

EASTRY VILLAGE HALL, HIGH STREET EASTRY CT13 0HE

HIRING AGREEMENT

THIS **AGREEMENT** is made on the date (1) and between **THE COMMITTEE** (2) and **THE HIRER** (3) named below whereby in consideration of the sum(s) mentioned (4)

PART A. APPLICATION FOR HIRE

THE COMMITTEE agrees to permit **THE HIRER** to use the premises (5) for the purpose (6) and for the period(s) (7) all described on pages 1 & 2 of this agreement.

- **Date:**

- **THE COMMITTEE: Eastry Village Hall Management Committee:**

Authorised Representative: Booking Clerk

Authorised Representative's Address: Village Hall
High Street Eastry CT13 0HE
Tel:
Email: EVHBooking@outlook.com

- **THE HIRER:**

- Organisation: (if applicable):

- Name of Organisation's authorised representative or individual hirer (Not being a person under 18 years of age)

.....

Address:

.....

Tel No:

- **Hiring Fee: £.....**

Deposit: Between £50.00 & £500.00

The Deposit paid will depend on the type of event and is totally at the discretion of The Booking Clerk.

Total Deposit is to be paid on signing of agreement. This will be refunded after the event assuming no damage has been done or further cost for extra cleaning has been necessary.

Deposits are to be paid by BACS to Eastry Village Hall and subject to the conditions here-in.

SORT CODE – 30-91-91

ACCOUNT NUMBER - 54783660

Hiring Fee of £.....is payable 28 days before the event for which the Hall is to be hired (the deposit of £.....having been paid on the signing hereof).

- **Premises:** Namely: Main Hall (including kitchen) and Stage or 1st floor Meeting Room (delete as appropriate)

- **Purpose of Hiring:**

.....

This will be a private/public event (delete as appropriate)

Period of Hiring:

Date(s):

.....

Hours: From:

To:

Note: To comply with licensing provisions the events must not start before 09:00 or end after 23:00. Set up time is available from 07:30 and the Hall must be cleared and locked by 23:45 except New Year's Eve.

PART B – AGREEMENT

- **THE HIRER** agrees to be present during the hiring and to perform the provisions and stipulations contained or referred to in **THE COMMITTEE'S** Standard Conditions of Hire, Schedule of Special Conditions and the Safety Information for Hirers for the time being in force, as shown on the attached pages hereto, an understanding of which **THE HIRER** acknowledges.
- It is hereby agreed that the Standard Conditions of Hire, Schedule of Special Conditions and the Safety Information for Hirers attached hereto together with any Special Conditions of Hire contained in any Schedule shall form part of the terms of the Hiring Agreement unless specifically excluded in writing by **THE COMMITTEE**.

AS WITNESS the hands of the parties hereto:

SIGNED by the Booking Clerk on behalf of the Eastry Village Hall Management Committee.

Signature:

Date:

SIGNED by the person named at 3(b) as the authorised representative on behalf of the organisation named at 3(a) page 1, or as an individual hirer as applicable.

I declare that the information given in this agreement is correct to the best of my knowledge and I acknowledge that any misstatement or misrepresentation will invalidate the agreement.

Signature:

Date:

STANDARD CONDITIONS OF HIRE

(If THE HIRER is in any doubt as to the meaning of the following, the Hall's Authorised Representative should immediately be consulted)

For the purpose of this document, the term **THE HIRER** shall mean an individual hirer or where **THE HIRER** is an organisation, the authorised representative and shall be those persons specified in Part A of the Hiring Agreement.

- **THE HIRER** will during the period of 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 and garages.
- **THE HIRER** acknowledges that the use of coloured chalk, powders, confetti, pyrotechnic devices and other such items is **STRICTLY PROHIBITED**.
- **THE HIRER** shall not use the premises for any purpose other than that described on the hiring agreement and shall not sub-hire or use the premises or allow the premise to be used for any unlawful purpose or in any unlawful way nor do anything to bring onto the premise anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcoholic liquor thereon without prior permission.
- **THE HIRER** shall be responsible for obtaining such licences as may be needed for the sale or supply of intoxicating liquor. Evidence of the Temporary Event Notice maybe required.
- **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.
- **THE HIRER** shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority and the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment of stage plays.
- **THE HIRER** agrees to supply the **TRUSTEES** with a regularly updated inventory of all equipment stored on the premises if requested.
- **THE HIRER** shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
- **THE HIRER** shall ensure that any electrical appliances brought by him/her to the premises and used there shall be safe and in good working order, and used in a safe manner.
- **THE HIRER shall indemnify THE COMMITTEE for the cost of repairs of any damage done to any part of the property including the curtilages thereof or the contents of the building which may occur during the period of the hiring as a result of the hiring.**
- **THE HIRER** shall report damages/broken equipment or defects to equipment in the DEFECTS BOOK. **This is located on top of the microwave in the kitchen**
- **IF THE HIRER** wishes to cancel the booking before the date of the event and **THE COMMITTEE** is unable to conclude a replacement booking, the question of the payment of the fee shall be at the discretion of **THE COMMITTEE** and on the sliding scale indicated.
- **THE HIRER** shall ensure the minimum of noise is made on arrival and departure.
- **THE HIRER** shall ensure that no dogs, with the exception of guide dogs and assistance dogs, are brought into the hall.

- **THE HIRER** shall be responsible for leaving the premises and surrounds 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 COMMITTEE** shall be at liberty to make an additional charge.
- **THE HIRER** shall ensure that no unsecured cash is to be left on the premises
- **THE COMMITTEE** reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for Parliamentary or Local Government election or by-election, **or for use by the Local Government as an Emergency Shelter** in which case **THE HIRER** shall be entitled to a refund of any deposit **or hiring fee** already paid.
- **IN THE EVENT** of the Hall or any part thereof being rendered unfit for the use for which it has been hired, **THE COMMITTEE** shall not be liable to **THE HIRER** for any resulting loss or damage whatsoever.
- **THE HIRER** shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons have access to the children.
- **THE COMMITTEE** reserves the right to refuse a booking without notice or to cancel this Hiring Agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to **THE HIRER**. **THE HIRER** shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by **THE HIRER** to **THE COMMITTEE** but **THE COMMITTEE** shall not be liable to make any further payment to **THE HIRER**.
- Any comments or observations that you may have regarding your hire should be addressed to **THE COMMITTEE via The Booking Clerk**.

Signed by the person named on page 1 section 3 or 3(b) (or on behalf of the organisation named at 3(a) page 1, where applicable).

I declare that the information given in this agreement is correct to the best of my knowledge and I acknowledge that any misstatement or misrepresentation will invalidate the agreement.

Signature:

Date:

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SCHEDULE OF SPECIAL CONDITIONS

Special Conditions of Hire to comply with the Public Entertainment Licence "The Licence" issued by Dover District Council under the Local Government (Miscellaneous Provisions) Act.

- **THE HIRER** hereby accepts The Licence Special Conditions as displayed on the Hall notice board.
- **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 Licence are met.**
- The premises shall not be used for public entertainment except between the hours of 09:00 and 23:00 unless special permission has been issued by Dover District Council and by **THE COMMITTEE**.
- The Entertainment Licence is to 23:00 only and this coincides with the end of your period of hire. After 23.15 only those helping to clear up the Hall shall be in the Hall and the Hall must be vacated by 23:45. (Except New Year's Eve) Failure to comply with this will result in the forfeiture of your deposit.
- **THE HIRER acknowledges that s/he has received, read and understood the Safety Information for Hirers attached and will implement these requirements in full.**
- There shall, in addition to **THE HIRER**, be a minimum of 3 adult 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 not be less than 4. All persons on duty shall have been instructed to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the firefighting equipment available, how to call the fire brigade and evacuation procedure.
- The number of people on the premises shall not exceed the numbers permitted under the Entertainment Licence granted in respect of the premises, hereinafter called "The Licence".
- Please ask your guests to leave quietly at the close of the event. Car doors banging and loud talk in the Car Park are disturbing to the local residents.
- Please do not put notices etc on the painted walls using sticky tape, blue tac, drawing pins or anything that might damage the decor.
- **Please leave the Hall clean and tidy. In particular we ask you to ensure that the tables are wiped clean and replaced where you found them. Chairs must be stacked no higher than 5 in a stack. Would you please use the trolley provided for the movement of the chairs and ensure when moving tables, either to put them out or put them away, that they are carried by two people. Please do not drag heavy items across the floor.**

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- Reserves the right to refuse or cancel any booking. Provisional bookings shall be held for 14 days only, after which time the booking will be considered lapsed. Eastry Village Hall reserves the right to seek a damage deposit for payment of up to £500 for any function or new group booking. If no damage or excessive cleaning occurs the deposit will be refunded in full within 14 days after the event.
- Will clearly display in the hall details of what should be done in the event of a fire or other emergency.

Cancellations:

We are aware that sometimes, hirers will need to cancel a booking. We operate a sliding scale of charges for cancellations as follows:

1 month prior to booking date - 10% of the hiring cost.

2 weeks prior to booking date – 20% of the hiring cost.

less than a week prior to booking date - 50% of the hiring cost.

I declare that the information given in this agreement is correct to the best of my knowledge and I acknowledge that any misstatement or misrepresentation will invalidate the agreement.

Signature:

Date:

WE WISH YOU A HAPPY & SUCCESSFUL FUNCTION