) must be obtained by the hirer from Arun District Council, an application form can be downloaded from the council website ( [https://www.arun.gov.uk/temporary-event-notice/#:~:text=A%20temporary%20event%20notice%20\(TEN,to%20apply%20for%20a%20TEN](https://www.arun.gov.uk/temporary-event-notice/#:~:text=A%20temporary%20event%20notice%20(TEN,to%20apply%20for%20a%20TEN) ) A copy of this document must be provided to the Hire Secretary at least 7 days before the event. The number of licences issued in any year is limited.

### **5: NUMBERS:**

For using the Hall: The Premises Licence is for 120 persons or 80 seated at tables including a maximum of 3 wheelchairs with accompanying carers.

**6: SALE OF ALCOHOL:**

For any event where alcohol is sold, e.g. lunch, supper, wedding or entertainment, or for which tickets are sold which include a glass (or more) of wine or other alcoholic drink, a TEN must be obtained by the hirer from Arun District Council a copy of which must be provided to the Hire Secretary at least 7 days before the event. (Refer also to The Premises Licence.)

It is the hirer's responsibility to ensure that there is strict compliance with the conditions attaching to the TEN.

There is a limit on the number of TENs which can be granted in respect of the premises in any calendar year; the Hirer should check the availability of a TEN with the Hire Secretary before making a booking or submitting a TEN application to Arun District Council.

An event which provides alcohol free of charge to those attending does not require a TEN nor does an event where those attending bring their own alcohol for their personal consumption but where alcohol is to be consumed on the Premises then a TEN is not required. However, the Hire Secretary must be notified by the Hirer at the time of the booking that alcohol will be consumed at the event.

**7: PREPARATION / CLEARING UP TIME:**

The opening times of the Hall are 08.00 to 23.45 hours. Activities for which the Hall is booked may only take place between 09.00am and 23.00. **There must be no amplified music before 09.00 or after 23.00 hrs. Your hire must include setting up and clearing up time.** A maximum of 45 minutes can be given for clearing up after an evening event ending at 23.00 hours. **The premises must be cleared of visitors, left clean and locked up by 23.45.** Please ensure ALL rubbish is removed from the premises after a hire and not left in any internal hall bins. There is an external waste bin that can be used for limited rubbish.

**The following section CONDITIONS OF HIRE shall form part of this HIRE AGREEMENT.**

**CONDITIONS OF HIRE**

That you have read the policies: Complaints, Fire Safety, Health & Safety, Safeguarding and Data Protection and WiFi available on our website [www.felphamvillagehall.org.uk](http://www.felphamvillagehall.org.uk) see Policies.

To any hirer running a regular group that involves children, young people or adults at risk the Hirer, by booking our facilities by way of a completed booking form, confirms that they have read FMVH's Safeguarding Policy. The Hirer understands that if the hall hire relates to any activities or events for children, young people or adults at risk, that they will have a relevant DBS certificate through the Disclosure and Barring Service. FMVH reserves the right to require the Hirer to produce a copy of their own safeguarding policy and/or evidence of any relevant DBS checks.

For the avoidance of doubt, this does not apply in respect of hire for private parties arranged for invited friends and family.

**1: Supervision:**

**(a)** The hirer will appoint further responsible persons, if needed, to assist in supervision.

**(b)** Ensure that we have at least 1 emergency contact number.

**(c)** Shall be responsible for the Hall premises, the contents thereof, the behaviour of all persons on the premises during the hiring and if necessary, supervising the parking of cars so as to avoid any obstruction to access the highway or any area of the car park and that spaces reserved for disabled are used for that purpose.

**(d)** The premises must be left clean and tidy for the next Hirer. Please ensure that the tables and serving work surfaces are thoroughly wiped clean and the floors swept. A vacuum cleaner, brooms and mops are in the walk-in cupboard outside the Jubilee Room. Cleaning liquid and items are under the sink in the Serving. Tables should be returned to the table trolley and chairs stacked in 6's, maximum, against the wall and not in front of the radiators. Tables and chairs must not be used outside of the hall building.

**(e)** Any failure of any Hall equipment or any brought in for the purpose of the hiring is to be reported to the Hall Hire Secretary as soon as possible.

(f) The Hirer shall make good or pay for any damage to the premises, fixtures, fittings and contents. Any deposit taken will be retained as full or part payment for this purpose.

(g) Smoking and vaping are not allowed anywhere on our premises **including in front of the main hall entrance and Jubilee Room entrance.**

## **2: Public Safety Compliance:**

(i) The Hirer shall comply with the current Conditions and Regulations of the WSCC Fire and Safety Authority and the Arun District Council Licensing Authority. Refer to notice board in the Hall.

(ii) A Fire Risk Assessment Officer shall be appointed by the Hirer to:

- (a) Be responsible for any emergency and shall be aware of all the fire exits, the requirement to keep them clear of any obstruction at all times and know how to operate any escape doors.
- (b) Take action to evacuate the Hall in the event of fire and **immediately** call the Fire Brigade.
- (c) Know the location and use of the Hall fire equipment – a diagram of locations is displayed by the exit doors.

## **3: Servery Hygiene and Food:**

The Hirer, if arranging for the preparation of food, shall direct that the relevant health and hygiene regulations are observed. Refrigerators, complete with thermometers, should be used for any meat and dairy products – PLEASE DO NOT CHANGE THE SETTINGS. Catering Contractors and all hirers must take away all food waste, paper plates etc. If a contractor is not engaged, bin-bags shall be used for all waste, bottles etc. and be removed at the end of the hiring. The Hall industrial wheelie-bin must be used for such items.

## **4: Electrical appliances:**

It is the responsibility of the hirer to ensure that any electrical appliances brought for use in the hall should be PAT (Portable Appliance Test) tested.

## **5: Gas Appliances:**

Gas appliances must not be brought into the hall or Jubilee Room

## **6: First Aid, Accidents and Dangerous Occurrences:**

There is a First Aid box on the wall in the servery and one in the Jubilee Room lobby. The Hirer must report all accidents involving injury to the public as soon as possible and enter them in the Accident Book. The hirer must complete a form in the Accident book and inform the Hire Secretary.

## **7: Decorations:**

No decorations are to be put up near light fittings or ceiling fans. No decorations of a combustible nature (polystyrene, cotton wool etc.) shall be used. Posters, banners etc. shall be used only after consultation with the Hire Secretary. Please DO NOT use Blue Tack or similar as it damages the paint work. *Nothing which contains a powder and no smoke cannons may be used. If unsure, please check with hire secretary.*

## **8: Explosives and Flammable Substances:**

The Hirer must ensure that nothing of this nature is bought into the Hall. *This includes anything containing a powder and any smoke cannons. If unsure, please check with hire secretary.*

## **9: Noise:**

If music is played, the Hirer shall ensure that throughout the hiring it is at a level which will not cause any complaints from local residents. Evening hirers must ensure that there is NO amplified music or other noise after 23.00 hrs. Because of the close proximity of neighbouring houses, bookings for teenage (13-21) parties will NOT be taken.

## **10: Animals:**

No animals except for guide dogs may be brought into the Hall other than for hiring's agreed to by the Hall Management Committee.

## **11: Compliance with the Children's Act of 1989 & 2004:**

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

## **12: Sale of Goods:**

The Hirer shall, if selling goods on the premises, such as for Charity fund raising events, comply with Fair Trading Laws and Codes of Practice.

**13: Gaming, Betting and Lotteries:**

The Hirer shall ensure that nothing is done in or on the Hall premises in contravention of the law relating to Gaming, Betting and Lotteries.

**14: Fly Posting:**

Posters and notices, banners etc. of Events at the Hall can be put up outside the Hall, (but no banners to be placed inside); affixing notices to other locations, e.g., lamp posts, is an offence and can lead to prosecution by West Sussex County Council.

**15: Inflatables**

Should you hire from an inflatables company, it is your responsibility to ensure the provider has the relevant valid insurance and risk assessment in place. The height of an inflatable (i.e. Bouncy Castle) must not exceed 3 metres.

**16: Equipment and property left after hiring and/or stored equipment:**

Felpham Memorial Village Hall accepts no responsibility for any third party equipment or property stored at or brought onto or left at the premises, thus all liability for loss or damage is hereby excluded. Such items should be removed after each hiring. We hold the right to dispose of any items if not collected within 1 month of the hire.

**17: Cancellation of Hire:**

For one-off hires:

If the Hirer wishes to cancel a booking within the 21-28 day period of the booked date of the hiring the repayment of the fee shall be at the discretion of the Treasurer and/or the Hall Management Committee. This will depend on what type of event, how much time had been booked and the considered financial loss to the hall. The hire fee is non-returnable if cancellation is made 20 days before the event.

**18: Security Deposit**

A security deposit will be required for high-risk one-off events typically evening, adult celebrations where there will be a likely consumption of alcohol. A security deposit is held to cover; damage to the site, its contents and/or the fabric of the building; inadequate cleaning or failure to remove rubbish; failure to vacate the premises by the agreed exit time; excessive noise or antisocial behaviour; lost keys or leaving the building unlocked.

For regular hires:

Hirers are required to give 4 weeks' notice to cancel a regular session, where possible.

A. The Hall reserves the right to cancel a booking if:

- a. The Hall Management Committee reasonably considers that such Hiring will lead to a breach of licensing conditions.
- b. Unlawful or unsuitable activity will take place at the hiring.
- c. The premises become unfit for use by the hirer.
- d. An emergency requires use of the premises for shelter following flooding, fire or other disaster.

In any such case the Hirer shall be entitled to the return of any deposit/fee paid.

- e. There may be very rare occasions when Felpham Memorial Village Hall will need to cancel or re-arrange a regular booking. Whilst we would attempt to avoid this situation we would look to negotiate an alternative date. In this circumstance, we will contact the hirer at least **90** days prior to their booking and offer either a full refund (if advance payment has already been made) or an alternative date at the same price for the original booking. Should this happen, we will also offer a 50% discount for the next, single class booking as a gesture of apology and goodwill.

**19: Indemnity:**

- A.** The Hirer shall indemnify the Hall Management Committee and its employees, volunteers and invitees against:
- (i) any cost of necessary repairs to the Hall premises due to the Hiring
  - (ii) all claims, losses, damages and costs in respect of damages loss of property or injury arising as a result of the use of the Hall premises by the Hirer, nuisance to a third party resulting from the use of the premises by the Hirer.

- B.** The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation against the Hirer's liability under 19 (i) and (ii) above.

Felpham Memorial Village Hall is insured against any claims arising from its own negligence.

**PLEASE NOTE:** That while the Trustees and Management Committee of the hall have a responsibility for Health and Safety, all hirers have a legal responsibility for the Health and Safety of all persons attending their event.

**20: End of Hiring:**

The Hirer shall leave the Hall ready for the next Hirer as specified in Conditions of Hire 1(d) and (e). Please ensure that the microwave in the Servery, if used, is fully turned off. Turn off ceiling fans, if used, close all windows and ensure finally that all the lights are off and ensure that all persons using the Hall leave quietly without causing disturbance to local residents.

**21: Variation in Hire Charges:**

It is the policy of The Management Committee to review Hire Charges annually in September, any revisions applicable from 1<sup>st</sup> January of the following year will be detailed at the Felpham Memorial Village Hall Annual General Meeting (AGM) and communicated to all regular hirers. We also reserve the right to revise/increase the charges in the event of significant increases in gas and electricity that impact on the hall running costs.