

ACRE Model Document Hiring Agreement



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Section 1: Introduction

Whenever a village hall management committee hires out any part of its premises, a written agreement should be in place so that both the management committee and the hirer know their rights and responsibilities. The use of a hire agreement, such as the ACRE Model Hiring Agreement (the Model), establishes a clear contract between two parties and can be used as evidence should legal action become necessary.

The Model is suitable for both single and block bookings. It is an Agreement between the hall management committee and person or organisation hiring the premises. It contains details of the specific hiring, together with Standard Conditions of Hire. An authorised representative of the management committee and the individual or representative of the hiring organisation will need to sign it. Premises licence conditions, an operating schedule and fire risk assessment as well as a copy of the hall's health and safety policy, should be attached where appropriate. Regular hirers such as a bridge or dance club may like to book for a number of months or for the whole year thus negating the need to complete weekly.

Important points to note

This document provides a model agreement with comprehensive guidance notes alongside each clause and sections that consider hire charges, hiring policy and insurance. The Appendices provide forms for your committee to use.

In considering the use of this Model, a management committee should bear in mind the following points:

- (a) While the Model is intended to be adapted to suit individual halls, it is inadvisable to alter the suggested wording of the Standard Conditions of Hire, which have been prepared with legal advice. In some cases additional conditions may be needed to ensure compliance with operating procedures or particular rules pertinent to the hall.
- (b) The Agreement **must** reflect any condition in the village hall's governing document or rules for the use of the hall.
- (c) The hirer should retain a copy of their Agreement, thus a photocopy of the signed document should be given to them.

An Occupational Licence should be used, not a hiring agreement, where a village hall has the opportunity to hire out the whole or part of the hall for each day or part of the days of the week over a long period of time. An example might be a nursery or playgroup that will reserve use of the hall for school terms during the academic year either on commercial terms or where the user wishes to make some changes (e.g. security systems) to the hall. Any changes should be reflected in a bespoke agreement. Where a non-charitable body (such as a nursery school) wishes to use the village hall, the management committee should be certain that there are no charitable purposes for which the hall is likely to be required during such periods of hiring (it may first have to seek the permission of the Charity Commission).

To obtain a Model Occupational Licence please contact your local ACRE Network member.

A Word version of the ACRE Model Hiring Agreement is available on request. Please contact your local ACRE Network member.

Section 2: Setting the hall's hiring policy and charges

Village halls are different in size, shape and the facilities they offer, so it is impossible to suggest standard hire charges. Hire charges should reflect the cost of running the hall: the village hall should only rely on fundraising events for building up funds for large maintenance and repair items, equipment and capital projects.

To calculate the running costs, the management committee needs to look at the annual expenditure of the village hall, taking into account cleaning, caretaking, electricity, gas, rates, water rates, telephone, postage, minor repairs and contingencies, as well as any licences that may be required, e.g. Performing Right Society (PRS), Public Phonographic Licence (PPL). In addition, there may be annual expenses unique to a particular village hall; for example, a leased hall will pay rent.

Next the management committee needs to work out how many sessions (mornings, afternoons and evenings) or hours the village hall will be used. They should then divide the total expenditure by the total sessions/hours to get the **standard** amount needed from a hirer for using the village hall. It can be very helpful to know this figure, particularly if hire charges are challenged. Other points that can be helpful to consider are:

- Giving lower hire rates for long term bookings, for rehearsals, for preparation time for events where not all facilities will be used and for bookings at times of low demand or 'off peak'.
- Higher rates for those not living in the area of benefit, certain types of private functions, such as wedding receptions, and commercial activities such as antiques fairs. Commercial activities must never be subsidised by charity funds.
- Reduced rates should be strictly limited to those organisations that cannot afford the full rates and whose activities are of a charitable, or not for profit nature, e.g. Brownies. They should never be permitted simply because the organisation has a strong voice on the management committee.
- An inclusive charge for all facilities is simpler, provided that it is realistic. However, some village halls prefer to make a basic charge for specific accommodation, such as the main hall, committee room etc., with extra payments for heating, lighting, kitchen equipment, crockery, stage, services of the caretaker/cleaner after 11.30pm for heavy duty cleaning after wedding receptions and other similar events.

It often helps to look at the charges of other village halls and similar community buildings (Scout hut, W.I. hall, halls managed by the local authority) in the area and see how they compare, but do bear in mind any differences in the scope of facilities and whether the charge is made per session or hourly. Your local ACRE Network member will probably have information on charges made by other halls, or be able to give you the names of other village halls to contact. Great care is needed to ensure that the right balance is struck to maintain full use of the village hall. Too low and your costs will not be covered, too high and hirers will go elsewhere!

What is a hiring policy?

At some stage in a village hall's history the management committee at the time will have made decisions on the various aspects of hiring out the village hall and over time this will have been refined, added to or deleted as circumstances have demanded. These decisions will be recorded in the village hall minutes and established in the memories of those present, but what will happen when these people retire from the committee? Will someone go through the minutes every time a hiring issue comes up to check what had previously been agreed or will the committee re-invent the wheel?

How will a hiring policy help?

- It will provide a record of decisions made relating to hiring in one document for quick and easy reference.
- It will help to ensure successive booking clerks operate consistent practices.
- All the management committee, whether long standing or new members, will be aware of what has been agreed.
- It will save time at committee meetings as some hiring matters previously agreed will not need to be re-debated.
- It can be reviewed annually to check everything is still relevant, however, changes can be made whenever required.
- It could be used in the event of an insurance claim as evidence that the management committee have a policy and procedure in place for hiring matters.

The following is a list of headings that cover the main issues to be considered when a village hall committee is discussing its hiring policy. The information suggested under each heading will need to be tailored to each village hall's working practices.

The Committee

- What needs to be reviewed on an annual/monthly basis?

The Booking Clerk

- The booking secretary's role and responsibilities.

Hire rates

- When are discounts or special rates for hirers available and who is allowed to sanction them?
- Decisions on whether to allow new groups/organisations special 'start up' rates.

Bookings

- Items such as ensuring that hirers book enough time for setting up and clearing away and the amount of time needed between different hirings on the same day.
- Duties of occasional and regular hirers with regard to deposits, keys and insurance.
- Agreement on policy with regard to under 18s and events where there are predominately under 18s present.

Other issues that could be covered in your hiring policy

- Any special arrangements for New Year's Eve functions
- Use by local authorities/education classes
- Actions to take with commercial bookings
- Whether to charge for village consultations/public meetings?

Section 3: Insurance

Before hiring out the village hall it is important to ensure that the basic insurance is in order and to consider whether it would be prudent to include additional cover for items such as hirers' public liability and loss of revenue.

Special Village Hall Policies are offered by a small number of insurance companies. Whether one of these or another policy is chosen, management committees should satisfy themselves that the cover required is either part of the standard policy or that it has been requested as an optional extra.

(a) **The building and contents**

The building and its contents **must** be insured against loss or damage. The possibility of both malicious and accidental damage by hirers should be considered. Under an "all risks" policy both are likely to be covered, but the insurance company may take steps to recover the cost of any damage from the hirers. Other policies may not include these risks in the standard cover. Cover may also be offered for damage to glass and sanitary ware.

(b) **Public liability**

The management committee **must** take out insurance against the possibility of claims against it for injury to a member of the public, or damage to their property due to the negligence of the management committee. Cover offered may include liability for food or drink sold or supplied, in as far as the management committee is responsible for this, but management committees should check their policies.

(c) **Hirer's public liability**

Model Standard Condition 4 requires the hirer to indemnify the village hall against risks such as damage to the premises or loss to third parties resulting from the use of the hall by the hirer, risks which could be covered by public liability cover if taken out by the hirer. Model Standard Condition 4 also provides the option of waiving the need for this insurance if the hall has taken out an extension to its public liability cover to indemnify hirers of the hall against third party claims.

If the management committee has not taken out this extension the management committee should ascertain whether each hirer has public liability cover. While hirers belonging to major groups such as Scouts or Women's Institute will almost certainly be insured for their activities, many hirers will have no relevant insurance cover, e.g. individuals hiring for family events. Management committees may well, therefore, consider it prudent to extend public liability cover to indemnify hirers of the hall against third party claims.

The management committee's own insurance should include cover against accidental or malicious damage during hiring; otherwise the public liability extension will not cover this. If damage cover is included, the extension will normally prevent the insurance company taking steps to recover the cost of any damage from the hirer.

Notes

- Notwithstanding the village hall's extension to its public liability cover to indemnify hirers of the hall against third party claims, Model Standard Condition 4 must be retained and not changed in any way.
- Public liability cover is not extended to commercial hirers who are expected to provide their own insurance.
- Management committees are advised that they may wish to exercise the right in Standard Condition 4 to see copies of the appropriate insurance policy at the time of accepting a booking. Should this be the case, a minimum limit of indemnity of £2million is reasonable: though this may be less than that provided by the hall's own policy. Whilst this cover should be provided by an ordinary household contents policy for someone acting in a personal capacity, e.g. for a private hiring such as a wedding reception, a household contents policy would not normally cover someone acting in a voluntary capacity, e.g. as secretary or member of a local organisation.

Notes

All boxes in this agreement should be completed appropriately and in accordance with the instructions contained in the Notes.

The box titled Parties should contain the details of those referred to in (1) and (2)

2.1 Timing of events is important as some activity between the hours of 11pm and 8am may need to take account of alcohol and entertainment legislation.

Section 4: Model Hiring Agreement

DATED

PARTIES

- (1) The Village Hall named in clause 2.2 acting by its management committee.
- (2) The person or organisation named in clause 2.3.

AGREED as follows:

1. Throughout this Agreement:
 - the Village Hall named in clause 2.2 is referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include the Village Hall’s charity trustees, employees, volunteers, agents and invitees
 - the person or organisation named in clause 2.3 is referred to as “you”; and “your” is to be construed accordingly; “you” also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees
 - where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Hall Secretary or, if the Hall Secretary is not available, any of our charity trustees.
2. In consideration of the hire fee described in clause 2.4, we agree to permit you to use the premises described in clause 2.5 for the purpose described in clause 2.6 for the period(s) described in clause 2.1. The details inserted in sub-clauses 2.1 to 2.6 below and the answers to the questions in sub-clauses 2.7 to 2.11 are terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

2.1 Date(s) required:

Day(s)

Month

Time required (Hours)

From

Preparation

2.2 Village Hall

(a) Registered Charity No

(b) Authorised Representative

Address

Notes

2.4 Fees

In order to enforce legally the hiring agreement, a fee must be payable by the hirer for the use of the hall. It is the contractual obligation to pay and not the actual payment that ensures that the hiring agreement is legally binding.

Deposits

A deposit should be paid as requested as compensation for loss of revenue in the event of the hirer cancelling at short notice.

Special deposits

This deposit is taken at the discretion of the village hall management committee having considered the risk of hirers causing damage to the hall, creating noise or other disturbances.

This may depend on the village hall management committee's relationship with the hirers to pay such a deposit. The village hall management committee may wish to apply more caution to unknown hirers or for particular types of events.

Where payment is taken for a deposit, whether by cheque or paid online, it should be cleared before the event takes place and returned after the event, if all is well.

Commercial Hirers

It is important that commercial use of a charitable hall does not interfere with its prime use, which is for the benefit of local inhabitants. Management committees may, therefore, wish to have the facility to cancel a commercial booking should it not be possible to accommodate an application from a local non-commercial user at another date or time. In this case the optional additional condition could be used.

Telephone Numbers & Email

2.3 Hirer:

(a) Name

(b) Organisation

(c) Name of Organisation's
Authorised Representative

Address

Telephone Numbers & Email

2.4 Hire Fee

Hire Fee

£

Deposit

£

You must pay as a deposit at least one third of the cost of the booking at the time you sign this Agreement. You must pay the balance of the booking fee on or before the conclusion of the event for which you hire the premises.

Balance

£

Special deposit

£

We will refund the deposit 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 us about noise or other disturbance during the period of the hiring as a result of the hiring.

Balance

£

Payable on or before the conclusion of the event for which the premises are hired.

Is this a commercial hire? Yes / No

Optional additional condition for use with commercial hirers:

"Village halls are usually held on strict trusts which require the management committee to ensure that the hall is administered in accordance with those trusts. Accordingly we are bound to preserve and hereby reserve the right to terminate this Agreement by not less than seven days' notice in writing to you in the event of the hall being required on the same date/time for the fulfilment of its charitable purposes.

In the event of such termination by us, we will refund to you all monies paid by you to us. We will not, however, be liable to make any further payment to you in respect of expenses, costs or losses incurred directly or indirectly by you in relation to any such termination."

Notes

2.5 Premises

See **Standard Condition of Hire 3.**

For information about storage see **Standard Condition 15** and ACRE's **Information Sheet 8: Storage in village halls**

2.7 This will help the village hall committee decide whether the event is a private or public event. An event will be classified as public where tickets have been sold even if the guest list is restricted, i.e for a birthday party.

2.9 All hirers should be told that no alcohol (except bottled raffle prizes for fetes, bazaars etc.) may be bought, sold or consumed on any part of the premises without the permission of the management committee.

Forms for completion by hirers in connection with the sale of alcohol are available at **Appendix 2 and 3. See also clause 4 of this Agreement.**

2.10 and 2.11 This Agreement provides the necessary permission for exhibition of a film, performance of live music and playing of recorded music which is a requirement of legislation . **See Standard Conditions 7 & 8.**

3. Village hall management committees should insert the appropriate room names and capacities.

4. See **Standard Condition of Hire 6.** For more detail about music copyright licensing see ACRE's **Information Sheet 9: Entertainment in village halls.**

2.5 Premises

Whole of hall

If part of hall please specify

Storage of equipment

2.6 Purpose/description of hiring

2.7 Will tickets be sold for your event? Yes / No

2.8 Is food to be provided at the event? Yes / No

2.9 Is alcohol to be provided at the event? Yes / No

2.10 Will there be exhibition of a film? Yes / No

2.11 Will live music be performed or recorded music played? Yes / No

3. You agree not to exceed the maximum permitted number of people per room including the organisers/performers

Main hall:

Committee room:

4. The hall has/does not have a licence:

with the Performing Right Society (PRS) for the performance of copyright music

from Phonographic Performance Licence (PPL).

4. Alcohol and entertainment licensing

The village hall management committee should use either clause 4.1, 4.2 or 4.3. Delete the two that do not apply to the Village Hall.

Village halls and similar rural community buildings are required to hold a licence for the sale of alcohol. This may be through the use of a Temporary Event Notice (TEN) or by holding a Premises Licence. Where a Premises Licence is held for the sale of alcohol the hall will need to appoint an individual as the Designated Premises Supervisor, who will hold a Personal Licence, or use the Legislative Reform (Supervision of Alcohol Sales in Church and Village Halls) Order 2009. appoint the management committee as the responsible body instead of an individual.

A village hall management committee cannot delegate to the hirer its responsibilities for obtaining a Premises Licence.

Under the Licensing Act 2003 a Premises Licence was required for regulated entertainment. This is no longer the case as the Deregulation Act 2015 removed the requirement under certain conditions. Therefore, some village halls will hold a Premises Licence that authorises regulated entertainment and some will not.

Applications for bookings may occasionally be received from organisations and individuals who want to hold a licensable event or activity for which a licence is needed. See ACRE's **Information Sheet 9: Entertainment in village halls** for more detail. Where this is the case, hirers (or the village hall management committee) must give the licensing authority a Temporary Event Notice (TEN). This should be done at least ten days before the event in order for the licensable activity to take place.

See also **Standard Condition 11.**

4.1 We have a Premises Licence authorising entertainment and the sale of alcohol. You hereby acknowledge receipt of a copy of the conditions of the Premises Licence and/or Operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agree to apply with all obligations therein. If we believe that a Temporary Event Notice (TEN) would be in our best interests for this hiring, we can require you to give notice of a TEN.

OR

4.2 We have a Premises Licence authorising regulated entertainment only. You hereby acknowledge receipt of a copy of the conditions of the Premises Licence and/or Operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agree to apply with all obligations therein.

- (i) You agree that if regulated entertainment, not covered by our Premises Licence, is to be held you must obtain our consent to give notice of a TEN to the licensing authority. We will advise if a TEN is not needed.
- (ii) You agree to give us notice of your intention to provide alcohol at the event and to give notice of a TEN to the licensing authority.

If you fail to comply with (i) or (ii) above, we will cancel the hiring without compensation. This is because there is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.

OR

4.3 We do not have a Premises Licence. This Agreement gives permission to you for a performance of live music, the playing of recorded music, or an exhibition of a film but only in accordance with the Deregulation Act 2015.

- (i) You are responsible for ensuring that screenings of film abide by age classification ratings.
- (ii) You agree that if regulated entertainment outside of the Deregulation Act 2015 is to be held you will obtain our consent to give notice of a TEN to the licensing authority.
- (iii) You agree to obtain our consent to give notice of your intention to provide alcohol at the event and to give notice of a TEN to the licensing authority.

If you fail to comply with (i), (ii) or (iii) above, we will cancel the hiring without compensation. This is because there is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.

Notes

6. Standard Conditions of Hire

Hirers should be provided with a copy of the **Standard Conditions of Hire** and their attention drawn to clauses that the village hall management particularly want to emphasise.

Signatures do not need to be witnessed.

5. You agree with the us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.
6. We and you hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions imposed under the Premises Licence or that we deem necessary form part of the terms of this Agreement unless we and you agree in writing.
7. 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.

Signed by the person named at 2.2(b) above, duly authorised, on behalf of the Village Hall.

Signed by the person named at 2.3(a) above or at 2.3(c) above, duly authorised, on behalf of the organisation named at 2.3(b) above, where applicable.

Notes

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.

1. Age

It is important to ensure that all policies and services that relate to age do not fall outside legislation of the prohibition of age discrimination against people aged 18 years and above in services, public functions and associations. This will mean that hall committees cannot, for instance, refuse to hire the hall to 18-21 year olds unless there is a good reason that can be justified. We strongly recommend hall committees to refer to ACRE's **Information Sheet 42: Equality in Village Halls** for detailed information.

Special care must be taken to ensure that hiring agreements are not signed by people under 18 years of age. This is because a minor cannot be held responsible in law for breaches of an agreement of this kind, e.g. damage occurring in the course of a hiring. It is not sufficient to make an addition to the hiring agreement to the effect that the hirer certifies that he/she is over 18 years of age. Where there is any doubt as to the age of the hirer a parent or guardian over 18 years of age must be asked to sign the agreement and thereby accept responsibility.

2. Supervision and 3. Use of Premises

Information about the car park should be provided to hirers. This can be done using a document similar to the example in Appendix 4. ACRE's **Information Sheet 12: Village halls and car parks** provides a useful guide.

3. Use of premises

The village hall is a community facility and, as a charity, the village hall must ensure that users of the hall do not do or allow anything to take place which might bring the village hall's reputation into disrepute or annoy or offend local people. So, for example, a photography class or the exhibition of photographs or material which might offend public sensibilities will not be allowed and if such activity is not disclosed to the village hall the hiring will be cancelled. See **Standard Condition 22**

Standard Conditions of Hire

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

1. Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

2. Supervision

During the period of the hiring, you are responsible for:

- (i) supervision of the premises, the fabric and the contents;
- (ii) care of the premises, safety from damage however slight or change of any sort; and
- (iii) 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 us, you must 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

You must not use the premises (including the car park, if any) for any purpose other than that described in the Agreement and must 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 on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

Notes

4. Insurance and indemnity

Please read **Section 3 on page 5**.

This clause should not be changed or removed.

5. Gaming, betting and lotteries

Nothing shall be undertaken on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries, and those responsible for the functions held in the village hall must ensure that the requirements of the relevant legislation are strictly observed.

For further information see ACRE's

Information Sheet 33: Gaming and Lotteries

4. Insurance and indemnity

- (i) You are liable for:
 - (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents
 - (b) the cost of repair of any damage (including accidental and malicious damage) done to our WiFi service (if any)
 - (c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service (if any), and
 - (d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service (if any), and

subject to sub-clause (ii), you must indemnify us against such liabilities.

- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
 - (a) any insurance excess incurred and
 - (b) the difference between the amount of the liability and the monies we receive under the insurance policy.
- (iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

5. Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

6. Music Copyright licensing

It should be made clear to the hirer which licences are held by the management committee and that it is the hirer's responsibility (where applicable) to obtain any others which are necessary for the event or activity. If the management committee are uncertain about whether the hirer has the appropriate licences for their activity they can ask for copies.

Most village halls will be licensed annually with the Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) for copyrighted music. Both organisations have detailed information on their websites and work closely together in the administration of the Community Buildings Tariff. For further information see ACRE's **Information Sheet 9: Village halls and entertainment.**

8. Film

Under the Copyright, Designs and Patents Act 1988 films hired at a local store cannot be used for public showings; they are only intended for home use. For further information see ACRE's **Information Sheet 3: Providing services in village halls** and **Information Sheet 9: Entertainment in village halls.**

9. Safety of children, young people and vulnerable adults

It is good practice for any organisation working with children, young people and vulnerable adults to have policies in place for their protection. This could be fulfilled by requiring the organisations running the activities to have their own policies or the management committee having policies that they require groups to comply with.

The hall management committee is responsible for all employees who may have unsupervised contact with groups hiring the hall. ACRE's **Information Sheet 5: Village halls, children and young people** provides detailed information.

6. Music Copyright licensing

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

7. Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

8. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

9. Safeguarding children, young people and vulnerable adults

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

10. Public safety compliance

Management committees must ensure that booking secretaries draw to the attention of hirers, the hall's fire risk assessment at the time of booking. Particular care must be taken to instruct the hirer in fire safety matters and ensure that they are aware those items listed in (i) and (ii) and their obligation to instruct any attendants at the event.

Emergency procedure instructions, assembly points etc. should be clearly displayed on the notice board.

The capacity of the hall, i.e. the number of people allowed on the premises at any one time should be detailed in the Hiring Agreement. See clause 2 of the Agreement.

ACRE'S **Information Sheet 38: Fire safety in village halls** and ACRE's **Information Sheet 15: Health and safety in village halls** provide model documents and policies.

A sample of information to be given to hirers is shown at **Appendix 3**.

10. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our 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. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Secretary.

(i) You acknowledge that you 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.

(ii) In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked and panic bolts are in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no fire-hazards on the premises.
- That the emergency lighting supply illuminating all exit signs and routes is turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

11. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

Notes

ACRE's **Information Sheet 10: Alcohol in village halls** provides advice about compliance with the Licensing Act 2003.

13. Food, health and hygiene

If food is prepared, served or sold on the premises, the management committee is responsible for meeting legislative requirements to ensure that the hall, and in particular the kitchen, adequately provides for the possible level of catering to be undertaken by the hirers, and that it is clean and well maintained.

The hirers are responsible for ensuring that all stages of food preparation and service meet required health and hygiene standards.

Under food safety legislation village hall management committees are not required to register the hall as a food business. It is the responsibility of each separate food business using the hall to register.

Village hall management committees can consult their local environmental health officer if they are concerned about this issue and refer to ACRE's **Information Sheet 20: Health and hygiene in village halls** (in particular Appendix 3).

14. Portable electrical appliances

While the management committee are responsible for the regular testing of portable electrical appliances belonging to the hall, the hirer is responsible for ensuring that any electrical appliances she/he brings are safe and comply with the Electricity at Work Regulations 1989. See ACRE's **Information Sheet 15: Health and safety in village halls**.

12. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

13. Food, health and hygiene

You must, 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/are not (delete as appropriate) provided with a refrigerator and thermometer.

14. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are 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 you must make use of it in the interests of public safety.

15. Stored Equipment

For some functions it is useful to indicate when any equipment brought into the hall must be removed, for example unsold items from a jumble sale and bar equipment. Permission must be obtained before goods or equipment are left or stored at the village hall.

15. Stored equipment

We accept 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 we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- (i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended
- (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

16. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must 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.

17. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Hall Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

18. Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

19. Heating

Some management committees might wish to draw attention to special requirements for turning off heating, lighting and other electrical equipment.

For other information about heating in village halls see ACRE's **Information Sheet 30: Village halls and heating**.

20. Animals

Guide dog and assistance dog owners have rights under the Equality Act 2010 (EA). For further information see www.assistancedogs.org.uk.

22. Sale of goods - One day sales

An occasional letting for a one day sale will not infringe charitable status or jeopardise rate relief unless prohibited by the hall's lease or trust deed. It is advisable to contact your local Trading Standards Department to see if there is a local code of practice for such sales. If so, it should be incorporated into your hiring agreement as a special condition. See ACRE's **Information Sheet 34: Sale of goods in village halls**.

23. WiFi Services

Clauses 23, 24, 25 and 26 can be deleted if the village hall does not provide WiFi.

19. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

20. Animals

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises.

21. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep us indemnified accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

22. Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

23. WiFi Services

When using the WiFi service you agree at all times to be bound by the following provisions:

- (i) not to use the WiFi service for any for the following purposes:
 - (a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - (b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - (c) interfering with any other persons use or enjoyment of the WiFi service; or
 - (d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
- (ii) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

24. Termination of the WiFi service

We have the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) if you use any equipment which is defective or illegal;
- (ii) if you cause any technical or other problems to our WiFi service;
- (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;

- (iv) if you resell access to our WiFi service; or
- (v) if you use our WiFi service in contravention of the terms of these Standard Conditions.

25. Availability of WiFi Services

(i) Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.

(ii) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the main hall.

(iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

26. Privacy and Data Protection

Insert name of village hall management committee member.

26. Privacy and Data Protection

(i) We may collect and store personal data through your use of our WiFi service.

(ii) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service.

(iii) By using our WiFi service, you agree to the terms of this clause 26. If you would like more information or object to anything in these conditions, you should speak to:

When using the WiFi service the Hirer agrees at all times to be bound by the following provisions:

(a) not to use the WiFi service for any for the following purposes:

- (i) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
- (ii) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
- (iii) interfering with any other persons use or enjoyment of the WiFi service; and
- (iv) making, transmitting or storing electronic copies of material

Notes

27. Cancellation

Once both the management committee and the hirer have signed the Agreement then the management committee is contractually bound to allow the hiring, unless the Agreement becomes void or the hirer is in breach of his/her part of the Agreement. Failure to do so is a breach of contract.

The cancellation clause gives the management committee the right to cancel a booking and thus terminate a hiring agreement without being liable for breach of contract. It is important that management committees do not exercise this right without good reason: firstly, because to do so frequently will damage hirers' confidence to use the hall and secondly, because they may need to justify their decision at a later date.

Use at short notice

A growing number of halls are hired as polling stations and use must then be guaranteed sometimes at comparatively short notice.

Lack of availability

It can happen that, through no fault of the management committee, the hall or part of it may be damaged or there may be a failure of services which may cause the hall to become unfit for the use for which it has been hired.

Right to refuse/terminate booking

A booking does not have to be accepted if the management committee believes that it would not be in the village hall's interests. Circumstances can include an undesirable purpose of hire, e.g. an extreme political group. In refusing a booking, there is no reason why the management committee should give any reason.

28. End of hire

ACRE's **Information Sheet 38: Short guide to security in your village hall** provides advice on keeping your hall secure.

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(b) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

27. Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, return the deposit or require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

(i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;

(ii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;

(iii) the premises becoming unfit for your intended use;

(iv) 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 you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

28. End of hire

You are responsible for 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 we may make an additional charge.

29. No alterations

You must not make any alterations or additions to the premises, nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

30. No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

Appendix 1

Application for consent for a Temporary Event Notice to be given for an event at

Village Hall

Village Hall is / is not licensed for the sale of alcohol.

I hereby apply to Village Hall Management Committee for consent to give to the Licensing Authority a Temporary Event Notice to hold the following licensable activities at the hall on the following date(s), during the following hours and in the following location(s):

Date(s)

Time

Description of event

Licensable activities

Location	Main Hall	<input type="checkbox"/>
	Small Hall	<input type="checkbox"/>
	Committee Room	<input type="checkbox"/>
	Kitchen	<input type="checkbox"/>
	Entrance Hall	<input type="checkbox"/>
	Garden	<input type="checkbox"/>

I hereby undertake to comply with the provisions of the Licensing Act 2003 (and any regulations thereunder) as they relate to a Premises User holding a Temporary Event Notice (TEN) and to indemnify the management committee for any obligations thereunder. I undertake, in particular, to notify the Police Authority within the required time and not to allow the sale of alcohol to those aged under 18 or to those who are drunk or disorderly.

Signed by the person named at 2.3 (a) or 2.3 (c) of the Hiring Agreement (duly authorised on behalf of the organisation named at 2.3 (b), where applicable):

Name

Signature

I hereby authorise the person named above to give a Temporary Event Notice to the Licensing Authority for the area for the event described above on the date(s), at the time(s) and in the location(s) specified above.

Signed by the person named at 2.2 (b) of the Hiring Agreement, duly authorised, on behalf of the Village Hall's Management Committee:

Name

Signature

Appendix 2

Application for a licensed bar to be provided at an event at

Village Hall

(For use only where a Village Hall is licensed for the sale of alcohol)

I hereby apply to:

1. Village Hall Management Committee for
 (insert name of Designated Premises
Supervisor) to provide a licensed bar as detailed below **OR**

2. Village Hall Management Committee for
authorisation of the sale of alcohol under The Legislative Reform (Supervision of Alcohol Sales in Church &
Village Halls) Order 2009 as detailed below:

Date(s)

Time

Description of event

Persons to be authorised to
sell alcohol in accordance
with the Licensing Act 2003

Location	Main Hall	<input type="checkbox"/>
	Small Hall	<input type="checkbox"/>
	Committee Room	<input type="checkbox"/>
	Kitchen	<input type="checkbox"/>
	Entrance Hall	<input type="checkbox"/>
	Garden	<input type="checkbox"/>

Signed by the person named at 2.3 (a) or 2.3 (c) of the Hiring Agreement overleaf (duly authorised on behalf of
the organisation named at 2.3 (b), where applicable):

Name

Signature

I/We hereby agree to provide a bar for the event described above on the date(s), at the time(s) and in the
location(s) specified above or authorise the persons named above to sell alcohol at the event described above,
on the date(s), at the time(s) and in the location(s) specified above (delete as appropriate).

Signed by the Designated Premises Supervisor or Village Hall Management Committee as appropriate:

Name

Signature

Appendix 3

Sample information sheet to be given to all hirers

Opening and closing the village hall

The village hall keys will be available from _____ and after locking up, must be returned there immediately.

The village hall will be opened for your hiring by _____ and will be closed for you at the time you have indicated.

Please ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Please telephone _____ in case of difficulty.

Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After midnight (unless the event is New Year's Eve) only those helping to clear up the village hall should be on the premises. Failure to comply with this will result in forfeiture of your deposit.

Safety

The village hall has a No Smoking Policy.

In the event of a fire, the village hall should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialing 999.

The exact location of the nearest telephone, fire exits and fire extinguishers must be noted before the village hall is occupied and the manner of opening Fire Doors should be made known to your guests. (A sketch plan showing these is shown on the following page).

Please use the trolleys provided for moving chairs and tables in order to avoid injury. Please stack chairs and tables in the storeroom in the manner shown on the notice.

The village hall's health and safety file is kept in _____

A first aid box is located in _____

Power circuits/heating

The heating controls are located _____. Please let the Booking Secretary know if you need the village hall to be particularly warm or cold. Do not adjust individual radiators/heaters as this will result in the village hall being too cold or hot for subsequent users. The heating is timed to turn off at 10.30pm. Other circuits are timed to turn off at 11.45pm. Please warn your guests, band or disco of this.

Hall telephone

The village hall telephone is located in _____. This is for emergency use only and has a list of contact numbers beside it. The village hall has no telephone and the nearest one is located at _____ so you are advised to bring a fully charged mobile telephone for use in case of emergency. (delete as appropriate)

Car parking

The lane leading to the village hall is a public road and this must not be obstructed. The village hall car park will accommodate a good number of cars if they are parked sensibly.

Any overflow may park at _____. Cars are not allowed on the grassed area/hall garden/playing field.

Consideration for others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents.

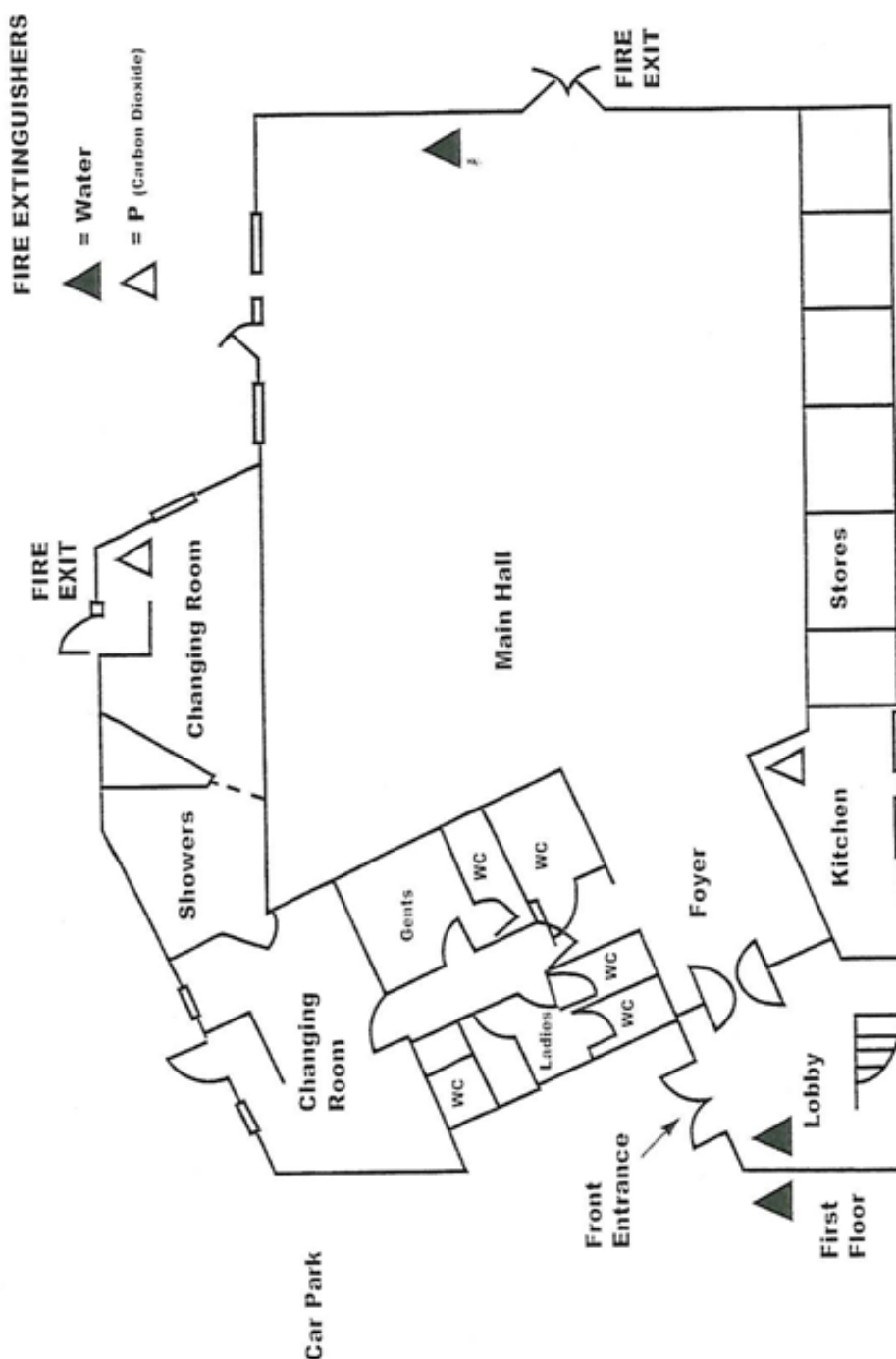
Please do not use drawing pins or sellotape on the walls or other surfaces, use blu-tack if you need to put up notices or decorations. Do not fix decorations near light fittings or heaters.

Please leave the village hall clean and tidy and leave waste in the bins outside or take it home. In particular we ask you to ensure table tops are wiped clean before being stacked in the cupboard.

Faults/damage/comments

Please report any faults or damage to the Booking Secretary as soon as possible so that they can be rectified quickly. The management committee welcome comments or observations that you may have about your hire of the village hall.

Location and use of fire equipment for hirers:



Action with Communities in Rural England (ACRE) is the national voice for the 38 rural community councils (RCCs) who make up the ACRE Network. Together, we make up the country's largest rural network, reaching 52,000 grassroots organisations in 11,000 rural communities.

RCCs are charitable local development agencies, generally based at county level, who have a strong history of leading, supporting and enabling community initiatives. From running community transport schemes and oil buying clubs, to assessing housing needs and supporting older people to stay in their homes, the ACRE Network helps people to help themselves.

The ACRE Network collectively:

- employs approximately 90 staff with a variety of specialist skills
- engages with 6,900 different partners
- has over 12,000 fee-paying members and
- supports almost 10,000 village hall committees

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