

**Aston on Clun Village Hall (Registered Charity Number 702020)
Hire Agreement**

This is a binding agreement between the Hirer and the Trustees of the Aston on Clun Village Hall (“the Hall”). The Trustees of the Hall agree to hire the Hall to the Hirer, subject to (i) acceptance of the Conditions of Hire, which are set out in the attached document, (ii) receipt of the fees and deposits referred to below, and (iii) in reliance upon the indemnities and undertakings set out below.

The Hirer confirms to the Trustees the following information relevant to the hire of the Hall (“the Event”).

Name of person hiring the Hall (“the Hirer”):	
Address of the Hirer:	
Phone Number:	
E Mail Address:	
Date(s) of Event:	
Times of Event (including preparation time):	
What parts of the Hall will be used?	Main Room/Upstairs Meeting Room/Kitchen/Car Parking <i>(delete any that are not required)</i>
State time (and date if next day) when cleaning and tidying will be complete and a hand back inspection can take place:	
Full description of the Event:	
Will this Event be limited to those invited or will it be open to the public?	Private/Public <i>(delete as appropriate)</i>
How many persons are expected to attend?	
What equipment belonging to the Hall will be used?	Cooker/Fridge/Water Heater/Organ/Piano/Karaoke Machine/Crockery/Glasses/CutlerySkittle Alley/Staging <i>(delete any that do not apply)</i>
Will alcohol be served?	Yes/No <i>(delete as appropriate)</i>
If the answer to the preceding question is “Yes” will the alcohol be sold?	Yes/No <i>(delete as appropriate)</i> If “Yes” please pay particular attention to condition number 8 of the Conditions of Hire
Will the Hirer be present throughout the period of hire?	Yes/No <i>(delete as appropriate)</i>
If the answer to the preceding question is “No”, or if the Hirer is an organisation, please provide the names, addresses and telephone contact details of the person(s) who will be responsible for supervision of the Event during the Hirers absence and/or for the cleaning of the Hall after the Event:	

Fee and Deposit

For the hire of the Hall, to hold the Event described above, the Trustees require:

Hiring Fee	£
Deposit	£

Payment of the fee will be required at the same time as signature of this agreement. If payment is made by cheque the booking is not valid if the cheque is returned unpaid by the Bank upon which it is drawn. The deposit is payable at least 28 days prior to the date of the Event. If this agreement is signed less than 7 days prior to the Event both the fee and the deposit will be required to be paid in cash.

Return of Deposit

The Trustees will return the deposit to the Hirer within the 28 days following the date of the Event. If the Trustees, in their discretion, believe that the hire of the Hall by the Hirer has resulted in damage to the Hall (including any of its decorations or fixtures or fittings, or any external fabric including the car park) or that any additional cleaning, or disposal of waste or equipment, is required to restore the Hall to its condition prior to the Hirer's Event taking place, then the Trustees will deduct from the deposit an amount which they believe is needed to pay for such damage or cleaning or disposal. The Trustees may also deduct from the deposit any penalty which they believe is appropriate to compensate for any breach of the Conditions of Hire.

Cancellation

If the Hirer cancels the booking prior to the Event taking place then the Trustees will refund any deposit in full and a percentage of the hire fee as set out in the table below:

Less than 8 days prior to the date of the booking	0%
Less than 31 days but more than 7 days prior to the booking	50 %
Less than 91 days but more than 30 days prior to the booking	75 %
More than 91 days prior to the booking	100%
(but note condition number 8 of the Conditions of Hire)	

The Trustees have the right to cancel the booking at any time, and without payment of compensation, if the Hall is unavailable for reasons beyond their control, such as prior damage, use of the Hall as a Polling Station or a funeral of a parish resident. In such circumstances they will refund the hire fee and the deposit in full and will make reasonable efforts to accommodate a new booking on an alternative date.

Damage and Loss

The Hirer indemnifies the Trustees for any damage to any part of the Hall including all of its contents and decoration (and, where appropriate, the Village Green) and agrees to immediately pay for any such damage where the Trustees state that the cost exceeds the amount of the deposit paid by the Hirer (being the amount which is left over once additional cleaning costs and compensation for breach of hire conditions are deducted).

The Hirer indemnifies the Trustees against any expenditure which results from the Hirer's Event or other use of the Hall including, but not limited to, fines, costs or damages imposed by any court, out of court settlements, and the Trustees' costs in defending any legal action.

Binding Agreement

The Hirer confirms that they are at least 18 years of age and undertakes to be bound by the terms of this Hire Agreement and the Conditions of Hire set out in the attached document, and also agrees to read the Users Guide, to observe the safety rules and information that it contains, and to make those attending the Event aware of the Hall's safety rules and information.

For and on behalf of:

The Trustees of the Aston on Clun Village Hall

..... Date.....

The Hirer

..... Date.....

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Conditions of Hire

1. The words “Hirer”, “Hall”, and “Event” have the same meaning in this document as they do in the Hire Agreement.
2. It is the responsibility of the Hirers to ensure that they read the Hall’s Users’ Guide which contains important information concerning usage and fire exits. The Hirer is responsible for ensuring that any person who takes responsibility for supervising the Event also reads the Users’ Guide.
3. The Hirer must be in attendance throughout the Event and the subsequent clean up unless they have specified other persons in the Hire Agreement, in which cases the person(s) they nominate must be present instead. The Hirer (or the person(s) nominated in the Hire Agreement) must supervise the Event to ensure that these Conditions of Hire are being observed by those who are attending the Event and that no alcohol is being served to persons under 18 years of age.
4. Any damage to the Hall or its equipment must be reported to the Booking Secretary (or the Trustee he or she nominates) at the hand back inspection.
5. The Hirer is not allowed to sublet the Hall during the period of hire. The Event being held must comply with the information about the Event given in the Hire Agreement. If this needs to be amended the consent of the Booking Secretary (or the Trustee he or she nominates) is required and they may request an increased fee or deposit depending upon the nature of the change.
6. It is the responsibility of the Hirer to ensure that they, and those attending, comply with all applicable laws and regulations and all conditions of permits or licences which apply to any part of the Event which they are holding. The Hirer must ensure that they have available to them any permits or licences which the activities at their Event may require. The list of the licences held by the Hall is set out in the Users’ Guide with a note of their general application, but it is not the responsibility of the Trustees or the Booking Secretary to check to see if those licences fully cover the Hirer’s Event.
7. No activity which corresponds to gaming, betting or lotteries is permitted. This is not intended to exclude raffles but it is the responsibility of the Hirer to ensure that what they propose is compliant with the laws and regulations on gambling.
8. The Hall does not have a licence for the sale of alcohol and if this is proposed the Hirer will need to obtain a Temporary Event Notice (“the TEN”) from Shropshire Council. As the number of TENs that can be issued each year for the Hall is limited the Booking Secretary (or the Trustee he or she nominates) must give approval before a TEN is applied for. A copy of the approval notice issued by Shropshire Council must be given to the Booking Secretary (or the Trustee he or she nominates) prior to the Event taking place. If the copy is not provided at least 5 days before the Event is due to take place the Trustees may treat this as a cancellation by the Hirer. If the Event is cancelled after the TEN has been approved by the Council then the cancellation fee will be increased from the amount stated in the Hire Agreement to 100% of the hiring fee. The person who applies for any TEN and whose name appears on the approval notice must be present throughout the Event and must ensure that all regulations associated with sale of alcohol are complied with – in particular the person in control of the bar must seek proof of age from anyone who would appear to be no more than 25 years of age.
9. The capacity of the Hall is: Close seating 150 persons, Dancing 130 persons, at tables 90 persons. The capacity of the upstairs meeting room is 25 persons. These capacity limits must not be exceeded.
10. In order to keep hiring costs down the Trustees do not arrange for cleaning of the Hall or removal of rubbish once an Event is completed. It is the responsibility of the Hirer to ensure that the Hall

is left in the same clean condition as it was at the start of the Event and that any rubbish or waste is taken away and not left on the Hall premises. Only very small amounts of paper waste may be disposed of in the bins outside the Hall. All tables, chairs and equipment belonging to the Hall must be cleaned and neatly replaced in their storage locations. Before leaving the Hall all internal doors must be closed, all windows must be locked, the lights and heating turned off and all the external doors must be locked. Any equipment or decorations brought into the Hall for the Event must be removed at the end of the hire period.

11. No copies can be made of the keys to the Hall and the keys must be returned to the Booking Secretary (or the Trustee he or she nominates) at the hand back inspection. If the keys are not returned the Trustees may need to change the locks and charge the Hirer for the cost involved.
12. The Hirer is required to complete the Accident Book for any accident which occurs on the premises during the Event or the subsequent cleaning and the Booking Secretary (or the Trustee he or she nominates) needs to be notified of this.
13. The Trustees reserve the right to refuse to book or to cancel any event where they believe there is a risk of unreasonable disturbance or damage to the Hall.
14. The Hall is situated in a residential area. The Hirer (or the person(s) nominated in the Hire Agreement) must supervise the conduct of people attending the Event to ensure that:
 - a. the noise from the Event does not disturb neighbouring houses and good order is maintained;
 - b. there is no use of abusive language;
 - c. there is no violent or criminal behaviour or excessive consumption of alcohol;
 - d. unless all of the Hall is hired there is respect for the rights of others who may have hired other sections;
 - e. any cars which are parked on the road outside do not block the road or cause a nuisance to the houses on the road;
 - f. cars which are parked in the car park do not block or impede the entrance (particularly for emergency vehicles or disabled persons) and are parked with consideration for other users;
 - g. no alcohol is sold or served after 12.00pm
 - h. the Hall must be closed and locked up by 1.00am
 - i. any persons under the age of 21 are properly supervised;
 - j. smoking outside the Hall takes place away from the houses which are on the same side of the road as the Hall
 - k. any reasonable complaint from a neighbouring resident is promptly attended to
15. Any electrical equipment brought into the Hall must be compliant with safety regulations. No heating equipment other than that supplied by the Hall may be used.
16. The Green lying outside of the paved area around the Hall is the property of the Parish Council. Any use of the Green for the Event requires permission from the Parish Council. Parking on the green is forbidden without the express consent of the Parish Council. To the extent that the Council does give its permission for vehicles to be parked on the Green, or on the field to the rear of the Green, this is at their owners risk and hirers should notify those affected accordingly.
17. No animals may be brought into the Hall except for guide dogs.
18. No explosives, fireworks, or chemicals other than normal cleaning materials may be brought into the Hall.
19. No smoking is permitted inside the Hall.
20. The Trustees welcome comments about the Hall which can be used to improve the use of the Hall by others. In the first instance please provide these comments to the Booking Secretary.