

NYCE Hiring Agreement - Section A

DATED

PARTIES

AGREED as follows:

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

1.1 Dates(s) required:

Day(s) Month
Time required (Hours) From
Preparation

1.2 NYCE

(a) Registered Charity No

(b) Authorised Representative

Address

Telephone Number

1.3 Hirer:

(a) Name

(b) Organisation

(c) Name of Organisation's
Authorised Representative

Address

Contact Telephone Numbers

1.4 Hire Fee

Deposit

The Hirer shall pay as deposit at least one third of the cost of the booking. The balance of the booking fee being payable on or before the conclusion of the event for which the premises are hired (the deposit having been paid on the signing hereof).

Balance

Special deposit

This deposit will be refunded within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the NYCE 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 (the deposit having been paid on the signing hereof)

Commercial Use? Yes/No

1.5 Premises

Whole of building

If part of building please specify

Storage of equipment

1.6 Purpose/description of hiring

This will be a public/private event?

1.7 Is food to be provided at the event?

2. NYCE has a Premises Licence authorising the following regulated entertainment and licensable activities. Please confirm which licensable activities will take place at your event:

Activity	The hall is licensed for (must be completed by the committee)	Times for which the activity is licensed (must be completed by the committee)	Indicate activities to take place at your event (must be completed by the hirer)
a. The performance of plays	Yes	09.00 to 00.00(Fri,Sat) 09.00 to 11.00(Sun-Thurs)	
b. The exhibition of films	Yes	09.00 to 00.00(Fri,Sat) 09.00 to 11.00(Sun-Thurs)	
c. Indoor sporting events	Yes	09.00 to 00.00(Fri,Sat) 09.00 to 11.00(Sun-Thurs)	
d. Boxing or wrestling entertainment	No		
e. The performance of live music	Yes	09.00 to 00.00(Fri,Sat) 09.00 to 11.00(Sun-Thurs)	
f. The playing of recorded music	Yes	09.00 to 00.00(Fri,Sat) 09.00 to 11.00(Sun-Thurs)	
g. The performance of dance	Yes	09.00 to 00.00(Fri,Sat) 09.00 to 11.00(Sun-Thurs)	
h. Entertainments similar to those in a – g	Yes	09.00 to 00.00(Fri,Sat) 09.00 to 11.00(Sun-Thurs)	
i. Making music	Yes	09.00 to 00.00(Fri,Sat) 09.00 to 11.00(Sun-Thurs)	
j. Dancing	Yes	09.00 to 00.00(Fri,Sat) 09.00 to 11.00(Sun-Thurs)	
k. Entertainment similar to those in i – j	Yes	09.00 to 00.00(Fri,Sat) 09.00 to 11.00(Sun-Thurs)	
l. The provision of hot food/drink after 11pm	Yes	09.00 to 00.00(Fri,Sat) 09.00 to 11.00(Sun-Thurs)	
m. The sale of alcohol	Yes		

- 2.1 Have you indicated at 2 (m) that alcohol will be available at your event?

If you answer yes to the above question, you will need to seek written authority from the management committee. Please complete Section B.

2.2 The hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.

Main hall	
Committee room	

2.3 Where a licensable activity will take place, the hirer hereby acknowledges 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 agrees to comply with all obligations therein.

2.4 NYCE does **not** have a licence with the Performing Right Society for the performance of copyright music.

3. The Hirer agrees with NYCE to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

4. It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence (see clause 2.3) or that NYCE management committee deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between NYCE and the Hirer.

5. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

As Witness the hands of the parties hereto:

Signed by the person named at 1.2(b) above, duly authorised, on behalf of NYCE Management Committee

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

Please note that signatures do not need to be witnessed.

Standard conditions of hire

These standard conditions apply to all hiring of NYCE. If the Hirer is in any doubt as to the meaning of the following, Booking Secretary should immediately be consulted.

1. Age

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, under this Agreement, relating to management and supervision of the premises are met.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Booking Secretary, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

3. Use of premises

The Hirer shall not use the premises 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.

4. Gaming, betting and lotteries

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

5. Licensable activities

The Hirer shall ensure that the NYCE building holds a Performing Society Right Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity at NYCE the Hirer should ensure that they hold the relevant licence or NYCE holds it.

6. Public safety compliance

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

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

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the building.
- 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.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

7. Means of escape

(a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

(b) 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 switching device).

8. Outbreaks of fire

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.

9. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are **not** provided with a refrigerator and thermometer.

10. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

11. Insurance and indemnity

(a) The Hirer shall be liable for:

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

a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of NYCE management committee and the NYCE employees, volunteers, agents and invitees against such liabilities.

- (b) NYCE shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. NYCE shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of NYCE management committee and NYCE employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
- (c) **Where NYCE does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the NYCE secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the NYCE booking secretary to rehire the premises to another hirer.**

NYCE is insured against any claims arising out of its **own** negligence.

12. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of NYCE management committee **as soon as** possible and complete the relevant section in the NYCE accident book. Any failure of equipment belonging to the NYCE or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. NYCE Booking Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

- 1 Telephone: 0845 3009923
- 2 Facsimile: 0845 3009924
- 3 Website: www.riddor.gov.uk or via the HSE website: www.hse.gov.uk
- 4 Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

13. Explosives and flammable substances

The hirer shall ensure that:

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

14. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

15. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

16. Animals

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

17. Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the NYCE management committee with a copy of their CRB check and Child Protection Policy on request.

18. Fly posting

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

19. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices. Further detail can be found in **Village Hall Information Sheet 34, Sale of goods**.

20. Film shows

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

21. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and NYCE 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 NYCE. NYCE reserves the right to cancel this hiring by written notice to the Hirer in the event of:

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

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

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

22. End of hire

The Hirer shall be 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 NYCE shall be at liberty to make an additional charge.

23. Noise

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

24. Stored equipment

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

NYCE may, use its discretion in any of the following circumstances:

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

25. No alterations

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

26. No rights

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

27. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

28. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises.

NYCE Hiring Agreement - Section B

Application for supply of alcohol at an event at Nailsworth Subscription Rooms

Applicants should complete both pages and return them to the Booking Secretary

I hereby apply to the NYCE Management Committee to authorise the supply of alcohol by the following person (s) at the hall on the following date (s), during the following hours and in the following location (s):

Date(s):_____

Time:_____

Description of event:_____

Person(s) to be authorised to sell alcohol in accordance with the Licensing Act 2003:

Name:.....

Name:.....

- Location(s):
- Main Hall
 - Committee Room
 - Kitchen/Coffee Bar
 - Entrance Hall
 - Garden

Supply of Alcohol

Event Organisers must remember that, amongst other things, the following are offences under the Licensing Act 2003

- The sale or supply of alcohol to children under 18 years of age
- Allowing the sale of alcohol to children under 18
- The consumption of alcohol by persons under the age of 18 on the premises
- Knowingly allowing the consumption of alcohol by persons under 18 years of age on the premises.

The maximum fine on conviction of any of the above is a fine up to level 5 on the standard scale, which is currently £5000.

Event Organisers are further reminded of the four Licensing Objectives under the Act

1. Prevention of Crime and Disorder
2. Prevention of Public Nuisance
3. Public Safety
4. Prevention of harm to children

These objectives must be adhered to throughout all events and the conditions of hire are provided to help you to do this. Please read them carefully.

I hereby undertake to comply with the provisions of the Licensing Act 2003 and to indemnify the management committee for any obligations thereunder.

I undertake to inform the Management Committee as soon as reasonably possible should any issues of concern occur during the event.

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

Name:

Signature:

I hereby authorise the person(s) 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.

Signed on behalf of the NYCE Management Committee:

Name:

Signature: