

Registered Charity No. 523130

Addis Lane, Cutnall Green, Droitwich, Worcs WR9 0NE

## Hiring Agreement

This agreement is made on (the date) (1) between the Committee(2) and the Hirer (3) named below, whereby, in consideration of the sum(s) mentioned (4).

A. The Committee agrees to permit the Hirer to use the premises (5) for the purpose (6) and for the period(s) described below, viz:

1. Date(s) Required: - Day(s) \_\_\_\_\_ Date(s) \_\_\_\_\_  
From \_\_\_\_\_  
Time Required: - From \_\_\_\_\_ To \_\_\_\_\_  
(Hours)  
(To include preparation and clearing up)

2. Management Committee:

(a) Cutnall Green & District Memorial Hall Committee

(b) Authorised Representative(s): Jane Bache

Address: Pennyhill Farm, School Lane, Cutnall Green, Droitwich WR9 0PH

Telephone Number: 01299 851 641

3. Hirer:

(a) Name (If Individual) \_\_\_\_\_

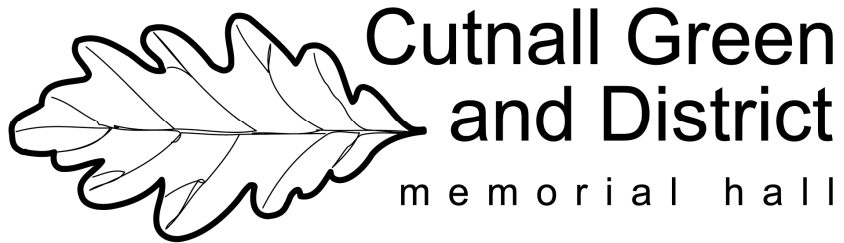
(b) Organisation (If Applicable) \_\_\_\_\_

(c) Name of Organisation's Authorised Representative: \_\_\_\_\_

Note: Person(s) signing must be 18 years of age or over.

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Home \_\_\_\_\_ Work \_\_\_\_\_



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4. Premises: Whole of Memorial Hall
- or
- Main Hall
- Clinton Meeting Room
- Kitchen
- Changing Rooms
- Additional Items

**PLEASE NOTE THAT THE COMMITTEE OPERATE A NO SMOKING POLICY THROUGHOUT THE PREMISES**

5. Purpose of Hiring: This will be a private / public event.

Commercial Use YES/NO *(Delete the appropriate one)*

If yes then the Public Liability Insurance remains the responsibility of the hirer.

Approximate number Adults \_\_\_\_\_ Children \_\_\_\_\_

Maximum number allowed 300 persons standing, 200 persons seated.

6. Will your event require music? YES/NO

7. Is alcohol to be provided at the event(s)? YES/NO

8. Will it be for sale? YES/NO

If yes, please see condition 3 of the Standard Conditions of Hire.

9. Deposit

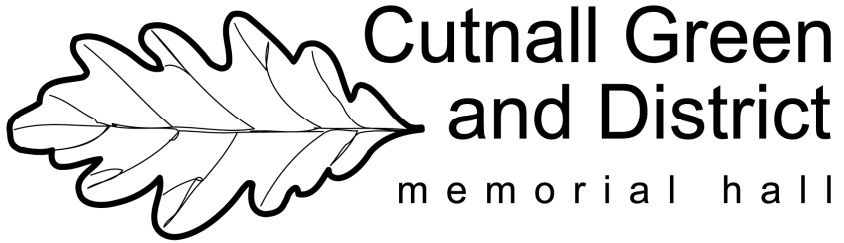
The Hirer shall pay a deposit of £100 against cancellation or damage to be returned with the signed booking form. **The booking will not be considered firm until payment of the deposit.**

Payment of the hire fee should be made 2 weeks before the event.

Repayment of the deposit will be made within 1 week after the event if the hire conditions are adhered to.

In the event of damage the deposit will be retained as the source of funding in the first place.

8. Hiring Fee: £



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**B**

1. The Hirer agrees with the Committee 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" for the time being in force as annexed hereto (an understanding of which the Hirer acknowledges) together with the special conditions set out in the Schedule overleaf if any.
2. It is hereby agreed that the Standard Conditions of Hire attached hereto together with the Special Conditions of Hire, both documents attached hereto shall form part of the Terms of the Hiring Agreement unless specifically excluded.

**As Witness** the hands of the parties hereto:

**Signed** by the person named at 2(b) above on behalf of the Village Hall Management Committee 2(a) above:

.....

**Signed** by the person named at 3(a) (on behalf of the organisation named at 3(b) above, 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.

..... Hirer

Date.....

## Schedule of Standard Conditions

### Cutnall Green and District Memorial Hall Standard Conditions of Hire

(If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Booking Clerk should immediately be consulted.)

**For the purposes of these conditions the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.**

#### 1. Supervision

**THE HIRER** will, 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, entrances, access to Tennis and Cricket Club premises.

#### 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.

When more than one event is taking place at the same time, each hirer must show consideration to the other.

#### 3. Licences

**THE HIRER** shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor, from the Performing Right Society, from Phonographic Performance Ltd or otherwise and for the observance of the same.

#### 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. 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 Local Magistrates' Court or otherwise, particularly in connection with any event which includes the public dancing or music or other similar public entertainment or stage plays.

#### 6. Health and Hygiene

**THE HIRER** shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

#### 7. Electrical Appliance Safety

**THE HIRER** shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner.

#### 8. Indemnity

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**THE HIRER** shall indemnify the committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring. All damage must be reported at the time to the committee.

**THE HIRER** shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Village Hall. (The Village Hall is insured against any claims arising out of its own negligence).

#### 9. Accidents and Dangerous Occurrences

**THE HIRER** must report all accidents involving injury to the public to a member of the Management Committee as soon as possible. Accidents will be recorded in the Accident Book at the Hall. Any failure of equipment either that belonging to the 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 Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

#### 10. Animals

**THE HIRER** shall ensure that no animals (including birds) except guide dogs are brought into the hall, other than for a special event agreed to by the Committee. And no animals whatsoever are to enter the kitchen at any time.

#### 11. Compliance With The Children Act

**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 have access to the children. (See VHIS No.5). Children are not allowed in the kitchen unless supervised by a responsible adult.

#### 12. 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 Hall, and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

#### 13. Sale of Goods

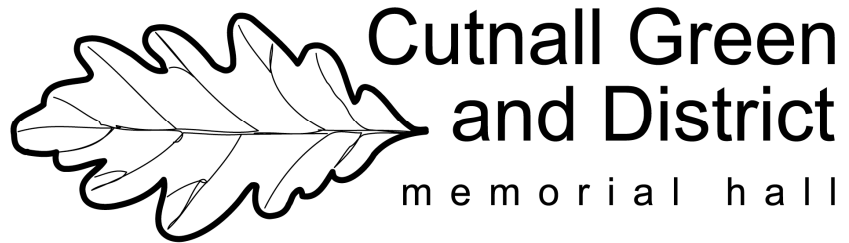
**THE HIRER** shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular; the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

#### 14. Cancellation.

**IF THE HIRER** wishes to cancel the booking then up to 2 months before the date of the event the deposit will be refunded. Thereafter the deposit will be refunded only if a replacement booking is obtained by the Committee. Deposits for New Years Eve will not be refunded in the event of cancellation by the Hirer.

#### 15. Cancellation

**THE COMMITTEE** reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election, in which case the Hirer shall be entitled to a refund of any deposit already paid. The committee shall not be liable to make any further payment to the hirer



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#### **16. Unfit for Use**

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.

#### **17. Refusal of Booking**

**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.

#### **18. 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 committee shall be at liberty to make an additional charge **.All rubbish is to be removed from the premises.**

#### **19. Noise**

**THE HIRER** shall ensure that the minimum of noise is made on arrival during and upon departure.

## **Schedule of Special Conditions**

**The Memorial Hall is licensed under the Licensing Act 2003. When alcohol is sold a temporary event notice is required.**

**For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative**

- 1 The hirer acknowledges that she/he has 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. (Include diagram of location when handing over keys. See Appendix Two).
  - 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
  -
- 2 The hirer acknowledges that she/he has been provided with an Emergency Action Plan detailing the fire protection arrangements for the building and the action to be taken by the hirer before and during events
- 3 There shall be in addition to the hirer a minimum of two adult attendants for each one hundred persons present. All persons on duty shall have been instructed in their essential responsibilities in the event of fire or other emergencies.
- 4 Additional attendants are required if the audience is mostly under 16, or if there are many disabled people present.
- 5 The number of people on the premises shall not exceed 300 for dancing or 200 seated (the number permitted by the fire regulations)

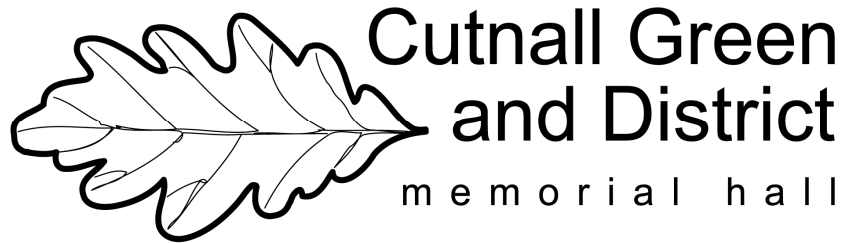
### **Outbreaks of Fire**

6. 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.

### **Dangerous Performances**

7. Performances involving danger to the public shall not be given.

### **Explosives and Flammable Substances**



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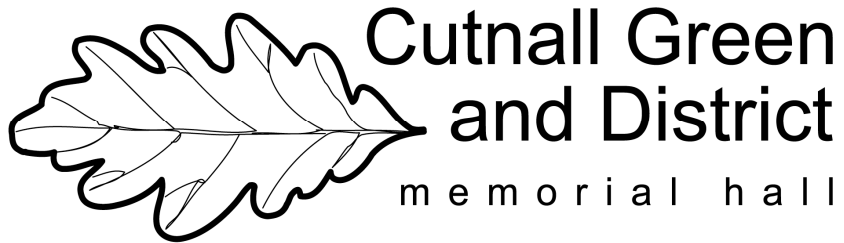
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8. Highly flammable substances shall not be brought into, or used in any portion of the premises.
  
12. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee.

#### **Hours of Use**

- 13 The hours of use are 9.00 AM to 11.30 PM with 30 minutes before and after for preparation and clearing up. Authorisation is required from the committee to extend these times at New Year.





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## **Information Sheet to be given to Hirers**

### **Safety**

In the event of a fire, the 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 Fire Exits and Fire Extinguishers must be noted before the 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) The emergency plan for hirers is attached. Please take time to read and brief your self on this ..

### **Emergency Contacts**

A list of contact numbers is situated on the notice board. These are intended for emergency use only.

### **Car Parking**

The lane leading to the Hall is a public road and this must not be obstructed. The Hall car park will accommodate a good number of cars if they are parked sensibly. Cars are not allowed on the sports field near the Hall.

### **Hall Entertainment Licence**

The Entertainment Licence is to 11.30 p.m. only (unless by other Agreement) this coincides with the end of your period of hire. After midnight only those helping to clear up the Hall should be in the Hall. Failure to comply with this will result in the forfeiture of your deposit.

### **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 are disturbing to the local residents.

Please leave the Hall clean and tidy. In particular we ask you to ensure that the tables are wiped clean before being stacked in the cupboard.

Any comment or observation that you may have regarding your hire should be addressed to the Hall Management Committee.

**WE WISH YOU A HAPPY AND SUCCESSFUL FUNCTION**

# Cutnall Green and District memorial hall

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## Location of Fire Equipment and Exits

