

Hiring Agreement St Bees Village Hall – Terms and Conditions

The full Conditions of the Premises Licence for the hall are set out in the Licence displayed on the internal notice board in the main corridor of the Village Hall.

Hirers should be aware that upon signing the St Bees Village Hall agreement form you are entering into a contract that you are legally responsible and accountable for compliance with the Terms and Conditions laid out in this hiring agreement.

(1) The Village Hall named in clause 1.1 acting by its management committee.

(2) The person or organisation named in clause 1.2.

AGREED as follows:

1. Throughout this Agreement:

1.1 the Village Hall 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 and agents acting on behalf of the Village Hall.

1.2 the hiring person or organisation is referred to as “you”; and “your” is to be construed accordingly and “you” also includes the members of your management committee (if appropriate), your employees, volunteers and agents acting on your behalf.

1.3 where you must seek our consent or tell us about something or give us something, you must speak to and seek consent from the Hall Booking Secretary or, if the Hall Booking Secretary is not available, any of our Management Committee.

1.4 In consideration of the hire fee state on the hire form we agree to permit you to use the premises as described on the hire form and at the hire fee stated on the same form in accordance with these Terms and conditions and your compliance with them. This Agreement includes the Standard Conditions of Hire and Special Conditions of Hire (if any) set out in this document.

2. General terms and Conditions

2.1. 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.

2.2 A full set of hire charge rates can be found on the Village Hall website www.stbeesvillagehall.org.uk.

We will decide which hire rates apply. Part hours will be rounded up to the next complete hour. The charge covers heating, lighting, WiFi connectivity. Extensive use of the kitchen facilities will be decided upon and may be charge separately.

2.2. You must pay the agreed hire fee as identified on the hire form by the Hall booking secretary or another committee trustee member on the agreed timescales identified on the hire form. You must pay the hire fee by one of the mechanisms identified on the hire form – noting that the preferred mechanism is BACS transfer.

2.3. You are responsible and accountable for all actions of your attendees and must ensure 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. Any complaints or liability against the Village Hall Committee due to your actions may incur costs that will be attributable back to you.

2.4. You agree not to exceed the maximum permitted number of people including the organisers/performers. If unsure as to the limits applicable for specific seating and table layouts you must consult with the booking secretary or another Village Hall committee trustee member. The basic numbers are as below but may be changed following discussion with the booking secretary or another village hall committee trustee member.

Main hall: 60 seated, 100 standing.

Upper Hall: 60 seated, 100 standing.

Upper Committee Room: 20 seated or standing.

Upper Rear Room : 10 standing or 8 seated.

2.4 Note that in certain circumstances you may be able to exceed the capacity figures given but ONLY after discussing your arrangements with the Booking Secretary or another committee member and provided that the front door is hooked back (open) against the wall for the entire time that you occupy the building. The inner doors must be left shut at all times. This is to comply with fire safety recommendations.

2.5. We have a Premises Licence authorising entertainment and the sale of alcohol. The sale of alcohol is only permitted from the licenced bar installed within the village hall and managed by the responsible bar person who acts on behalf of the Village Hall committee. You are not permitted to sell alcohol on the premises. You hereby acknowledge understanding of the conditions of the Premises Licence (displayed on the Hall internal notice board) and its operating schedule for the premises in accordance with which the hiring must be undertaken and you agree to abide with all obligation therein.

Consumption of Alcohol on a "Bring Your Own" basis is not the norm and is permissible only by requesting this on the hire form and is at the discretion of the halls management who may insist that the licenced bar service be provided instead. Note: If granted and when operating a BYO event no alcohol (except bottled raffle prizes for bazaars etc) may sold on the premises.

You must agree to comply with these obligations and to ensure you apply effective control over the consumption of alcohol brought into the Hall in order to prevent excessive consumption and underage consumption therein.

2.6. You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.

2.7. 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.

2.8. Additional conditions for use with commercial hirers:

The St Bees Village hall is managed as a charity organisation and is held on a strict trust which requires the management committee to ensure that the hall is administered in accordance with the trust requirement . Accordingly we are bound to preserve and hereby reserve the right to terminate a hire agreement with you by not less than seven days' notice in writing to you in the event of the hall is 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.

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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 being 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.

(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.

(iv) supervision of all children present who are under 16. In particular they must not be allowed to stay in the kitchen when any food preparation, cooking, clearing up or making of hot drinks is being carried out. (This is to prevent the risk of burns, cuts and other injuries)

As directed by us, you must make good or pay for all damages (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents. Failure to recompense the Village Hall Committee for loss or damages may result in proceeding against you and the termination of the hire agreement between us.

3. Use of premises

You must not use the premises 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 agreement.

3.1. 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. If in doubt seek guidance from the booking secretary.

3.2. Music Copyright licensing

You must satisfy yourself 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).

3.3. 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 you that permission.

3.4. 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 any films shown. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

3.5. Safeguarding children, young people, and adults at risk

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, 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). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

3.6. 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 provided or which is attended by children. You must also comply with our health and safety policy and protect the health and safety of all persons on the premises during your hire period.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Booking 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. In the event of an evacuation the Fire Assembly Point is the gateway to Stonehouse Farm, opposite the junction with Finkle Street. Take care on the road, especially if young people are present.
- The location and use of fire equipment. You will be given an information sheet with a plan of the building showing the location of equipment when you meet the Booking Secretary.
- 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 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 emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

3.7. 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.

3.8. Alcohol & Drunk and disorderly behaviour and supply of illegal drugs

You must not bring any alcoholic drinks into the premises nor allow the sale or resell of alcohol.

If you have requested a bar service then any alcoholic drinks bought must not be provided to allow the consumption to any persons under the age of eighteen. If this is discovered then any persons involved will be asked to leave the premises in accordance with the Licensing Act 2003 and may be reported to authorities.

If you have requested a BYO event and this request has been granted by the hall management then you must not allow the consumption to any persons under the age of eighteen of any alcoholic drink brought into the premises under the strict terms of a "Bring Your Own" (BYO) event.

You must ensure that in order to avoid disturbing neighbours of the hall and to 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. A Village Hall Committee representative will be present or called to any event and 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.

3.9. 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 hall has two refrigerators.

3.10. 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 be appropriately PATs tested, 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.

3.11. Stored equipment

We accept no responsibility for any property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property must be removed at the end of each hiring, and in the event of your failure to dispose of any property brought on to the premises for the purposes of, or in connection with, the hiring we will charge fees for 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 left by you at the premises 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.

3.12. Smoking

You must comply with the prohibition of smoking and vaping 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 or vape does so outside, and disposes of cigarette ends, matches or vape products etc. in a tidy and responsible manner, so as not to cause a fire.

3.13. Accidents

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.

3.14. 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.

3.15. 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. The heating systems in the Hall are controlled remotely and details of contacting the booking secretary to enact any heating changes are provided in the main hall adjacent entrance to the kitchen area. You must not attempt or undertake any changes to thermostats or radiator valves.

3.16. Animals

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

3.17. 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 indemnified us 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.

3.18. 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.

3.19. Wi-Fi Services

Although we aim to offer the best WiFi service possible, we make no promise that it may meet your requirements nor guarantee that the service will be fault free or accessible at all times.

It is your responsibility to ensure that any Wifi enabled devices are compatible and switched on and we are not responsible for any data, messages or pages that you may lose or become misdirected because of interruptions or performance issues with our WiFi service or wireless communications network generally.

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 of the following purposes:
- (ii) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
- (iii) transmitting material that constitutes a criminal offence or encourages conduct that constitute a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or codes of practice;
- (iv) interfering with any other persons use or enjoyment of the WiFi service;
- (v) making, transmitting or storing electronic copies of material protected by copyright without the permission of the owner;
- (vi) 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.

3.20. Termination of the WiFi Services

We have the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any the provisions of the standard conditions stated in 3.19 and without limitation;

- (i) if you use any equipment which is defective or illegal;
- (ii) if you cause any technical or otherwise problems with 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;
- (v) if you use our Wifi service in contravention of the terms of these conditions.

3.21 Privacy and Data Protection

We may collect and store data through your use of our WiFi service.

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.

By using our WiFi service you agree to the terms of the clauses in section 3.19 and 3.20

3.22. 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, at our complete discretion, 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) such hiring would result in unlawful or unsuitable activities taking place at the premises.

(ii) the premises becoming unfit for your intended use.

(iii) 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.

(iv) any such case (i -iii above) you will be entitled to a refund of any monies already paid, but we will not be liable to you for any monies resulting in direct or indirect loss or damages whatsoever.

3.23. End of hire event

You are responsible for leaving the premises and surrounding area in a clean and tidy condition and for the removal of all wastes and waste products generated. The hall must be 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 of £20 or impose the costs for professional cleaning, whichever is the greater.

3.24. Lost Property

Any non-perishable items left behind at the end of the hire will be placed in the Lost Property box located in the rear kitchen area and which is clearly labelled as such. Perishable items will be disposed of. We reserve the right to dispose of any lost property left unclaimed at the premises for more than one calendar month. You may be charged for the cost of dealing with or disposing of lost property.

3.25. 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 consent. 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.

3.26. No tenancy or occupation rights

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

4. Insurance and indemnity

(i) You are liable for:

(a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents.

(b) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WiFi service.

(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, 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, 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 Booking 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 Hall Access arrangements -- Information for all hirers

Opening and closing the village hall

The village hall key will be available from the Booking Secretary and arrangements should be made with the Booking secretary regarding locking up and the safe key return.

Or

The village hall will be opened for your hiring by the booking secretary or another committee trustee member and will be closed for you at the time you have indicated.

Please ensure that any outside caterers or contractors you use are aware of the hire period and that they will not be able to enter before or remain after the hire period unless previously agreed with the Booking Secretary.

Please telephone the Booking Secretary 01946 823772 or 07857 008462 in case of difficulty.

Guests are expected to vacate the premises within fifteen minutes of the end of a hiring. You are responsible for ensuring this.

If food and drinks have been consumed during the event then you are liable for ensuring all crockery and utensils are appropriately and hygienically cleaned and returned to their allotted storage locations and all wastes are collected and appropriately bagged and removed. After the allotted vacation period has elapsed, only those helping to clear up the village hall should be on the premises.

All tables and chairs that have been used and set out in configurations for use during the event must be returned to their storage locations.

Failure to comply with the clearing up requirements may result in cancellation of future hirings and/or an additional charge as laid out in section 3.20.

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 exit, and the Fire Brigade called by dialling 999.

The exact location of the fire exit and fire extinguishers must be noted before the village hall is occupied and should be made known to your guests. (A sketch plan showing these is appended to the Hire agreement form and is also shown at the end of these Terms & Conditions). Note that the Fire Assembly Point is designated as being the Stonehouse Farm gateway, at the junction of Main Street and Finkle Street.

A first aid box is located in the kitchen on the shelf on the Left-Hand side of the door linking the two kitchens.

Power circuits/heating

Please do not alter the heating controls except as directed on the heating instructions. 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.

Hall telephone, Wi-Fi

There is no public telephone on the premises or nearby. You are advised to bring a fully charged mobile telephone for use in case of emergency. There is WiFi; you will be provided with the code.

Car parking

Finkle Street is a narrow public road and must not be obstructed. The station car park should be used to accommodate cars. If the car park is not or cannot be used then please ensure that those attending the hall park their cars in a responsible manner and do not obstruct neighbouring houses, drives or roads.

Consideration for Others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk outside 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.

Cleaning

Please leave the village hall as you would expect to find it, i.e. clean and tidy. Take away any rubbish and bring your own bin bags to do this as there is no bin collection. We do not have a cleaner and rely on volunteers to maintain the building, so it is up to all hirers to do their bit to look after the hall and clean up after themselves (including the toilets!).

The Booking Secretary will show you where cleaning materials are stored. If you find anything missing, or use anything up, please let the Booking Secretary know when you return the keys so that we can replace it. We particularly ask that you ensure tabletops are wiped clean before being stacked.

Further claims may be made against you the hirer if we have to clean up after your hire.

Faults/damage/comments

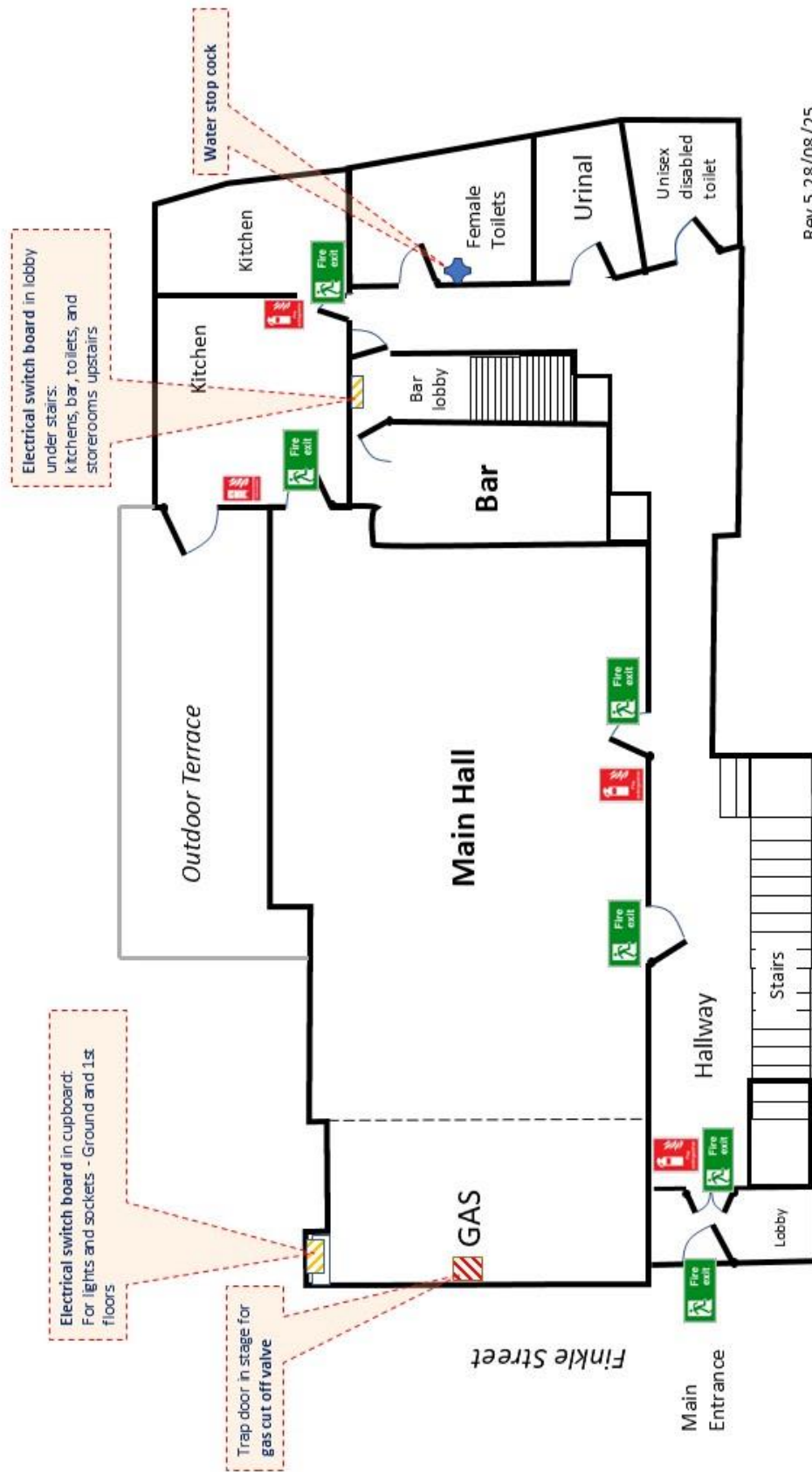
Please report any faults or damage to the Booking Secretary as soon as possible so that they can be rectified quickly. The management committee welcome comments or observations that you may have about your hire of the village hall.

Disabled Access:

A portable ramp is available in the entrance foyer to enable wheelchair access into the premises via the front door. Please ask the Booking Secretary for further details. The ground floor and the main hall are all on the level and easily accessible and the premises has provisions of an accessible toilet for guests with mobility issues or wheelchairs.

Please note that there is limited access to the kitchen areas which require steps to be negotiated. There is no lift to the upper floor facilities which are only accessible via a stone stairway.

St Bees Village Hall - Fire Fighting/Gas/Electrical – Ground Floor



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