

Hiring Agreement (issue 1)

- (1) **Parwich Memorial Hall** acting by its Management Committee.
 (2) **The hirer** named in clause 1.2.

AGREED as follows:

1. In consideration of the hire fee described in clause 1.3, the Memorial Hall agrees to permit the Hirer to use Parwich Memorial Hall for the purpose described in clause 1.4 for the period(s) described in clause 1.1. The details inserted in sub-clauses 1.1 to 1.4 below and the answers to the questions in clause 2 are terms of this agreement. This Hire Agreement includes the Standard Conditions of Hire set out in the attached Schedule.

1.1 Dates(s) required:

Day (s)	<input type="text"/>	Date(s)	<input type="text"/>
Time from	<input type="text"/>	Time to	<input type="text"/>

1.2 Hirer:

Name:

Organisation:

Address:

Contact Telephone Numbers:

- 1.3 **Hire Fee** (payable at time of non user group booking):

£

- 1.4 **Purpose/description of hiring**

2. Your event:

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:

The Hall is licenced for	Times for which activity licensed	Tick if relevant for your event
a. The performance of plays	09:00 – 00:30	
b. The exhibition of films	09:00 – 00:30	
c. Indoor sporting events	09:00 – 00:30	
e. The performance of live music (Mon – Sun)	09:00 – 00:30	
e. The performance of live music (New Years Eve)	09:00 – 01:30	
f. The playing of recorded music (Mon – Sun)	09:00 – 00:30	
f. The playing of recorded music (New Years Eve)	09:00 – 01:30	
g. The performance of dance	09:00 – 00:30	
h. Entertainments similar to those in a – g (Mon - Sun)	09:00 – 00:30	
h. Entertainments similar to those in a – g (New Years Eve)	09:00 – 01:30	
i. Making music	09:00 – 00:30	
j. Dancing (Mon – Sun)	09:00 – 00:30	

j. Dancing (New Years Eve)	09:00 – 01:30	
k. Entertainment similar to those in I – j (Mon – Sun)	09:00 – 00:30	
k. Entertainment similar to those in I – j (New Years Eve)	09:00 – 01:30	

2.1 Will alcohol be for sale at your event?

If you answer yes to question 2.1, the Management Committee will require you to complete Appendix 1.

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.
6. I have read and signed the Standard Conditions of Hire.

Name of hirer (in capitals):

Signature of hirer:

Date:

Signed on behalf of the Memorial Hall's Management Committee:

Name (in capitals):

Signature:

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 Bookings' secretary should immediately be consulted.

1. Hours of Opening

The premises shall not be used for licensable activities except between the hours of 09:00 and 00:30 (01:30 on New Years Eve) unless special permission has been issued by Derbyshire Dales District Council and by the Management Committee.

2. Capacity and Supervision

The number of people on the premises shall not exceed 100 for dancing, or 160 seated.

The number of attendants on duty must not be less than two adult attendants for up to 100 persons. 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.

6. 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.

7. 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.

8. 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.

9. 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

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any activity in the Memorial Hall the Hirer should ensure that they hold the relevant licence or the Memorial Hall holds it.

10. 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. The Memorial Hall has a No Smoking policy.

- (a) The Hirer acknowledges that they will acquaint themselves with the following:
- 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. (see diagram below)
 - Location of fire escapes 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 event the Hirer shall check the following items:
- That all fire exits are 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.

11. 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.

12. 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.

13. 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.

14. 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 to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 14(a) and all claims arising as a result of the hire.

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

15. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the Booking Secretary **as soon as possible** and the Booking Secretary will record the incident and inform the Hall Secretary in case this needs to be followed up. 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).

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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 Management Committee 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.
- (e) A local funeral wake

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.

24. 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.

25. 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.

26. 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 (unless prearranged).

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.

27. 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.

28. No Rights

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

29. Insurance

The Memorial Hall is not insured for certain activities eg firework displays and bonfires, bouncy castles and contact sports including fencing. If you are in any doubt, please inform the Booking Secretary who will check your activity with the insurance company.

Signed on behalf of User group

Name of hirer (in capitals):

Signature of hirer:

Date: