



HIRE AGREEMENT DATED

Part 1 Particulars

PARTIES: (1) Winchelsea New Hall registered charity number 235174 acting by its management committee ("NHMC") and (2) The person or organisation named in 2 below ("Hirer").

1. NHMC's signatory is Robert Holland, South Mariteau, Winchelsea TN36 4ES.
Phone: 07462 333558 Email: robertholland077@gmail.com

2. Hirer is: Phone: Email:

3. NHMC agrees to permit the Hirer to use the Premises set out in 4 below on the date, for the purpose and during the hours set out in 5 below in consideration of the Hire Fee set out in 6 below.

4. Premises means the New Hall, Rectory Lane, Winchelsea, TN36 4AA. It includes the use of the adjoining car park but excludes any right of access to or use of the adjoining cricket field.

5. Date, purpose and hours of hiring:

6. Hire Fee: hours at £13.00 per hour =

7. The Hire Fee and any deposits may be made by bank transfer to NHMC's account at Nat West sort code 60 18 09 Account no 59123176 or cheque payable to "Winchelsea Village Hall" or by cash or as specified by NHMC.

8. Advance Booking and Security Deposits are not required unless specified here:

9. NHMC's Representative means the person, firm or company if any appointed as such.

10. It is agreed that Part 2: Standard Conditions of Hire and Part 3: Regulations form part of the terms of this Agreement unless specifically excluded by agreement in writing. In signing this Agreement the Hirer or the Hirer's representative acknowledges receipt of copies of Part 2: Standard Conditions of Hire and Part 3: Regulations and agrees to comply with them.

11. The Hirer agrees to be present (by its authorised representative if appropriate) during the Hire period and to comply fully with this Agreement.

12. Use. The Hirer shall not use the Premises for any purpose other than the purpose set out in these Particulars

13. None of the provisions of this Agreement are intended to and shall not operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

As Witness the hands of the parties:

Signed in facsimile by NHMC's signatory
who is duly authorised on behalf of NHMC

Robert Holland

Part 2: Standard Conditions of Hire

These standard conditions apply to all hirings of the New Hall and form part of the Hiring Agreement concluded with the Hirer. If the Hirer is in any doubt as to the meaning of the conditions, the NHMC's Representative should be consulted.

Deposits and cancellation

1. Booking deposits and security deposits

(a) If this agreement is signed more than 4 weeks before the event, a booking deposit if required shall be paid on signing this agreement and the balance shall be paid 4 weeks before the event. If it is signed 4 weeks or less before the event, the Hire Fee shall be paid in full on signing this agreement.

(b) All booking deposits are non-returnable.

(c) The Hirer may in addition be required to pay a security deposit to cover the cost of any damage, loss or cleaning costs. If a security deposit is required it shall be paid with the final hire fee.

(d) The security deposit will be refunded within 21 days of the end of the Hire period but NHMC shall be entitled to deduct from the security deposit the cost of any damage, loss or cleaning costs reasonably incurred by NHMC in relation to the hire.

2. Bookings and payment

(a) The Hirer must be 21 years old or over and if not known to any member of NHMC may be required to provide proof of identity.

(b) Bookings will only be accepted on a completed Part 1: Hiring Agreement form submitted to the Bookings Secretary together with due payment.

(c) The Hire Fee is calculated in accordance with the hiring rates published from time to time by NHMC. All year round rates for use of the hall are currently: Standard Use £13.00 per hour, Commercial Use £15.00 per hour, Regular User rate £10.00 per hour. Rates for Weddings are available on request.

(d) If payment in full is not received by the due date the booking will be deemed to be cancelled by the Hirer and the Cancellation by Hirer provisions below shall apply.

(e) Payments by cheque will be cashed on receipt. Post dated cheques will not be acceptable.

3. Cancellation by Hirer

If the Hirer wishes to cancel the booking before the date of the event, the question of the payment or the repayment of the fee and any advance booking deposit shall be at the discretion of NHMC.

4. Cancellation by NHMC

NHMC reserves the right to cancel this hiring or in the case of (e) below any session by written notice to the Hirer in the event that:

(a) The Premises are required for use as a Polling Station for a Parliamentary or Local Government or other election or by-election or referendum or similar event; or

(b) NHMC reasonably considers that the hiring is likely to lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or that unlawful or unsuitable activities may take place at the Premises as a result of this hiring; or

(c) The Premises become unfit for the use intended by the Hirer; or

(d) An emergency arises 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; or

(e) Where the Hirer is a Regular User NHMC reserves the right to cancel any session in favour of a one-off event requiring use of the Premises

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the NHMC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

Compliance with statutes

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, and 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

6 No unlawful use

The Hirer must not sub-hire or use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way or do anything or bring anything onto the Premises which may endanger the Premises or render any insurance policies in respect the Premises invalid.

7. 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 1989 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer must provide NHMC with a copy of their Vulnerable Persons Policy on request.

8. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer must ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour care is 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 must not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being excessively drunk or 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.

9. 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.

10. 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, and the organiser's name and address and that any discounts offered are based only on manufacturer's recommended retail prices

11. Performing Rights Licence

The New Hall holds a Performing Rights Society 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 New Hall the Hirer should ensure that they hold the relevant licence or that the New Hall holds it.

12. Premises licence and Temporary Event Notices ("TENS")

(a) The New Hall has a Premises Licence ("Premises Licence") from the Licensing Authority ("LA") authorising the retail sale of alcohol among other things.

(b) If the Hirer wishes to sell alcohol it must first apply to NHMC for consent.

(c) NHMC will not unreasonably withhold consent to Winchelsea residents (and/or clubs, societies and other organisations which are regular users of the Premises) allowing them to hold a licensed bar for the sale of alcohol by retail under the terms of the Premises Licence provided that the bar is supervised at all times by a person authorised to sell alcohol and entry to the event is by invitation only.

(d) In all other cases the Hirer must apply to NHMC for consent for a TEN to be served on the LA, serve the TEN on the LA, provide a copy of the TEN to NHMC, notify NHMC of any objection to the TEN; and display the TEN on the Premises during the Hire period.

(e) Forms of application for a licensed bar and for consent to serve a TEN on the LA can be obtained from NHMC.

(f) Please also see condition 8 above

Other matters

13. No Alterations

No alterations or additions may be made to the Premises and no fixtures may 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 NHMC's Representative.

14. No Rights

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

15. Stored Equipment

NHMC accepts no responsibility for any equipment or other property brought on to or left at the Premises, and all liability for loss or damage is excluded. All equipment and other property (unless otherwise agreed) must be removed at the end of the Hire period.

NHMC may in its discretion 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 such items.

16. No 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 NHMC 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.

17. Indemnity

The Hirer shall indemnify and keep each member of NHMC and the New Hall's employees, volunteers, agents and invitees indemnified against:

(i) the cost of repair of any damage done to any part of the Premises including the curtilage of the Premises 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.

Unless NHMC agrees otherwise, the Hirer must take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph (i) and all claims arising as a result of the hire and on demand must produce the policy and current receipt or other evidence of cover to NHMC's Representative. Failure to produce such policy and evidence of cover will render the hire void and enable NHMC to hire the Premises to another 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 which have been temporarily removed from their usual positions should be replaced. NHMC shall be entitled to make an additional charge in the event of breach of this condition.

PART 3: Regulations

These regulations apply to all hirings of the New Hall and form part of the Hiring Agreement concluded with the Hirer. NHMC reserves the right to add to, vary or remove any regulations as circumstances require. If the Hirer is in any doubt as to the meaning of the following, NHMC's Representative should immediately be consulted

Accidents and Dangerous Occurrences

All accidents involving injury to the public must be reported to NHMC's Representative and entered in the Premises' accident book. Any failure of equipment belonging to the New Hall or brought in by the Hirer must also be reported as soon as possible.

Animals

No animals other than guide dogs may be brought into the Premises, without the consent of NHMC.

Boiler

The boiler and its controls must not be interfered with.

Cleanliness of the hall

At the start of Hire period the Premises should be clean and ready in all respects for your use. Please inspect the Hall on arrival and report any shortcomings to NHMC's Representative as soon as possible.

At the end of the Hire period please ensure that the premises are left fully fit for the next hiring. In particular all surfaces, floors, appliances, equipment and utensils should be thoroughly cleaned and, where appropriate, returned to their proper storage places.

Any damage, breakages or defects should be reported to NHMC's Representative.

Care of the Premises

Tables, chairs, items of equipment etc must on no account be dragged across the floor. Please use the trolley for moving chairs. When not in use chairs should be stacked no more than 5 chairs high and should not be placed in front of the radiators or fire doors.

Shoes or boots which might damage the floor must not be worn.

Curtains must be opened and closed by the ropes and pulleys to the right.

Please do not tape, stick, pin, or otherwise attach decorations, photographs etc to the walls, woodwork, ironwork or fittings.

Care of kitchen

Please observe all relevant food health and hygiene regulations when preparing, serving or selling food. Dairy products, vegetables and meat on the Premises must be refrigerated and stored in compliance with the Food Temperature Regulations. Cooked or uncooked food must not be left on the work surfaces overnight.

Kitchen appliances must only be operated by competent persons over 16 years of age. The cookers, electric kettle and water boiler must be turned off at their wall switches. The fridges and freezer should on no account be switched off. Kitchen equipment should be checked against any inventory provided and should be returned clean to its proper storage places. No more than 3 persons should be in the Washing Up Kitchen when the dishwasher is in use.

Electrical appliances

Please notify NHMC of all appliances which you intend to bring onto the Premises. All such appliances must be previously tested. NHMC may require that they be connected by a qualified electrician. Please ensure that the appliances are 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 please make use of it in the interests of public safety.

Equipment

Any ladders, steps and other equipment owned by the New Hall may be used provided the Hirer notifies NHMC in advance. Anyone using the equipment must understand the correct method of using the equipment and accept that they do so at their own sole risk.

The piano in the hall does not belong to NHMC and must not be used without the owner's consent.

NHMC will accept no responsibility for the Health and Safety checking, condition or use of any property and equipment of third parties left or stored on the Premises.

Escape routes and signs

All means of exit from the Premises should be kept free from obstruction and immediately available for instant free public exit.

The emergency exit signs must not be obscured (for example by bunting) at any time.

Explosives and Flammable Substances

The hirer shall ensure that no highly flammable substances are not brought into or used in any part of the Premises, no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are put up and no decorations are put up near light fittings or radiators.

Fire

The Fire Brigade must be called to any outbreak of fire, however slight, and details of the outbreak must be given to NHMC's Representative.

The Hirer is responsible for ensuring that everyone using the Premises knows of the need to call the Fire Brigade and evacuate the Premises, where the fire equipment is located and how to use it, where the escape routes are and the need to keep them clear and how to operate the escape door fastenings and the importance of closing all fire doors in the case of fire.

Heating appliances

No unauthorised heating appliances may be used on the Premises when open to the public without NHMC's consent. Portable Liquefied Propane Gas (LPG) heating appliances must never be used.

Noise

Please ensure that users make the minimum noise on arrival and departure (particularly late at night and early in the morning).

If using sound amplification equipment, please make use of any noise limitation device available.

The Premises Licence forbids the playing of music after 23.30 hours on Saturdays and 22.30 on other days.

Please adhere strictly to these time limits and keep the sound level of music within bounds during licensed hours.

Removal of rubbish

NHMC does not provide a rubbish removal service. No rubbish is to be left on or about the Premises but must be removed from the Premises at end of the Hire period. A charge will be made for the cost incurred by NHMC in removing rubbish left on or around the Premises at the end of the hire period in breach of this provision