



RUSHDEN
HERTFORDSHIRE

RUSHDEN VILLAGE HALL COMMITTEE TRUSTEES HIRING AGREEMENT

Hiring Agreement for the use of the property Rushden Village Hall or part of the property on a temporary basis:

Dated: day of 2024

1. HIRER:
(NAME/ORGANISATION)

Organisation address:
Telephone number:
Hire/contact Email:
Address:
Telephone number:

2. RUSHDEN VILLAGE HALL PREMISES
MANAGER:

Address:
Telephone number:
Email:

3. THE PROPERTY:

The Village Hall, Kitchen and facilities
The maximum number of persons permitted in the Room/
space: 50 seated, 70 standing which shall include access to
the following areas : Main hall and toilets.

The kitchen is only suitable for up to 4 people to heat and
serve food / drinks at any one time.
Equipment available for use: All facilities; hob, ovens, water
heater, boiler, fridge and freezer.

4. HIRING PERIOD:

Starting at am/pm on Date

Until am/pm on Date

or

Every starting at am/pm

Until DURATION
Date No. of weeks

(excluding Bank Holidays)

5. HIRING FEE:

£20 PER HR FOR ONE OFF BOOKINGS – with a 3 hour minimum
booking
£15 PER HR FOR RESIDENTS – no minimum booking
£12 PER HR FOR REGULAR BOOKINGS – with no drop in price
after the 1st hour.

DEPOSIT PAYABLE IN ADVANCE UPON BOOKING: £50.00
TOTAL FEE TO BE PAID 24 HRS BEFORE

To include charges for the following matters:
Rushden Village Hall Committee Trustees ('RVTCT') hires the
Room/space at the Property to the Hirer for the Hiring Fee
subject to and on the Terms and Conditions of Hire below.

SIGNED:

for and on behalf of Rushden Village Hall Committee Trustees:

SIGNED:

for and on behalf of the Hirer.

TERMS AND CONDITIONS OF HIRE

1. HIRER'S OBLIGATIONS

- 1.1 The Hirer warrants that it is appropriately qualified and competent to hire the Room/space for the Permitted Use specified within this agreement, including for children, young people and vulnerable adults where DBS and safeguarding training is in order to undertake the activities of the hiring group.
- 1.2 The Hirer shall mitigate the risks to hirers and participants within the hiring group's activities to ensure the safety of all participants and other users of the building or other areas at the Property used by the Hirer and to ensure they are able to fulfil the requirements of this agreement.
- 1.3 The Hirer shall read and comply fully with the Health & Safety and Safeguarding requirements (including Fire Safety and Evacuation Procedures) as set out by Rushden Village Hall Committee in the documentation provided. Failure to do so and to comply with those requirements shall entitle RVHC to immediately terminate this agreement.
- 1.4 The Hirer shall ensure that any activities for children under eight years of age shall comply with the provisions of the Children's Act 1989 and that only fit and proper persons have access to the children.

2. USE OF THE ROOM/SPACE

- 2.1 The Hirer shall vacate the Room/space and Property at the end of the Hire Period and shall be responsible for leaving the building properly locked and secure and in a clean and tidy state after any period of occupation including returning any equipment used to its original place and removing any items brought onto the Room/space or Property including posters and other literature. All rubbish as a result of the use of the Room/space or any part of the Property must be removed or placed within the bins provided. The Room/space and Property must be kept in a safe, clean and tidy state at all times
- 2.2 The Hirer shall ensure that there is no disturbance or nuisance caused to other users of the Property or site of which the Room/space forms part or to any neighbouring or adjoining properties.
- 2.3 Unless otherwise agreed above no equipment can be stored at the Property and all equipment must be removed at the end of the Hire Period.
- 2.4 All Posters and other literature must only be placed in areas agreed and removed at the end of the Hire Period.
- 2.5 Save as permitted in 2.4 above no boards signs flags or other emblems or advertisements are to be displayed
- 2.6 The Hirer shall not in the use of the Room/space Property or any part infringe any copyright or allow copyright to be infringed
- 2.7 The Hirer shall not allow smoking or naked flames in the Room/space or Property or within the site of which the Property forms part and shall not bring onto the site any flammable or explosive substances (including heaters fuelled by Liquefied Propane Gas (LPG)).
- 2.8 No repairs, alterations or redecorations are to be carried out by the Hirer under any circumstance.
- 2.9 The Hirer shall not use the Room/space or Property for any use other than the Permitted Use and not for any unlawful purpose or in any way do anything that may be inimical or detrimental to RVHC.
- 2.10 The Hirer shall not do anything that may render invalid any insurance policies arranged by or on behalf of RVHC.
- 2.11 The Hirer shall not allow the consumption of illegal drugs in the Room/space or Property or any part of the site of which the Property forms part.

- 2.12 The Hirer shall ensure that nothing is done in the Room /space or Property or site on which the Property forms part in contravention of the law relating to gaming betting and lotteries
- 2.13 The Hirer shall not block or obstruct any and all means of escape of exit from the Room/space or Property in the event of fire.
- 2.14 The Hirer shall observe all relevant food health and hygiene legislation and regulations
- 2.15 The Hirer shall ensure that any electrical appliances brought by him to the Room/space or Property or any part thereof and used there shall be safe and in good working order, and used in a safe manner.
- 2.16 The Hirer shall ensure that no animals are to enter the kitchen at any time
- 2.17 The Hirer shall ensure that the minimum of noise is made on arrival and departure
- 2.18 The Hirer is not permitted to grant broadcasting or filming rights
- 2.19 The Hirer shall turn off lighting and electrical equipment (if use is permitted) on departure. RVHC reserve the right to retain the deposit to cover any additional costs incurred.
- 2.20 The Hirer will be responsible for call-out charges if a manager/caretaker or security company are called out during the hire period
- 2.21 The Hirer shall be permitted parking in the car park if spaces are available. RVHC does not accept responsibility for any cars parked.

3. PHYSICAL CONDITION

- 3.1 The Hirer shall ensure that the Room/space Property or site are not damaged or defaced during the Hire Period and must immediately report any damage or premises related issues to RVHC Manager
- 3.2 If any of the facilities or the building or property at the site is damaged through occupation by the Hirer then the Hirer shall indemnify Rushden Village Hall against the costs and expenses of performing the repair.
- 3.3 The Hirer accepts that in entering into this agreement no warranty is given to the Hirer as to the suitability of the Room/space or Property for the Permitted Use and the Hirer confirms that it has satisfied itself in this regard.
- 3.4 In the event that the Room/space Property or site on which the Property forms part are rendered unfit for the use for which it has been hired, Rushden Village Hall shall not be liable to the Hirer for any resulting loss or damage whatsoever
- 3.5 The Hirer shall be responsible for leaving the Room/space and that part of the Property and site to which they have been granted access in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced.

See also Appendix 1 Fire Safety Checklist for Hirers

4. PERSONAL AGREEMENT

- 4.1 This Agreement is personal to the Hirer and the Hirer shall not be entitled to sub hire or pass the benefit of this agreement to any third party.

5. NO EXCLUSIVE USE

- 5.1 Nothing in this Agreement shall give rise to or create a relationship of Landlord and Tenant between the parties.
- 5.2 Nothing in this Agreement shall confer an exclusive use of the Room/space or Property or any part of the site of which the Property forms part on the Hirer and RVHC or its representatives reserve to itself the right to use and the Room/space Property or any part thereof whenever it deems necessary.

6. CONTACT

- 6.1 The Hirer must inform RVHC's Premises Manager should the designated contact's details change from those stated in this Agreement.
- 6.2 The Hirer must report all accidents involving injury to the public to RVHC Premises Manager as soon as possible. Any failure of equipment either that belongs to RVHC or brought in by the Hirer must also be reported as soon as possible.

7. EXCLUSION OF LIABILITY

- 7.1 Nothing in this Agreement shall impose any liability upon RVHC beyond the liabilities created by the Terms and Conditions of this Agreement.
- 7.2 RVHC shall not be responsible for any injury death or accident during the Hire Period to the Hirer or any person attending pursuant to the Permitted Use.
- 7.3 RVHC will not under any circumstance accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left in the Room/space or Property or site either by the Hirer for his/her own purposes or by any other person left or deposited with any officer of RVHC
- 7.4 The Hirer acknowledges that in entering into this Agreement it is not relying on, and shall have no remedy in respect of, any statement or representation made by or on behalf of RVHC.

8. TERMINATION

- 8.1 This Agreement and any Hire Period may be terminated immediately by RVHC should the Hirer be in breach of any of the terms and conditions of this Agreement.
- 8.2 The Hirer acknowledges the right of RVHC to refuse any booking or hiring in its absolute discretion.
- 8.3 The Hirer acknowledges that RVHC has an absolute right to cancel this Agreement at any time either before on giving notice to the Hirer or during the Hire Period itself. In the event of there being no breach of clause 9.1 any advance payment will be returned to the Hirer.
- 8.4 If the Hirer wishes to cancel the booking before the date of the event the question of repayment of the Hiring Fee shall be at the discretion of RVHC.

9. INDEMNITY

- 9.1 The Hirer shall indemnify RVHC against all losses damages claims liabilities expenses and costs in relation to or arising from the Hirer's use of the Room/space Property or any part thereof
- 9.2 The Hirer agrees to indemnify RVHC against all rates taxes assessments and liabilities as may be imposed in relation to the Hirer's use of the Room/space or Property and if any taxes rates charges or assessments are higher than they would otherwise have been but for the Hirer's use of the Room/space or Property then the Hirer shall pay those additional sums.

APPENDICES

1. FIRE SAFETY CHECKLIST FOR HIRERS

Please ensure that

- 1) All exit doors are unlocked and the push bar mechanism is checked and in good working order
- 2) Any door not opening in the direction of travel is locked in position
- 3) Escape routes are free from obstruction and available for use
- 4) Any fire doors are closed and not wedged open
- 5) Firefighting equipment is in place and unobstructed
- 6) There is no combustible storage in any area open to the public
- 8) Exit signs are illuminated
- 9) There is no obvious fire hazard in or near the building

End of the Function

Please ensure that:

- 1) All heaters, including the hot water heater and cookers are turned off
- 2) All electrical appliances are turned off and unplugged
- 3) That the Barbecue and any cigarettes are not burning
- 4) All lights are turned off
- 5) All internal doors and the windows are closed
- 6) All external doors are secured.