

Hiring Agreement

DATED:

PARTIES:

- (1) The Memorial Hall named in clause 1.2 acting by its management committee ("Memorial Hall").
- (2) The person or organisation named in clause 1.3 ("Hirer").

AGREED as follows:

1. In consideration of the hire fee described in clause 1.4, the Memorial Hall 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 1.8 are terms of this agreement. This Hire Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

Dates(s) required:

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

Lower Halstow Memorial Hall

- (a) Registered Charity No: 302789
- (b) Authorised Representative: Mrs Kay Howard-Challis
Address: 2 Elm Place, Wardwell Lane
Lower Halstow
Sittingbourne, Kent. ME9
Telephone Number: 01795 844408

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 fees 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). **Deposit must be paid in cash.**

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 Memorial Hall 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 hall:

1.6 Purpose/description of hiring (If you intend to hire a bouncy castle please ensure you have insurance and show this to the Booking Secretary.

This will be a public/private event?

1.7 Is food (other than biscuits/cakes) 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	Times for which the activity is licensed	Indicate activities to take place at your event
a. The performance of plays	Yes	Monday-Saturday 08.30-24.00 Sunday 08.30-22.30	
b. The exhibition of films	Yes	Monday-Saturday 08.30-24.00 Sunday 08.30-22.30	
c. Indoor sporting events	Yes	Monday-Saturday 08.30-24.00 Sunday 08.30-22.30	
d. Boxing or wrestling entertainment	No		
e. The performance of live music	Yes	Monday-Thursday 08.30-24.00 Friday, Saturday & New Years Eve 08.30-01.00 Sunday 08.30-22.30	
f. The playing of recorded music	Yes	Monday-Thursday 08.30-24.00 Friday, Saturday & New Years Eve 08.30-01.00 Sunday 08.30-22.30	
g. The performance of dance	Yes	Monday-Thursday 08.30-24.00 Friday, Saturday & New Years Eve 08.30-01.00 Sunday 08.30-22.30	
h. Entertainments similar to those in a - g	Yes	Monday-Thursday 08.30-24.00 Friday, Saturday & New Years Eve 08.30-01.00 Sunday 08.30-22.30	
i. Making music	Yes	Monday-Saturday 08.30-24.00 Sunday 08.30-22.30	
j. Dancing	Yes	Monday-Saturday 08.30-24.00 Sunday 08.30-22.30	
k. Entertainment similar to those in i - j	Yes	Monday-Saturday 08.30-24.00 Sunday 08.30-22.30	
l. The provision of hot food/drink after 11pm	Yes	Monday-Thursday 23.00-24.00 Friday, Saturday & New Years Eve 23.00-01.00 Sunday 08.30-22.30	
m. The sale of alcohol	No		

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 permission from the management committee in order for a bar to be provided by or arranged with the Memorial Hall's Designated Premises Supervisor or for a Temporary Event Notice to be given for the event.

2.2 The management committee will require you to complete a separate form detailing your requirements.

2.3 Where a licensable event is to be held for which the premises, or that part of the premises, are not licensed the hirer shall be responsible for obtaining such authorisation as may be needed.

2.4 The hall does have a licence with the Performing Rights Society for the performance of copyright music.

2.5 If a bar selling alcohol is required 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 Memorial 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 Special Conditions of Hire shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Memorial 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.

5a. Parties for 13 to 19 year olds:- A deposit of two hundred pounds will be required.(any violation will mean losing all the deposit). There should be two door- persons at the door at all times, while the party is in progress. The parties should be invitation only (contact booking secretary to see invitation prior to the party). No Alcohol, even if over 18 years old. Adequate supervision at all times.

As Witness the hands of the parties hereto:

Signed by the person named at 1.2(b) above, duly authorised, on behalf of the Memorial Hall's 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.

Standard Conditions of Hire

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

1. 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 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.

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. 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.

4. Licences

The Hirer shall ensure that the Memorial Hall holds a Performing Society Rights 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 Memorial Hall the Hirer should ensure that they hold the relevant licence or the Memorial Hall holds it.

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, the Licensing Authority 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.

(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.
- 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.

6. 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 remains on at all times.

7. 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.

8. 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 provided with a refrigerator and thermometer.

9. **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.

10. **Indemnity**

(a) The Hirer shall indemnify and keep indemnified each member of the Memorial Hall management committee and the Memorial Hall's employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs 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 (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

(b) The Hirer shall take out adequate insurance if any activity could hurt or injure any member of the public and must insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Secretary to rehire the premises to another hirer.

The Memorial Hall is insured against any claims arising out of its **own** negligence.

11. **Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to a member of the Memorial Hall management committee **as soon as** possible and complete the relevant section in the Memorial Hall's accident book. Any failure of equipment belonging to the Memorial 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 local authority. The Hall Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

12. **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 put up near light fittings or heaters.

13. **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.

14. **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.

15. **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. No animals whatsoever are to enter the kitchen at any time.

16. **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 Memorial Hall committee with a copy of their Child Protection Policy on request.

17. **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 Memorial 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.

18. **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.

19. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Memorial Hall 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 Memorial Hall. The Memorial 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 Memorial 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 Memorial Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

20. 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 the Memorial Hall shall be at liberty to make an additional charge.

21. 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.

22. Stored Equipment

The Memorial Hall 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.

The Memorial Hall may, in its discretion in any of the following circumstances, namely-

- (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose 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.

23. 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 the Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Memorial Hall remain in the premises at the end of the hiring. It will become the property of the Memorial Hall unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

24. No Rights

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

Appendix 1

Special Conditions

These Special Conditions of Hire include provisions required to comply with the Premises Licence issued under the Licensing Act 2003.

These conditions apply to all events at which regulated entertainment or the sale of alcohol takes place and should be inserted into the Hiring Agreement where necessary.

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.

1. Hours of Opening

The premises shall not be used for licensable activities except between the hours of 8.30am and midnight Monday to Thursday, 8.30am and 1.00am Friday, Saturday and New Years Eve or 8.30am and 10.30pm Sunday, unless special permission has been issued by Swale Borough Council and by the management committee.

2. Capacity and Supervision

(a) There shall, in addition to the Hirer, be a minimum of 2 competent attendants on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be not less than 3. 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 use of the fire fighting equipment available, how to call the Fire Brigade and evacuation procedure.

(b) The number of people on the premises shall not exceed 120 for dancing, or 200 seated.

The number of attendants on duty must be as specified in the Village Hall's Premises Licence (and not less than):

two adult attendants for up to 100 persons

three adult attendants for 100-200 persons maximum.

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

3. 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 of the Premises Licence and/or the Operating Schedule relating to management and supervision of the premises are met.

4. Dangerous and Unsuitable Performances

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

5. Film Shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

Appendix 2

Application for consent for a Temporary Event Notice to be given for an event at Lower Halstow Memorial Hall

Lower Halstow Memorial Hall is /is not licensed for the sale of alcohol.

I hereby apply to Lower Halstow Memorial Hall Management Committee for consent to give to the Licensing Authority a Temporary Event Notice to hold the following licensable activities at the hall on the following date(s), during the following hours and in the following location(s):

Date(s):

Time:

Description of event:

Licensable Activities:

Location:

Main Hall
Kitchen
Entrance Hall
Garden

I hereby undertake to comply with the provisions of the Licensing Act 2003 (and any regulations thereunder) as they relate to a Premises User holding a Temporary Event Notice (TEN) and to indemnify the management committee for any obligations thereunder. I undertake, in particular, to notify the Police Authority within the required time and not to allow the sale of alcohol to those aged under 18 or to those who are drunk or disorderly.

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

Name (in capitals):

Signature:

I hereby authorise the person named above to give a Temporary Event Notice to the Licensing Authority for the area for the event described above on the date(s), at the time(s) and in the location(s) specified above.

Signed by the person named at 1.2 (b) of the Hiring Agreement, duly authorised, on behalf of the Lower Halstow Memorial Hall's Management Committee:

Name:

Signature:

Appendix 3

Application for a licensed bar to be provided at an event at Lower Halstow Memorial Hall

(For use only where a Village Hall is licensed for the sale of alcohol.)

I hereby apply to Lower Halstow Memorial Hall Management Committee for _____(insert name of Designated Premises Supervisor) to provide a licensed bar

or

Authorise the sale 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:_____

Persons to be authorised to sell alcohol in accordance with the Licensing Act 2003:

- Location: Main Hall
 Kitchen
 Entrance Hall
 Garden

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) agree to provide a bar for the event described above on the date(s), at the time(s) and in the location (s) specified above or authorise the persons 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 (delete as appropriate)

Signed by the Designated Premises Supervisor appointed by Lower Halstow Memorial Hall Management Committee:

Name:

Signature:

Appendix 4

Information Sheet

Opening and Closing the Memorial Hall

The Memorial Hall keys will be available from the Booking Secretary K Howard-Challis, 2 Elm Place, Wardwell Lane Lower Halstow, 01795 844408 and, after locking up, must be returned there immediately.

The Memorial Hall will be opened by the hirer. Please ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Please telephone K Howard-Challis on 01795 84408 in case of difficulty.

Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After midnight (unless the event is Friday, Saturday or New Year's Eve) only those helping to clear up the Memorial Hall should be on the premises. Failure to comply with this will result in forfeiture of your deposit.

Safety

The Memorial Hall has a No Smoking Policy.

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

The exact location of the nearest telephone(mobile phone), fire exits and fire extinguishers must be noted before the Memorial 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).

Please stack chairs and tables in the hall in the manner shown on the notice.

A first aid box is located in kitchen.

Power Circuits/Heating

The power circuits are located in the electrical cupboard in the ladies toilets. Access to cupboard by key identified by red mark. Please let the booking secretary know if you need the hall to be particularly warm or cold. Do not adjust individual radiators/heaters as this will result in the hall being too cold or hot for subsequent users. Instructions are located on the inside flap of the boiler.

Car Parking

Use the memorial hall car park in first instance and then the public road adjacent, giving consideration to other road users. The lane leading to the Memorial Hall is a public road and this must not be obstructed. Cars are not allowed on the adjoining recreation ground.

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 disturbs local residents local residents.

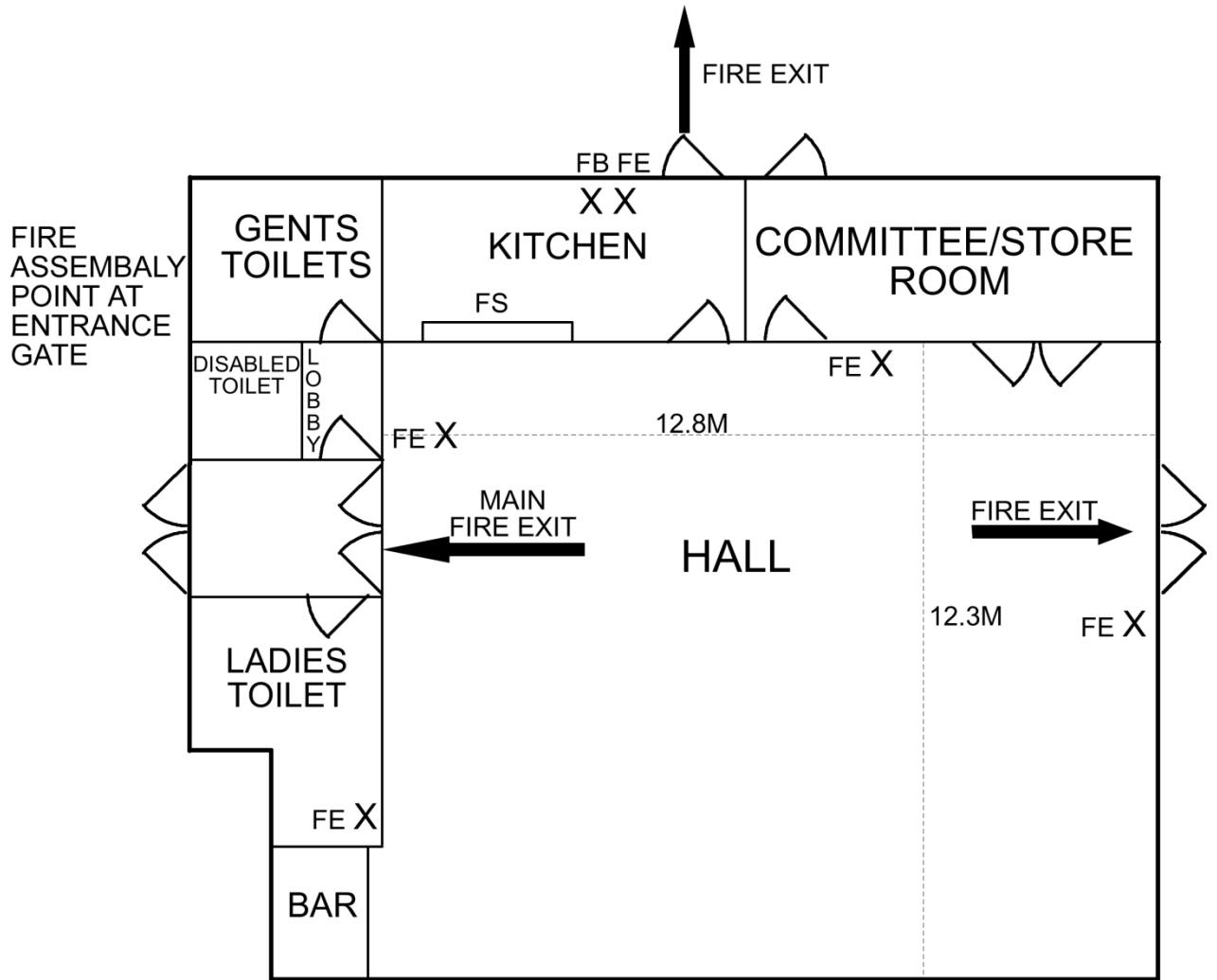
Please do not use drawing pins or sellotape on the walls or other surfaces, use **blu-tack** if you need to put up notices or decorations. Do not fix decorations near light fittings or heaters.

Please leave the Memorial Hall clean and tidy and leave waste in the sacks and take recyclable waste home bins outside or take it home. In particular we ask you to ensure table tops are wiped clean before being stacked in the hall.

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.

Location and Use of Fire Equipment for Hirers



LEGEND

- FE FIRE EXTINGUISHER
- FB FIRE BLANKET
- FS FIRE SHUTTER