HIRE AGREEMENT & CONDITIONS OF HIRE FOR EDLESBOROUGH MEMORIAL HALL

Date of Agreement:

PARTIES

- (1) Edlesborough Parish Council (The Council)
- (2) The person / organisation named below (The Hirer)

AGREED as follows:

In consideration of the hire fee <u>THE COUNCIL agrees</u> to permit the Hirer to use the premises for the purposes and for the periods set out below:

Period of Hiring:

Address:

Telephone number:

Date(s):		
Time required:	From:	To:
Hiring Fee:		

Security Deposit: £50.00 TO BE PAID BY CASH/Bank Transfer enclosed Yes/No

(Returnable subject to Condition 7 overleaf)

Name of Authorised Council Representative

The Hiring Fee: may be paid by cash or direct payment Barclays Bank PLC, Account No: 60828882, Sort Code:

Miss Penny Pataky

01525 229358

15 Summerleys, Edlesborough, Beds, LU6 2HR

20-53-30, Account Name: Edlesborough Parish Council. Please ensure payment is clearly labelled.

The Hiring fee and security deposit both payable prior to commencement of hire period.

Booking will only be confirmed and secured once the deposit and payment has been received.

Email:	manager@edlesborough-pc.gov.uk
Name of Hirer (must be 18 yrs. of age or	
over):	
Address:	
Home Number:	
Mobile Number:	
Email: This will be used to confirm booking & receipt of payment, as well as giving arrangements for collecting & returning the Hall keys	
Premises:	Edlesborough Memorial Hall
Purpose of Hiring: (Give details)	
Please notify when hiring if Music or Films	
are to be used:	
Please notify if you will be using a bouncy	
castle. Please sign to confirm that you	Dimensions of castle:
understand and agree to Condition 1.5 <u>If</u>	
the hirer is using a bouncy castle they	Signature of Hirer:
understand that they must arrange their	
own Public Liability and Personal Accident	Dated:
Insurance, and that the Council accepts no	
responsibility for any accident or injury	
resulting from the use of a bouncy castle.	
Signed on behalf of the Council:	
Signature of Hirer:	

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<u>THE HIRER agrees</u> with the Council to observe and perform the provisions and stipulations contained or referred to in the Council's 'Conditions of Hire' for the time being in force (see below).

Signed on behalf of the Council:	
Signature of Hirer:	

The standard conditions apply to all hiring of the Hall. If the Hirer is in any doubt as to the meaning of the following, the Bookings Secretary should immediately be consulted.

- 1.1 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.
- 1.2 The Hirer, not being a person under 18 years of age, shall be in charge of, and upon, the premises during the entire period of hiring.
- 1.3 There shall be a minimum of 2 persons, neither of whom shall be less than 18 years of age, on duty in the premises when they are being used for public entertainments, including the person in charge. All persons on duty shall have been informed of the procedure to be adopted in case of evacuation of the premises and shall be familiar with the firefighting equipment available.
- 1.4 No unauthorised heating appliances shall be used on the premises.
- 1.5 If the hirer is using a bouncy castle they understand that they must arrange their own Public Liability and Personal Accident Insurance, and that the Council accepts no responsibility for any accident or injury resulting from the use of a bouncy castle.
- 1.6 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 any insurance policies in respect thereof, nor allow the consumption of alcoholic liquor thereon without written permission.
- 2.1 Highly flammable substances shall not be brought into or used in any portion of the premises.
- 2.2 No internal decorations of a combustible nature shall be erected without the consent of the Manager.
- 2.3 No drawing pins, blu-tack or sellotape shall be affixed to the walls.
- 2.4 All means of exit in the premises must be kept free from obstruction and immediately available for instant free public egress.
- 2.5 The emergency exit signs must remain illuminated and visible at all times.
- 2.6 The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the manager.
- 3.1 THE HIRER shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor.
- 3.2 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. THE NUMBER OF PEOPLE on the premises shall not exceed 80.
- 5. THE HIRER shall indemnify the Council for the cost of repair of any damage done to any part of the property including the curtilage, or the contents of the buildings which may occur during the period of hiring as a result of the hiring.
- 6. <u>IF THE HIRER</u> wishes to cancel the booking before the date of the event the hirer agrees to pay the total booking fee for any cancellation made within fourteen days of the date of Hire. If the hirer cancels the booking

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within fourteen and twenty eight days of the date of hire, they agree to pay a charge of 50% of the total booking fee.

- 7. THE PREMISES shall only be used during the hours referred to in this Agreement and 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 Council will be at liberty to make an additional charge.
- 7.1 Any such additional charges resulting from failure to comply with 7 above, may be deducted from the security deposit taken before the hiring period.
- 8. THE COUNCIL RESERVE 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 by-election, in which case the Hirer shall be entitled to a refund of any deposit already paid, but shall not be entitled to any further or additional compensation.
- 9. IN THE EVENT of the Hall or any part thereof being rendered unfit for the use for which it has been hired, the Council shall not be liable to the Hirer for any resulting loss or damage whatsoever.
- 10. ALL COMMERCIAL and business hirers shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire. They shall, on demand, produce the policy and current receipt or other evidence of cover to the Manager. Failure to produce such policy and evidence of cover will render the hiring void and enable the Manager to re-hire the premises to another hirer.
- 11. ALL COMMERCIAL and business hirers shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.
- 12. THE HIRER shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner.
- 13. THE HIRER shall ensure that any activities for children under eight years of age comply with the provisions of The Children's Act 1989 and that only fit and proper persons have access to the children.
- 14. THE HIRER shall ensure that the minimum of noise is made on arrival and departure, particularly late at night or early in the morning.
- 15. THE HIRER shall ensure that no children under the age of 8 enter the kitchen at any time, and that children between the ages of 8 and 14 only do so if they are properly supervised by a person over the age of 18.
- 16. THE HIRER shall be responsible for enforcing a strict no smoking policy within the entire premises.
- 17. The Hall key must be returned immediately after the event otherwise an additional charge may be incurred.
- 18. THE HIRER shall conform to the Fire Risk Assessment Procedures displayed in the Main Hall

Signed on behalf of the Council:

Signature of Hirer:			
Security Deposit Return (to be completed upon return of deposit):			
Amount Cash or Direct Transfer			
(delete as appropriate):			
Signed:			
Print Name:			
Date:			

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