

# Booking and Hiring

## Policy, Conditions, and Agreement.

Village halls are charitable community facilities available to the public for community-related recreational activities. As such, Hall Committees must have clear documents covering all aspects of hall use and hire. Documentation should include:

- **The hiring policy**, outlining who can use the village hall, for what purpose, and how the policy will be implemented.
- **The Conditions of Hire**, providing the whole terms and conditions of the hire.
- **The Hire Agreement**, to be signed by the hirer and the hall committee, to indicate both parties understand and abide by the Conditions of Hire.

## Hiring Policy.

The hiring policy is a short statement, agreed by the committee, and aligned with the organisation's articles of association or constitution. It should clarify who can hire the hall, for what purposes, and how this is managed.

### Who can use a village hall?

Groups and organisations can use village halls on an occasional or regular basis for different activities that will benefit the community. Examples include playgroups, art clubs, badminton clubs, or any other activity that brings people together for recreational purposes. Most village hall organisations will be recognised as having charitable purposes. The committee decides the timetabling for the activities in the hall, making sure it is used to its best advantage for its charitable purposes. They can however hire the hall to private individuals, as long as any profit goes towards the hall. Private and commercial use must be carefully balanced with charitable community activities and should not override them. The committee needs to apply common sense in managing situations for private or commercial use. For instance, a private party booked in advance should still take precedence over a last-minute request to book the hall for charitable community use. Committees can also include in the hiring policy the right to cancel a regular booking for a one-off event that will benefit the hall. The policy statement may also include the right to refuse a booking and the right to vary charges.

If the hall has charitable status, it is important to ensure that the "public benefit test" can be met.

<https://www.oscr.org.uk/guidance-and-forms/meeting-the-charity-test-guidance/public-benefit/>

## Hire Agreement and Hire Conditions

A clear, written contract between the two parties (hall and hall user) is valuable evidence in the event of any legal action. Sometimes more than one document is used to outline everything involved in the hiring arrangement. The detailed **conditions of hire** may be separate from the overall **hire agreement**.

A hire agreement provides protection to both parties, ensuring that both the management committee and the hirer know their rights and responsibilities.

Scottish commercial leasing (hiring) law is almost entirely based on the common law (law developed through the decisions of the courts). Very little is set out in statute (acts of parliament). The hiring document itself will determine the parties' rights and obligations. To be legally valid, most contracts must contain two elements: **All parties must agree about an offer made by one party and accepted by the other**, i.e documents must be signed by both parties.

Unfair terms must be avoided in the documentation. A term may be unfair if it causes a significant imbalance in the parties' obligations and rights under the contract to the detriment of the consumer, contrary to the requirement of good faith. If it's unfair, it's not binding. For example, a venue requiring a non-returnable deposit, or a 100% cancellation fee would be unfair.

<https://www.tradingstandards.uk/news-policy/news-room/2018/trading-standards-highlight-use-of-unfair-contract-terms-at-wedding-venues-in-scotland/>

If the hire is for an event that falls within the scope of the Public Entertainment Licence the hall committee must alert the hirer to the conditions of the licence, preferably going through them with the hirer.

<https://www.aberdeenshire.gov.uk/media/24467/pel-halls-conditions-pdf-21kb.pdf>

A Hiring Agreement or Conditions of Hire is useful even for known, local organisations, as it informs users about the rules set by the Hall Committee.

### What to include in a contract.

No single hire agreement or hire conditions template will work perfectly for every event, venue, or location. Hall committees must tailor any templates to their own hall's situation. In all cases it is essential the contract is read thoroughly and understood to avoid future problems.

There are many examples of good practice for halls hire online, for Hall committees to tailor to own needs.

<https://www.stavertonvillagehall.co.uk/village-hall-bookings>

Whether the Hire Conditions and Hire Agreement are amalgamated, or exist as two separate documents, the following details should be included:

## **Preamble**

The preamble identifies both parties, their physical addresses, and information such as company registration number, title, reference numbers, plus the proposed event dates.

## **Definitions**

A series of definitions are included, some legal and some specific to the hall, to clarify the terminology used throughout the document. This ensures both parties have a clear understanding of wording of the document, and to avoid repetition throughout the document. Some of the terminology could include;

- Contracting parties - Commonly used descriptions are lessor/lessee and licensor/licensee. The 'lessor/licensor is the venue operator and lessee/licensee is the client.
- Event - Name of the event is specified at the start of negotiations
- Venue - this should identify room names, parts of the venue that are contracted for use.
- Vacate - Everyone must understand exactly what leaving the hall at the end of the event entails. Usually it means the complete removal of everything brought into the hall by the client. Leaving the hall as it was found is the general rule and common requirement and the implications of failing to do so, will probably be documented.
- Hazardous substances - The hall will be bound by health & safety regulations and will require full details of any hazardous substances that might be brought on site and could pose a risk of fire or damage to the venue or the health and safety of people in it.
- Force Majeure - It is a commonly used term used in many contracts and essentially frees both parties from liability or obligation in the event of a problem or circumstance beyond their control, i.e., act of God such as earthquake, flooding etc.

## **Summary of activities**

The contract should describe the event; detail all rooms to be used, stipulate occupancy dates and hours of occupancy, including any 'set up' and take down time. If the time limit set by the venue is exceeded, additional time may be charged for.

The main contract should contain a brief description of the event and then as sometimes happens; the entire event schedule can be detailed in a referenced attachment, together with detailed costs.

## **Vacation Clause**

Arrangements at the end of the let for cleaning, tidying, and leaving and securing the property. Key return

## **Inclusions and Exclusions**

An inclusion clause or section will outline the specific amenities and facilities that are included in the venue hire price. It will specify room, equipment hire etc. To avoid misunderstandings, the contract should ensure any exclusion is listed. It should also specify what additional costs are involved if any excluded services are required.

## **Catering**

The contract should clearly define what food and beverage is included and if this is being supplied by the venue or an external source.

It is recommended that the following statement is included to ensure that food safety regulations are met:

1. Hirers are required to ensure compliance with the Food Safety Act 1990, the Food Hygiene (Scotland) Regulations 2006 and any subsequent related regulations.
2. Hirers are expected to familiarise themselves with the facilities available and to ensure that they are adequate for the purpose intended.
3. Hirers will be required to remove all reasonable waste from the environs of the facility and where necessary make special arrangements for its removal with a licensed contractor before final vacation of the premises.

### **Payments and deposits**

Most halls will require a deposit to secure a large booking, and some may seek staggered payments leading up to the event. Payment schedules will vary according to the individual situation. Payment options must be understood and agreed in advance. In certain circumstances it may be wise to ask for a returnable deposit against damages. Methods of payment, including return of any deposit should be clearly outlined.

### **Hall Charges**

A management committee should, ideally, set its charges to cover the annual running costs and only rely on special fund-raising events for building up funds for larger maintenance items and improvements. Some committees may prefer a policy of keeping letting charges low, but ask for local organisations and others to give full support to big annual activities such as fetes, barbeques, and galas to raise funds for running expenses. In some areas all the organisations are asked to hold a special event once a year to raise funds for the hall.

Charges should be clearly displayed on the relevant documents, on the hall's website, and on other publicity material. The information should be clear about what the charge covers, for example, are heating and lighting costs additional to the hall hire charge.

The following options could be considered:

- Lower rates for long term bookings, rehearsal, and preparation time and off-peak use
- higher rates for those not living in the area and for certain types of activity such as party-political meetings, private functions and commercial use
- Reduced charges should be limited strictly to those organisations that are unable to afford the full rates and not because a club has a strong voice on the committee.
- An all-inclusive charge is simpler, but some halls prefer to make a basic charge for specific accommodation such as the main hall with extra payments for heating and lighting, use of the kitchen, microphone, piano etc.
- Winter charges may be higher than summer.

### **Cancellations**

The contract should be very specific about the terms and costs involved with cancellations and must

be considered fair. Policies on cancellations will vary depending on the size of the event, the notification period and whether a replacement event of the same size and duration can be booked. In general if the client does not fulfil the contracted payment requirements, the venue is under no obligation to hold the space. Each venue will have different requirements for the postponement of an event. Generally, the closer the postponement to the date of the event, the heavier the financial penalty unless the venue can re-sell the space.

### **Insurance**

Hall Committees must be clear on their own insurance responsibilities. If there is any doubt or confusion, the committee should check individual situations with their insurer.

The insurance clause sets out the types and limits of insurance cover both parties to a contract must secure and maintain. This ensures that if something goes wrong, each party is assured that the other can pay for damages or loss for which it is responsible.

### **Damage Clause and Supervision**

This clause lays out roles and responsibilities during the hire, for example:

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 Hall 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. Security on the door during the event could be included here.

### **Indemnification**

The Indemnification clause is intended to manage liability exposure and is commonly used by the venue to ask their clients to indemnify them, their owners, officers and directors from any legal action arising in connection with the client's event, but which is not due to the venue's own negligence.

### **Amendments to the contract**

Any amendments to the original contract should be in writing and agreed to- and signed by both parties.

### **Roles and responsibilities**

In addition to the suggested clauses, the hiring agreement must make clear the roles and responsibilities of both parties for all aspects of the hire. eg. responsibility for licences, including licencing conditions, responsibility for health and safety, food hygiene and electrical testing, insurance, security etc.

**Hall capacity** the maximum number of people who can be in the hall at any time must be made clear. Different numbers will apply based on whether the event is standing, seated, or seated at tables. This can also be shown on a hall plan diagram.

### **Policies**

The hall's policy documents should be made available to hirers.

### **Hall Users' Guide**

The Hall's Users Guide should be made available to hirers, which will provide them with any other relevant information, including emergency procedures, parking arrangements, WIFI password, etc.

### **Halls as Polling Stations for elections.**

Village halls are often used as polling stations, and hall committees should discuss hire charges and all necessary arrangements with the Aberdeenshire Council Elections Coordinator. Charges should take into account the length of the hire, including any set-up and take-down time, plus other costs such as heating. If a hall has multiple rooms, they will not be available for hire during voting hours, and this too should be a consideration when arriving at an appropriate charge.

Elections Coordinator  
Aberdeenshire Council  
Woodhill House  
Westburn Road  
Aberdeen  
AB16 5GB

Email: [elections@aberdeenshire.gov.uk](mailto:elections@aberdeenshire.gov.uk)

<https://www.aberdeenshire.gov.uk/council-and-democracy/elections/where-to-vote>

<https://www.aberdeenshire.gov.uk/council-and-democracy/elections/review-of-polling-districts-polling-places-and-polling-stations>

### **Booking arrangements**

It is essential that a simple, efficient booking procedure is in place to avoid the possibility of double booking and to ensure that hiring agreements are signed and returned.

There are many examples of booking software available online, but these may not be suitable for each hall's specific needs. The MacRobert Hall in Tarland has a tailored online booking system which works well. Get in touch with the hall here if you are interested in more information.

<https://www.tarland.org.uk/macrobot-hall/>

## **Accessing the Hall**

Hall committees should have a secure system to access the building, and many are opting for using a key safe.

<https://keysafe.co.uk/whyp500>

<https://www.caldersecurity.co.uk/should-i-have-an-outdoor-key-safe/>