

Hiring Agreement for The Memorial Hall Frittenden

DATED

PARTIES

- (1) The Memorial Hall Frittenden named in clause 2.2 acting by its management committee.
- (2) The person or organisation named in clause 2.3.

AGREED as follows:

1. Throughout this Agreement:

- The Memorial Hall Frittenden named in clause 2.2 is referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include the Hall’s charity trustees, employees, volunteers, agents and invitees
- the person or organisation named in clause 2.3 is referred to as “you”; and “your” is to be construed accordingly; “you” also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees
- where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Bookings Secretary or, if the Bookings Secretary is not available, any of our charity trustees.

- 2.** In consideration of the hire fee described in clause 2.4, we agree to permit you to use the premises described in clause 2.5 for the purpose described in clause 2.6 for the period(s) described in clause 2.1. The details inserted in sub-clauses 2.1 to 2.6 below and the answers to the questions in sub-clauses 2.7 to 2.11 are terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

2.1 Date(s) required:

Day(s)

Month

Time required (Hours)

From

2.2 The Memorial Hall Frittenden

(a) Registered Charity No

(b) Authorised Representative

Address

Telephone/Email

2.3 Hirer:

(a) Name

(b) Organisation

(c) Name of Organisation's
Authorised Representative

Address

Telephone Numbers &
Email

2.4 Hire Fee:

Hire Fee	£
Deposit	£

You must pay as a deposit at least one third of the cost of the booking at the time you sign this Agreement. You must pay the balance of the booking fee on or before the conclusion of the event for which you hire the premises.

Balance	£
Special deposit	£

We will refund the deposit within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents, nor complaints made to us about noise or other disturbance during the period of the hiring as a result of the hiring.

Balance	£
---------	---

Payable on or before the conclusion of the event for which the premises are hired.

Is this a commercial hire? Yes/No

The Memorial Hall Frittenden is held on strict trusts which require the management committee to ensure that the hall is administered in accordance with those trusts. Accordingly, we are bound to preserve and hereby reserve the right to terminate this Agreement by not less than seven days' notice in writing to you in the event of the hall being required on the same date/time for the fulfilment of its charitable purposes. In the event of such termination by us, we will refund to you all monies paid by you to us. We will not, however, be liable to make any further payment to you in respect of expenses, costs or losses incurred directly or indirectly by you in relation to any such termination."

2.5 Premises

Whole of the hall	<input type="text"/>
Meeting Room	<input type="text"/>
Storage of Equipment	<input type="text"/>

2.6 Purpose/description of hiring

- 2.7 Will tickets be sold for your event? Yes/No
- 2.8 Is food to be provided at the event? Yes/No
- 2.9 Is alcohol to be provided at the event? Yes/No
- 2.10 Will there be exhibition of a film? Yes/No
- 2.11 Will live music be performed or recorded music played? Yes/No

3. Capacity

You agree not to exceed the maximum permitted number of people per room including the organisers/performers

Main hall

Committee Room

4. Licences

- 4.1** The hall has a licence with the Performing Right Society (PRS) for the performance of copyright music from Phonographic Performance Licence (PPL)
- 4.2** The hall has a Premises licence authorising entertainment and the sale of alcohol. You hereby acknowledge 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 agree to apply with all the obligations therein. If we believe that a Temporary Event Notice (TEN) would be in our best interests for this hiring, we can require you to give notice of a TEN.

5. You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.
6. We and you hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions imposed under the Premises Licence or that we deem necessary form part of the terms of this Agreement unless we and you agree in writing.
7. None of the provisions of this Agreement are intended to or will 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.

Signed by the person named at 2.2(b) above, duly authorised, on behalf of the Memorial Hall.

Signed by the person named at 2.3(a) above or at 2.3(c) above, duly authorised, on behalf of the organisation named at 2.3(b) above, where applicable.