

**HIRE AGREEMENT for \_\_\_\_\_ group**

**THIS AGREEMENT** is made on \_\_\_\_\_ day of \_\_\_\_\_

(1) The Vale of Neath Parish (2) The Hirer (3) named below whereby, in consideration of the sum(s) mentioned (4)

**A.** The Vale of Neath Parish agrees to permit the Hirer to use the premises (5) for the purpose (6) and for the period(s) described as below:

I. Time required: From \_\_\_\_\_ To \_\_\_\_\_

Date(s) required: Day \_\_\_\_\_ Date \_\_\_\_\_

Month \_\_\_\_\_ Year \_\_\_\_\_

Or Each week on \_\_\_\_\_

\_\_\_\_\_

Or Each month on \_\_\_\_\_

\_\_\_\_\_

2. Vale of Neath Parish Authorised Representative(s): \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. Hirer

(a) Name (if individual) \_\_\_\_\_

(b) Organisation (if applicable) \_\_\_\_\_

(c) Name of Organisation's Authorised Representative \_\_\_\_\_

\_\_\_\_\_

Note person(s) signing must be 18 years of age or over

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number (Home) \_\_\_\_\_

(Work) \_\_\_\_\_

4. Hiring Fee £ \_\_\_\_ per \_\_\_\_\_

When is fee to be paid? \_\_\_\_\_

Commercial Use YES/NO Delete as applicable

5. Premises Name of Church Hall (*please tick one*)

Blaengwrach St Mary's  Glynneath  Resolven

How is the group to access and lock the hall? \_\_\_\_\_

6. Purpose of Hiring This will be a private/public event  
(Delete as appropriate)

7. Will your event require music? YES/NO

8. Is alcohol to be provided at the event(s)? YES/NO

Will it be for sale? YES/NO

***If YES you will need to seek written consent from the Vale of Neath Parish before you apply for a licence as in condition 3 of the Schedule of standard Conditions.***

**B.** 1. The Hirer agrees with the Vale of Neath Parish to be present during the hiring and to perform the provisions and stipulations contained or referred to in the Parish's conditions of hire for the time being in force as annexed hereto (an understanding of which the Hirer acknowledges) together with the special conditions set out in the Schedule overleaf if any.

2. It is hereby agreed that the standard conditions of hire attached hereto together with any special conditions of hire contained in the Schedule overleaf shall form part of the terms of the Hiring Agreement unless specifically excluded.

**AS WITNESS** the hands of the parties hereto:

Signed by the persons named at 2 on behalf of the Vale of Neath Parish as above

..... Date.....

Signed by the person named at 3(a) (on behalf of the Organisation named at 3(b) above where applicable):

.....Date.....

**INFORMATION SHEET TO BE GIVEN TO HIRERS**

**Safety**

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

The exact location of telephones, fire exits and extinguishers must be noted before the 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).

**Power Circuits**

Please do not adjust any timers on heaters.

**Hall Telephone**

There are no telephones, so please bring a mobile to all meetings.

**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 (if applicable) are disturbing to local residents. Please leave the Hall clean and tidy, in particular we ask you to ensure that tables are wiped clean before being stacked in the appropriate place. Any comment or observation that you may have regarding your hire should be addressed to the Vale of Neath Parish.

**We wish you a happy and successful function.**

## SCHEDULE OF SPECIAL CONDITIONS

Special conditions of hire to comply with a Public Entertainment Licence issued under Local Government (Miscellaneous Provisions) Act 1982/Theatre Licence issued under The Theatres Act 1968.

For the purpose of these conditions the term **HIRER** shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

1. The Hirer hereby acknowledges receipt of a copy of the conditions of the Public Entertainment Licence/Theatre Licence for the premises.

2. The Hirer, not being a person under 18 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 of the Public Entertainment Stageplay Licence relating to management and supervision of the premises are met.

3. The Hirer acknowledges that she/he has received instruction on the following matters:

- a. The action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the Hall.
- b. The location and use of fire equipment (include diagram of location and handing over of keys. See Appendix 2).
- c. Escape routes and the need to keep them clear.
- d. Method of operation of escape door fastenings.
- e. Appreciation of the importance of any fire doors and of closing all doors at the time of fire.

4. In advance of the entertainment or play the Hirer shall check the following items:

- a. That all fire exits are unlocked and panic bolts in good working order.
- b. That all escape routes are free from obstruction and can be safely used.
- c. That any fire doors will not wedge open.
- d. That exit signs are illuminated.
- e. That there are no obvious fire hazards on the premises.

5. There shall, in addition to the Hirer, be a minimum of (*number*) competent attendants on duty on the premises to assist people entering and leaving non of whom shall be less than 18 years of age. If most of the audience is under 16 the numbers of attendants shall be not less than (*number*). All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and the use of firefighting equipment available, how to call the Fire Brigade and evacuation procedure.

### Capacity

6. The number of people on the premises shall not exceed for dancing or seated (*check number*).

## **Means of Escape**

7. All means of exit from the premises must be kept free from obstruction and immediately available for incident free public exit.

8. The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switch device).

## **Outbreaks of Fire**

9. The Fire Brigade shall be called to any outbreak of fire however slight and details thereof shall be given to the secretary of the Management Committee.

## **Dangerous Performances**

10. Performances involving danger to the public shall not be given.

## **Explosives and Flammable Substances**

11. Highly flammable substances shall not be brought into or used in any portion of the premises.

12. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Parish.

## **Heating**

13. 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.

## **Hours of Opening**

14. The premises shall not be used for public entertainment except between the hours of (*hour*) a.m. and (*hour*) p.m. unless special permission has been issued by (*name*) District Council or Unitary Authority and by the Vale of Neath Parish.

## **Notes**

1. The number of attendants on duty must be as specified in the Licence and not less than:

- 2 adult attendants for up to 100 persons
- 3 adult attendants for 100 – 249 persons
- 4 adult attendants for 250 – 499 persons

2. Additional attendants are required if the audience is mostly under 16 or if there are many disabled people present.

## **SCHEDULE OF STANDARD CONDITIONS**

\_\_\_\_\_ Hall at \_\_\_\_\_

(If the Hirer is in doubt as to the meaning of the following the booking clerk should be immediately consulted)

**For the purpose of these conditions the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.**

### **1. Supervision**

The HIRER will, during the period of the hiring be responsible for the 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 whatsoever their capacity: including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

### **2. Use of Premises**

The HIRER shall not use the premises 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 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.

### **3. Licences**

The HIRER shall be responsible for obtaining such licences as may be needed, whether for the sale or supply of intoxicating liquor (an application for which licence cannot be made if the Hall deeds prohibit the sale or consumption of alcohol) from the Performing Rights Society, from Phonographic Performance Limited or otherwise and for the observance of the same.

### **4. Gaming, Betting and Lotteries**

The HIRER shall ensure that nothing is done on or in relation to the premises in contravention to the law relating to gaming, betting and lotteries.

### **5. Public Safety Compliance**

The HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

### **6. Health and Hygiene**

The HIRER shall if preparing, serving or selling food observe all relevant food health and hygiene regulations and legislation.

## **7. Electrical Appliance Safety**

The HIRER shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order and used in a safe manner. Where the residual circuit breaker is provided the HIRER must make use of it in the interests of public safety.

## **8. Indemnity**

The HIRER shall indemnify the Committee for the costs of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

The HIRER shall be responsible for making arrangements to ensure against any third party claims which may lie against him or her (or the organisation if acting as representative) whilst using the Hall (the Hall is insured against any claims arising out of its own negligence).

## **9. Accidents and Dangerous Occurrences**

The HIRER must report all accidents involving injury to the public to a member of the Management Committee as soon as possible. Any failure of equipment, either that belonging to the Hall or brought in by the HIRER, must be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Local Authority. The Hall Secretary will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 1995.

## **10. Animals**

The HIRER shall ensure that no animals (including birds) except guide dogs are brought into the Hall other than for a special event agreed by the Committee and no animals whatsoever are to enter the kitchen at any time.

## **11. Compliance With The Children Act**

The HIRER shall ensure that any activities for children under 8 years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to the children. All Church activity conforms to the Parish Child Protection Policy therefore any activities involving children and youths need to conform to this Policy and confirmation that the HIRER conforms to the Child Protection Policy and has used the Criminal Records Bureau of Disclosure Service needs to be submitted with the booking agreement.

## **12. 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 Hall and shall indemnify the Parish accordingly against all action claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the Local Authority.

## **13. Sale of Goods**

The HIRER shall, if selling goods on the premises, comply with Fair Trade 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 the address and that any discounts offered are based only on manufacturer's recommended retail prices.

## **14. Cancellation**

If the HIRER wishes to cancel the booking before the date of the event and the Parish 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 Committee.

## **15. Cancellation**

The Parish reserves the right to cancel this hiring in the event of the Hall being required for use as a polling station for a parliamentary or local government election or by-election in which case the HIRER shall be entitled to a refund of any deposit already paid.

## **16. Unfit For Use**

In the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired the Committee shall not be liable to the HIRER for any resulting loss or damage whatsoever.

## **17. Refusal of Booking**

The Parish reserves the right to refuse the booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving seven days notice in writing to the HIRER.

The HIRER shall be entitled, upon such notice, to reimbursement of such monies including the deposit or a proportion of the same as had been paid by the HIRER to the Parish but the Parish shall not be liable to make further payment to the HIRER.

## **18. End of Hire**

The HIRER shall be responsible for leaving the premise and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily be moved from their usual positions properly replaced otherwise the Committee shall be at liberty to make an additional charge.

**19. Noise**

The HIRER shall ensure that the minimum noise is made on arrival and departure.

AS WITNESS the hands of the parties hereto:

Signed by the person named in paragraph 2 of the Hiring Agreement on behalf of the Parish

Date \_\_\_\_\_

Signed \_\_\_\_\_

Signed by the person named in paragraph 3 of the Hiring Agreement or as on behalf of the HIRER where applicable

Date \_\_\_\_\_

Signed \_\_\_\_\_