

# 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):

**A. THE COMMITTEE** agrees to permit the HIRER to use the premises (5) for the purpose (6) and for the period(s) (7) all described below:

1. Date: .....

2. On behalf of the Monxton Village Hall Management Committee:  
Authorised Representative Name and Address:

Mrs Penny Kitson of

The New Beeches, Cob Mews, Sarson Lane, AMPORT, Andover, Hampshire, SP11 8AA

Tel: 01264 771227

Mobile: 07770 978947

3. Hirer:  
(a) Organisation (if applicable) .....  
(b) Name and address of organisation's authorised representative or of the individual hirer:  
.....

Telephone .....

4. Hiring Fee: ... .. £

Less deposit ... .. £

Balance ... .. £ payable on or before the

conclusion of the event for which the Hall is hired (the deposit having been paid on the signing hereof).

5. Premises: Whole of Village Hall:  
or  
Part of Hall only, namely: .....

6. Purpose of Hiring: .....  
This will be a private/public event (delete as appropriate)

7. Period of Hiring: Date(s): ..... Hours .....

**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 any Special Conditions of Hire contained in the Schedule overleaf 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 above on behalf of the Village Hall Management Committee see 2 above:

..... Date .....

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

..... Date .....

## MONXTON and AMPORT VILLAGE HALL

### STANDARD CONDITIONS OF HIRE

*(If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary 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. **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.
2. **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 alcoholic liquor thereon without written permission.
3. **THE HIRER** shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor. (A copy of such licences must be handed to the Hall Secretary 24 hours before the event for which the hall is being hired).
4. **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. **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 public dancing or music or other similar public entertainment or stage plays.
6. **THE HIRER** shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.
7. **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. **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.
9. **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 or the repayment of the fee shall be at the discretion of the committee.
10. **THE HIRER** shall ensure that the minimum of noise is made on arrival and departure.
11. **THE HIRER** shall ensure that no dogs except guide dogs are brought into the hall.
12. **AT THE END** of the hiring, 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.

**13. 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.

**14. 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.

**15. 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. There must always be 4 adults present for all children's functions in the Hall

**16. 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.

**To be signed by the person named at 3(b) of the Hiring agreement.**

I confirm I have read these **Standard Conditions of Hire** and that I understand them and agree to adhere to them during the period of hire specified on the Hiring Agreement.

..... Date .....

**Special Conditions of Hire to comply with the Public Entertainments Licence issued under the Local Government (Miscellaneous Provisions) Act 1982/Stage Play Licence issued under the Theatres Act. 1968\***

**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** hereby acknowledges receipt of a copy of the conditions of the Public Entertainments Licence/Stage Play Licence\* for the premises.
2. 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 Public Entertainment/Stage Play Licence\* relating to management and supervision of the premises are met.
3. The **HIRER** acknowledges that she/he has received instruction in the following matters:
  - \* the action to be taken in event of fire. This includes sounding the klaxon, calling the fire brigade and evacuating the hall and the appreciation of the importance of any fire doors and the closing of all fire doors at the time of the fire.
  - \* the location and use of fire equipment
  - \* escape routes and the need to keep them clear
  - \* method of operation of escape door fastenings
4. In advance of the 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.
5. There shall, in addition to the hirer, be a minimum of **TWO** 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 **THREE**. 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.

**Capacity**

6. The number of people on the premises shall not exceed for dancing, or seated (the number permitted under the entertainment licence granted in respect of the premises, hereinafter called 'The Licence'). Namely – Standing a maximum of 110 people. Seated a maximum of 99 people

**Means of Escape**

7. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
8. 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).

### **Outbreaks of Fire**

9. The Fire Service shall be called to an outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee.

### **Dangerous Performances**

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

### **Explosives and Flammable Substances**

11. 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.

### **Heating**

13. 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.

### **Hours of Opening**

14. The premises shall not be used for public entertainment between the hours of midnight and 10.00am unless special permission has been issued by the Test Valley Borough Council and by the Monxton Hall Management Committee authorised representative..

### **Notes**

\* Delete inapplicable licence name

**To be signed by the person named at 3(b) of the Hiring agreement.**

I confirm I have read these **Special Conditions of Hire** and that I understand them and agree to adhere to them during the period of hire specified on the Hiring Agreement.

..... Date .....