



**COCKERNHOE MEMORIAL HALL**  
**(Charity Reg. No. 302442)**  
**Mangrove Road, Cockernhoe, Near Luton, LU2 8QD**

**Hall Hiring Agreement**

This agreement is made ----day of-----month 2015 between the **Cockernhoe Memorial Hall Management Committee** (“Management Committee”)

**And**

**Name----- (Hirer) Organisation-----**

**Address----- Phone No.-----**

For the hire of Cockernhoe Memorial Hall for the following periods, purpose and hire charge

Date of Hire ----- Time of day from \_\_\_ to \_\_\_

Purpose of use -----

Requirement of permission for alcohol **sales** on premises ----- Yes/No (delete as necessary)

Requirement of permission for alcohol **consumption** on premises -----Yes/No (delete as necessary)

Requirement of permission to play copyright music ----- Yes/No (delete as necessary)

Hire charge\* (see Terms and Conditions 5 below) -----

Security Deposit\* (see Terms and Conditions 6 below) -----

\* NB - Cheques/postal orders should be made payable to “Cockernhoe Memorial Hall” and sent to the Hall Booking Secretary.

**The Hirer** hereby agrees with the Management Committee to observe the Terms and Conditions of hiring the village hall as set out in detail below.

**Signed on behalf of Management Committee** \_\_\_\_\_ **(Print** \_\_\_\_\_ **)**

**Signed by Hirer** \_\_\_\_\_ **(Print name** \_\_\_\_\_ **) Date** \_\_\_\_\_

**This agreement** is subject to the following **Standard Terms and Conditions** of hire and any additional conditions recorded below for this particular use of the Memorial Hall (“Hall Conditions”). No exclusion of any term or condition can apply unless specifically granted in writing by a member of the Management Committee.

**1. Understanding the Hall Conditions**

**The Hirer shall** ensure that he and his assistants have an understanding of the Hall Conditions in force. If the hirer is in any doubt then prior to the hire they should discuss any queries with the Hall Booking Secretary.

## **2. Right of Refusal or Termination**

The Management Committee has the right to refuse or cancel any booking that it believes would not be in the Memorial Hall's interest without the need to give its' reasons. It also has the right to terminate an event if these Terms and Conditions are not met and it has cause for concern. Hirers are requested to pay attention to completing the above sections of this agreement fully and accurately. Also refer to Clause 26 below.

## **3. 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 or in any way to bring disrepute to the Memorial Hall or the Management Committee 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.

## **4. Capacity and Supervision**

The maximum capacity of the hall is 80 persons, or 60 seated at tables, which must never be exceeded. It is the responsibility of the Hirer to arrange adequate supervision and control over their events.

Also see clause 31(ii)(b) below for further details.

## **5. Hire Charge**

A booking deposit of £\_\_ \_\_ (20%) is required at the time of booking. This will be refunded should the event be cancelled 45 days or more before the due date. Cancellation after this period, i.e. less than 45 days before the event, will result in the deposit being forfeited as a cancellation charge. The balance of the hire charge, i.e. £\_\_ \_\_ is due for payment no later than 14 days before the event.

The event will be classed as cancelled if payment has not been made by that date, the deposit forfeited and the hall will then be made available for alternative hire.

## **6. Security Deposit**

A security deposit of £\_\_ \_\_ is required for this particular function. This deposit must be paid no later than 14 days before the event. The event will be classed as cancelled if payment has not been made by that date. The hall will then be made available for alternative hire.

In the event of any liability being deemed by the Management Committee to have arisen under the Supervision clause 7 or the Indemnity clause 16 below then this will be deducted from the security deposit and the balance returned. If the liability under these clauses 7 and 16 exceed the security deposit the Hirer will be liable for the shortfall.

## **7. Supervision**

**The Hirer shall**, during the period of the hiring and directly before and after, 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 and avoidance of any obstruction of the highway. As directed by the Hall Booking 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 occurring.

## **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, and television or by performers in person. If other licences are required in respect of any activity in the Memorial Hall the Hirer should ensure that either 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.

(a) **The Hirer** acknowledges that they have 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.
- 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.

(b) In advance of an 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.

## **11. Means of Escape**

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

(b) 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).

## **12. 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.

## **13. 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 hall is provided with a refrigerator and thermometer.

#### **14. Dogs**

No dogs are to be brought into the hall except trained guide dogs for the blind or those permitted on the premises for dog shows or in connection with organised dog training.

#### **15. 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.

#### **16. Indemnity**

(a) **The Hirer shall** indemnify and keep indemnified each member of the Village Hall management committee and the Memorial Hall's employees, volunteers, agents and invitees against (i) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (ii) 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 (iii) 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 16(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Secretary to rehire the premises to another hirer.

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

#### **17. Accidents and Dangerous Occurrences**

**The Hirer must** report all accidents involving injury to the public to a member of the Memorial Hall management committee **as soon as** possible and complete the relevant section in the Memorial Hall's accident book. 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).

#### **18. 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.

#### **19. 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.

## **20. 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.

## **21. 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.

## **22. 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.

## **23. 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.

## **24. 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.

## **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. **The front door must remain closed at all times.**

## **26. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Village 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 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.

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.

## **27. End of Hire**

**The Hirer shall** be responsible for leaving the premises and surrounding area in a clean and tidy condition **(please take all your rubbish with you)**, 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. The Hirer shall agree to terminate the proceedings at such time as will allow the hall to be vacated in a clean state at the time stated on this application.

As an alternative to cleaning up after the event, providing the cleaning up is reasonable and not exceptional, the Hirer may like to enquire from the Hall Booking Secretary whether a cleaning service is available and at what cost.

## **28. 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.

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.

## **29. 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 Management Committee any damage caused to the premises by such removal.

## **30. No Rights**

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

## **31. Special Conditions (Regulated entertainment and sale of alcohol)**

These Special Conditions of Hire include provisions required to comply with the Premises Licence issued under the Licensing Act 2003.

These conditions apply to all events at which regulated entertainment or the sale of alcohol takes place and should be inserted into the Hiring Agreement were necessary.

The Hirer hereby acknowledges receipt of a copy of the conditions of the Premises Licence and/or Operating Schedule for the premises, in accordance with which the hiring must be undertaken and agrees to comply with all obligations therein.

### **(i) Hours of Opening**

The premises shall not be used for licensable activities except between the hours of 08.00 a.m. and 23.00 p.m. (Monday to Saturday) and 12.00 noon to 21.00 p.m. (Sunday) unless special permission has been issued by North Hertfordshire District Council and by the Management Committee.

**NOTWITHSTANDING THE LICENSED HOURS THE HALL COMMITTEE WILL NOT PERMIT THE HALL TO BE USED AFTER 10.30 P.M. WITHOUT SPECIAL WRITTEN PERMISSION**

### **(ii) Capacity and Supervision**

(a) There shall, in addition to the Hirer, be a minimum of 2 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 18, or if there are many disabled people present, then the number of attendants shall be not less than 4. 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.

(b) The number of people on the premises shall not exceed 80 persons for dancing, or 60 seated at tables (in accordance with the seating plan obtainable from the Hall Booking Secretary).

The number of attendants on duty must not be less than that specified in the Memorial Hall's Premises Licence. The Management Committee retains the right to require the number of attendants to be more than that stated above should they decide it advisable. In this particular case the increased number of attendants required is \_ \_ \_ or not applicable (complete as necessary).

**In the case of performances in the Hall there must be at least one competent attendant for each fire exit.**

**(iii) 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.

**(iv) Vendor of alcohol**

The Management Committee must be satisfied that the person(s) selling alcohol at a function are competent, responsible and qualified to do so and are conversant with the provisions of the Licensing Act 2003.

**(iv) Dangerous and unsuitable performances**

Performances involving danger to the public, or of a sexually explicit nature, shall not be given.

**(v) Film Shows**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

**Contact details for Hall Booking Secretary**

Helen Ford

Chatsworth, Mangrove Road, Cockernhoe, Nr Luton, LU2 8QD

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