

Hiring Agreement

DATED

PARTIES

(1) Eastham Memorial Hall

(2)

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

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

AGREED as follows:

1. In consideration of the hire fee described in clause 1.3, the Village Hall agrees to permit the Hirer to use the premises described in clause 1.4 for the purpose described in clause 1.5 for the period(s) described in clause 1.3. The details inserted in sub-clauses 1.1 to 1.5 below and the answers to the questions in sub-clauses 1.6 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 Village Hall

(a) Registered Charity No

1177355

(b) Authorised Representative

Bookings Manager / Secretary

Address

**Eastham Memorial Hall
Eastham
WR15 8NP**

Telephone Number

07580158673

1.2 Hirer:

(a) Name

(b) Organisation

(c) Name of Organisation's Authorised Representative

Address

Contact Telephone Numbers

Email Address

1.3 Hire Fee

(A) INDIVIDUAL EVENTS

Date of hire: _____ Time: _____

_____ hours @ £_____ per hour = £ _____

Special Deposit (refundable if hall left in good condition – see below) £ _____

LESS: Non refundable deposit (50% of the cost of the booking) £ _____ Due by _____

BALANCE £ _____ Due by _____

Commercial Use? Yes/No

- All cheques should be made payable to Eastham Memorial Hall
- Bank Transfer Eastham Memorial Hall Sort Code 20 98 68 Account No 23069907 (Ref your name)

This special 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 Village Hall about noise or other disturbance during the period of the hiring as a result of the hiring.

(B) REGULAR EVENTS

Date of hire: _____ Time: _____

Number of hirings: _____ @ £_____ per session / hour

Total for month / quarter: £ _____

All cheques should be made payable to Eastham Memorial Hall

Bank Transfer Eastham Memorial Hall Sort Code 20 98 68 Account No 23069907 (Ref your name)

Commercial Use? Yes/No

1.4 Premises

Main/Multi purpose/Kitchen

If part of hall please specify

Storage of equipment

1.5 Purpose/description of hiring

This will be a public/private event?

1.6 Is food to be provided at the event?

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

Activity	The hall is licensed for	Indicate activities to take place at your event (must be completed by the hirer)
a. The performance of plays	Yes	
b. The exhibition of films	Yes	
c. Indoor sporting events	Yes	
d. Boxing or wrestling entertainment	Yes	
e. The performance of live music	Yes	
f. The playing of recorded music	Yes	
g. The performance of dance	Yes	
h. Entertainments similar to those in a – g	Yes	
i. Making music	Yes	
j. Dancing	Yes	
k. Entertainment similar to those in i – j	Yes	
l. The provision of hot food/drink after 11pm	Yes	
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 complete and sign Appendix 1, which may be obtained from the Hall Manager.** Alcohol may be supplied free of charge or implied charge with the consent of the Management Committee.

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

Main Hall	160 people (74 people seated)
Multi Purpose	30 people (12 people seated)

2.3 Where a licensable activity will take place, the hirer is advised that there is a copy of the conditions of the Premises Licence in the Main Hall or can be obtained from the Hall Manager. The hirer agrees to comply with all obligations therein.

2.4 The hall has a licence with the Performing Right Society for the performance of copyright music.

2.5 In order to hold a licensable activity on the premises or on part of the premises not covered by the hall's Premises Licence or where a hall does not have a Premises Licence, a Temporary Event Notice (TEN) will need to be given to the licensing authority. The Hirer shall obtain the written consent of the management committee on the form provided for this purpose before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the hall management committee and local voluntary organisations.

3. The Hirer agrees with the village hall 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 the Memorial hall management committee deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Village Hall 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 1.1(b) above, duly authorised, on behalf of the Eastham Memorial Hall's Trustees

Signature: _____ Date: _____

Print name: _____

Signed by the person named at 1.2(a) above or at 1.2(c) above, duly authorised, on behalf of the organisation named at 1.2(b) above, where applicable

Signature: _____ Date: _____

Print name: _____

Standard Conditions of Hire

(N.B. These conditions are based on the model Hiring Agreement drawn up by "Action with Communities in Rural England (ACRE) and approved by the Charities Commission)

These standard conditions apply to all hiring of the village hall. If the Hirer is in any doubt as to the meaning of the following, the Booking Manager should immediately be consulted Tel: 07580158673

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 Manager, 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. The Hirer shall not use drawing pins, staples, sellotape, blu-tack or any sticky substance (except for white-tack) on the walls or other surfaces, and should ask the Hall Manager if notices or decorations are required to be put up. Do not fix decorations near light fittings or heaters. The hirer must remove their decorations and all associated materials before they leave. **N.B. THE USE OF INFLATABLE STRUCTURES OVER 6'6" HIGH, "PARTY POPPERS", "PARTY CANNONS", STREAMERS, CONFETTI OR SIMILAR ITEMS IS NOT PERMITTED** as these can stain the wooden floor walls and equipment.

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 Village Hall holds a Performing Right Society 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 in the village hall the Hirer should ensure that they hold the relevant licence or the village hall 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, the hall's 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 hall's 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 hall. The location and use of fire equipment (diagrams of location are available from the Hall Manager). 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 there are no obvious fire hazards on the premises. Naked flames (e.g. T-Lights or candles) NOT allowed.

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 Hall Manager.

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.

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 the village hall 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 the village hall 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 the village hall management committee and the village hall's employees, volunteers, agents and invitees against such liabilities.
- (b) Eastham Memorial hall 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. The village hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the village hall management committee and the village hall's 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 the village hall 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 Booking Manager. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Manager to rehire the premises to another hirer.

The Memorial hall 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 the Booking Manager **as soon as possible** and complete the relevant section in the village hall's accident book. Any failure of equipment belonging to the village hall 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. The Hall Manager 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:

- Telephone: 0845 3009923
- Facsimile: 0845 3009924
- Website: www.riddor.gov.uk or via the HSE website: www.hse.gov.uk
- 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.

Drunk and disorderly behaviour and supply of illegal drugs

- 15** 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 the Memorial hall trustees. 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 and, from 2010, comply with ISA requirements 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 village hall 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 the village hall's 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.

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 the following hire charges will apply:

Notice of cancellation received:

4 Weeks Prior No Charge

2 Weeks Prior 25% fee Charge

Within 7 days Full charge

The village hall 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) the Village Hall 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 the village hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.