

Invoice no:

Barkway Village Hall Hiring Agreement/Invoice

Hirers should note that on signing this agreement they enter into a contract that could be used in evidence should legal action become necessary.

The contract includes this Hiring Agreement the attached Standard Conditions of Hire (plus any Special Conditions that might be attached to any particular hire agreement) and Safeguarding Policy. Whilst all provisions of the Conditions of Hire have equal value and status, the Hirer's attention is directed particularly to:

- The limits on the numbers of people allowed on the premises
- Special arrangements regarding the sale of alcohol under the terms of the Hall's premises licence, and
- The requirements regarding public safety, including a complete ban on naked flames (candles, etc).

DATED

PARTIES

- (1) The Village Hall named in clause 1.2 acting by its management committee ("Village Hall").
- (2) The person or organisation named in clause 1.3 ("Hirer").

AGREED as follows:

1. In consideration of the hire fee described in clause 1.4, the Village Hall agrees to permit the Hirer to use the premises described in clause 1.5 for the purpose described in clause 1.6 for the period(s) described in clause 1.1. The details inserted in sub-clauses 1.1 to 1.6 below and the answers to the questions in sub-clauses 1.7 and clause 2 are terms of this agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

1.1 Date(s)/times required (timings to include preparation and clear-up time):

Date From To

1.2 Village Hall:

(a)	Registered Charity No	272922
(b)	Authorised Representative	Fiona Tomkins
	Address	25 High Street Barkway Herts SG8 8EA
	Telephone Number and email	01763 848347 davidandfi@btinternet.com

1.3 Hirer:

(a)	Name	<input type="text"/>
(b)	Organisation (if applicable)	<input type="text"/>
(c)	Name of Organisation's Authorised Representative	<input type="text"/>

	Address	
	Telephone Numbers & email	Phone(s): email:

In addition to the Hire Fee the Hirer shall pay as deposit the sum of £150. This deposit will be refunded within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the Village Hall about noise or other disturbance during the period of the hiring as a result of the hiring. The Hire Fee and Deposit are to be paid at the time of signing this Agreement.

For payment by BACS : Sort Code - 207326 Account number-10149373

1.4	Hire Fee			
	Deposit	£150		
1.5	Premises: Whole of Hall (Y/N)?	<input type="checkbox"/>	If part of Hall, Please specify	<input type="text"/>
1.6	Purpose/description of hiring:	<input type="text"/>		

Will tickets be sold for your event? Yes/No

Sale of alcohol

2. Alcohol may only be sold in the Hall with the written permission of the management committee. Sale of alcohol is explicitly forbidden in the absence of such permission.

Do you wish to apply to the management committee for permission to sell alcohol at your event?

Yes/No

General

3. The Hirer agrees with the Village Hall to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.
4. It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence (2.1) or that the Village Hall management committee deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Village Hall and the Hirer.
5. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

As Witness the hands of the parties hereto:

Signed by the person named at 1.2(b) above, duly authorised, on behalf of the Village Hall's Management Committee

Signed by the person named at 1.3(a) above or at 1.3(c) above, duly authorised, on behalf of the organisation named at 1.3(b) above, where applicable

Standard conditions of hire

These standard conditions must be made available to all hirers either in hard or electronic copy or should be made available for all on the Village Hall notice board. If the Hirer is in any doubt as to the meaning of any of the conditions, the Hall Secretary or Booking Clerk should immediately be consulted.

1. Age

The Hirer, not being a person under 21 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

2. Supervision

The Hirer shall, 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. As directed by the representative of the Village Hall Management Committee, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

3. Use of premises

The Hirer shall not use the premises (including the car park) 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 or unsuitable 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 alcohol thereon without written permission.

In accordance with the Premises Licence, the number of persons on the premises at any one time, not including staff, shall not exceed 126.

3. Regulated entertainment

The Village Hall has a Premises Licence authorising all forms of regulated entertainment under the Licensing Act 2003 with the exception of boxing and wrestling entertainment and the provision of hot food and drink after 11pm. These activities are set out in the Standard Terms and Conditions.:

The performance of plays
The exhibition of films
Indoor sporting events
The performance of live music
The playing of recorded music
The performance of dance
Entertainments similar to those above
Making music
Dancing
Entertainments similar to making music
and dancing

The above licensable activities are permitted at the following times:

Monday to Friday	Saturday and Sunday
12.00-midnight	10.00-midnight

On New Year's Eve the permitted hours are extended to 01.00 hrs the following morning.

Where a licensable activity will take place, the hirer hereby agrees to comply with all relevant conditions and obligations set out in the Premises Licence and/or operating Schedule for the premises.

4. Activities not covered by the Premises Licence

In order to conduct a licensable activity on the premises or on part of the premises not covered by the Hall's Premises Licence, a Temporary Event Notice (TEN) will need to be given to the licensing authority.

The Hirer shall obtain the written consent of the management committee before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the hall management committee and local voluntary organisations.

5. Music licensing

The Hall has a licence with the Performing Rights Society which covers performance of copyright music and recorded music. This licence covers the Hall itself and its not-for-profit users for use of recorded music controlled by Phonographic Performance Limited (PPL). Any profit-making users will need to apply for a separate PPL licence. Please visit ppluk.com for more information. It is the Hirer's responsibility to ensure that they have the correct licence.

6. Insurance and indemnity

(a) The Hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
- (ii) all claims, losses, damages and costs made against or incurred by the village hall management committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
- (iii) all claims, losses, damages and costs made against or incurred by the village hall management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and

subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Village Hall Management Committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and, in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Village Hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Village Hall Management Committee and the Village Hall's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Village Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover

to the village hall secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another Hirer.

The Village Hall is insured against any claims arising out of its **own** negligence.

7. Gaming, betting and lotteries

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.

8. Music Copyright licensing

The hirer shall ensure that the Village Hall holds relevant licences under Performing Rights Society (PRS) or, where appropriate, the hirer holds a licence.

9. Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that the appropriate copyright licences for film are in place.

10. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Village Hall management committee with a copy of their CRB check and Child Protection Policy on request.

11. Public safety compliance

No naked flames whatsoever, whether associated with candles, tealights or any other source, are permitted inside the Hall.

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the hall's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the management committee.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- 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.
- Location of the first aid box.

(b) In advance of any activity, whether regulated entertainment or not, 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 for instant free public exit.
- That fire doors are not wedged open.
- That there are no obvious fire hazards on the premises.

(c) The Hall's emergency exit signs are operated by an automatic mains failure switching device, and will illuminate automatically in the event of a loss of power.

12. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, comply with any other licensing condition for the premises.

13. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

14. Alcohol

No alcohol may be bought or sold on any part of the premises without the express consent in writing of the Management. The Management reserves the right to refuse such consent.

The Hall's premises licence permits the sale of alcohol during the following hours:

Monday to Friday	Saturday and Sunday
12.00-midnight	12.00-midnight

On New Year's Eve the permitted hours are extended to 01.00 hrs the following morning.

The Hirer is responsible for ensuring that the requirements of the Licensing Act 2003 are complied with, in particular:

- the prevention of crime and disorder
- public safety
- the prevention of public nuisance
- the protection of children from harm

Hirers are reminded that it is an offence, among other things, to

- (i) supply alcohol to someone under the age of 18
- (ii) supply alcohol to someone who is drunk
- (iii) allow disorderly conduct on the premises

15. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator.

16. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in

accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

17. **Stored equipment**

The village hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Village Hall may use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Village Hall Management Committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

18. **Smoking**

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

19. **Accidents and dangerous occurrences**

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as possible**. The Hirer must report all accidents involving injury to the public to a member of the village hall management committee **as soon as possible** and complete the relevant section in the village hall's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Village Hall Secretary will give assistance in completing this form and can provide contact details. If using ladders please ensure that two people are present.

20. **Explosives and flammable substances**

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

21. **Heating**

The Hirer shall ensure that 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.

22. **Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the management committee. No animals whatsoever are to enter the kitchen at any time.

23. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the village hall's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

24. 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. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

25. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Village Hall. The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- (b) the Village Hall management committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- (c) the premises becoming unfit for the use intended by the Hirer.
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

26. End of hire

The Hirer shall be responsible for removing all rubbish, and leaving the premises and surrounding area 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 village hall shall be at liberty to make an additional charge.

27. No alterations

No alterations or additions may be made to the premises, nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Village Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Village Hall any damage caused to the premises by such removal.

28. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

Barkway Village Hall Safeguarding Policy

Safeguarding is the action that is taken to promote the welfare of children and vulnerable adults and protect them from harm. We start with a presumption of trust and confidence in all those who work with children and vulnerable adults, and the good sense and judgment of everyone involved with Barkway Village Hall.

Introduction

This Policy is approved by the Trustees of Barkway Village Hall, who are committed to the safeguarding of children and vulnerable adults, and to ensuring their well-being. We believe that everyone has a responsibility to help prevent the physical, sexual and emotional abuse or neglect of children. We will report to the appropriate authorities any abuse of children that we discover or reasonably suspect. Through this Policy, we aim to adopt the highest possible standards and take all reasonable steps in relation to the safety and welfare of the children who come to the Village Hall and to the activities that take place within it. It is impossible to ensure that no child will ever come to harm at the Village Hall. However, implementing this Policy and following these guidelines will allow confidence that all reasonable precautions have been taken to prevent harm. All references within this Policy to safeguarding children should be taken to include safeguarding vulnerable adults. The term "children" refers to those under the age of 18 years.

Aim and application of this Policy

The aim of this Policy is to provide guidelines and procedures for promoting safeguarding, preventing abuse, and protecting children. This includes procedures for taking appropriate action when safeguarding concerns are raised involving children who attend our activities and events. This Policy applies to everyone involved with the Village Hall. This includes Trustees and volunteers, together with individuals, User Groups and other organisations who hire the Hall. Everyone has a duty to do everything reasonable in their power to ensure the safety and welfare of children while they are at the Village Hall and to act in accordance with this Policy.

Responsibilities

- It must always be clear which adult has primary responsibility for children at Village Hall activities or events when they are not accompanied by their parents.

Taking account of factors such as the nature of the activity or event and particularly the age and maturity of the children involved:

- An appropriate adult/child ratio must be agreed for any events or activities primarily involving children
- During events and activities, child must not be left in any part of the premises (indoors or outdoors, including the playground area) without proper supervision from an appropriate and responsible adult
- Parents should satisfy themselves with the arrangements for their children travelling to and from Village Hall events or activities.

Disclosure and Barring

- User Groups and other organisations (including the Trustees) using the Hall for any activities involving children are themselves responsible for deciding whether any form of DBS (Disclosure and Barring Service) check is necessary. This decision should be taken in line with current Government advice. The Trustees will require evidence that a Safeguarding Policy is in place and that appropriate DBS checks have been carried out before hiring the Village Hall to any organisation, User Group or individual for activities primarily involving children, including Trustee managed events.

However, evidence will not be required:

- When the hiring organisation might reasonably be expected to have fulfilled DBS requirements (such as schools and national associations like scouting)
- For personal, non-commercial events like birthday parties where the parents of children are present (for such events, hirers should themselves be satisfied with safeguarding arrangements for anyone supplying, for example, entertainment or transport)
- For unpaid arrangements like looking after a friend's child (such as a mother and baby group)

- Where the activity is not being provided primarily for children, or where it is reasonable to assume that any children will be accompanied by a responsible adult.

Use of information relating to children

Information about children, like names and addresses, obtained during activities at the Village Hall will be treated confidentially. It will be kept securely by the activity leader, stored only if necessary and disposed of in a way that maintains confidentiality. Children's names should not be used in photograph captions for publications, websites and social networking sites without the consent of the child (and/or the child's parents, depending on age). Event or activity leaders will take all reasonable steps to ensure that no inappropriate photographs or video recordings are taken at the Village Hall.

Duty of care and confidentiality

The Trustees have a duty of care to everyone who uses the Village Hall, whether adults or children. They will always maintain confidentiality, except in circumstances where to do so would place someone at risk of harm.

Preventing abuse

Activities involving children will be organised to promote a safe environment and healthy relationships, whilst minimising opportunities for harm, misunderstanding or false accusation.

Everyone associated with Barkway Village Hall will:

- Take all reasonable steps to ensure the health, safety and welfare of any child at the Hall
- Prevent anyone from putting any child in a situation in which there is a significant risk to their health and safety
- Take appropriate action if they become aware of anyone physically, emotionally, or sexually abusing a child.
- Respect the wishes of a child as they would an adult
- Respect a child's privacy
- Remember that children regard adults as role models and ensure behaviour, language and gestures are appropriate
- Be aware of Child Protection issues, not become complacent and believe 'it could never happen to me'

Guidelines for working with children

Allegations of abuse made by children about adults do occasionally happen. Some prove mistaken or, very rarely, malicious. These Guidelines aim to help avoid situations in which well-intentioned actions could be misinterpreted. Everyone associated with Barkway Village Hall will **not**:

- Use language or behaviour with sexual connotations (such as flirting or innuendo)
- Use physical contact which could be misconstrued; any physical contact should be in public, appropriate to the situation and to the age, gender, and culture of the child and in response to the needs of the child, not the adult
- Spend time alone with a child out of sight of other people
- Discriminate or leave discrimination or bullying unchallenged
- Ridicule a child (even in "fun")
- Have any electronic communication with a child except with parental consent

Safety in numbers

So far as is reasonably practicable, the aim should always be to ensure that no adult is put in a one-to-one situation with a child without the consent of the child's parents. Safety in numbers should be the golden rule, whether the numbers are other children or adults. If for any reason a one-to-one situation is unavoidable additional safeguards, such as leaving doors open, should be put in place.

Allegations of abuse

Open discussion of child protection should be encouraged since this helps to make people more comfortable with the issues involved. It should not be kept "under wraps" for fear of upsetting or embarrassing people. It is to be hoped that nobody will ever have to deal with an alleged incident of child abuse. But it is sensible to be prepared to do so if necessary.

There are four potential scenarios:

- There is reasonable suspicion or evidence that a child is being abused by a person associated with the Village Hall
- A child accuses a person associated with the Village Hall of abusing them
- Abuse takes place or is suspected at a Village Hall event or in the Village Hall grounds by an individual unrelated to the Village Hall
- A child discloses abuse happening elsewhere e.g. at home

In all cases:

- Be prompt, calm, assured and professional
- Seek medical help where necessary

- Do not ask leading questions; record what is said using the child's own words
- Keep details strictly confidential and share only on a "need to know" basis
- Do not confront the accused person
- Where an allegation suggests that a criminal offence may have been committed, report the issues as soon as possible to the local Police and to a Trustee
- Do not promise to keep something secret if a child is being harmed or is at risk of harm

Nominated Child Protection Officer

The nominated Child Protection Officer for Barkway Village Hall, who will oversee this policy and be the first point of contact for any concerns from either a child or an adult, is the Chair of the Trustees. Contact details will be maintained on the Village Hall notice board.

Barkway Village Hall Committee
February 2022