

## Hire Agreement for regular users of The Memorial Hall Frittenden

This agreement is between

- (1) The Memorial Hall Frittenden named in clause 9.1 acting by its management committee.
- (2) The person or organisation named in clause 9.2.

AGREED as follows:

1. Throughout this Agreement:
  - the Memorial Hall Frittenden named in clause 9.1 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 9.2 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 9.5, we agree to permit you to use the premises described in clause 9.4 for the purpose described in clause 9.4 for the period(s) described in clause 9.3. The details inserted in sub-clauses 9.1 to 9.5 below 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.
3. Capacity

You agree not to exceed the maximum permitted number of people per room including the organisers/performers – main hall 320, meeting room 30.
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, ([see Terms and Conditions](#)) in accordance with which the hiring must be undertaken, and agree to comply with all the obligations therein
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. 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.

7. The person signing this agreement also hereby assumes responsibility in the event of fire. You should refer to item 10 of the associated Standard Conditions of Hire and the diagram of the Hall layout which forms part of the Conditions.
8. We and you hereby agree that the Standard Conditions of Hire ([associated](#)), 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.
9. 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 9.1 below, duly authorised, on behalf of the Memorial Hall.

\_\_\_\_\_ Date \_\_\_\_\_

Signed by the person named at 9.2 below, duly authorised, on behalf of the organisation named at 9.2 below, where applicable.

\_\_\_\_\_ Date \_\_\_\_\_

9. Details of hire

9.1 Our details

The Memorial Hall Frittenden, registered charity number 302746  
Authorised Representative – The Bookings Secretary  
The Street, Frittenden, Kent, TN17 2DD, email contact@frittendenmemorialhall.co.uk

9.2 Hirer

Name\*.....

Organisation\*.....

Address.....

.....

Telephone number.....

Email address.....

\* If hiring on behalf of an organisation, the name specified above must be an authorised representative and the address must be the registered address of the organisation.

9.3 Day and time of regular booking

Day(s).....

Time from.....to.....

Other details e.g. term time only.....

9.4 Activity

Description of activity.....

Space required (please circle)

Whole hall                      Main Hall                      The Sixty-Four Room

Kitchen only                      Other (please specify).....

The kitchen is available for use for preparation of snacks and drinks when hiring the Main Hall or The Sixty-Four Room. For full meal preparation an additional charge is made.

Is food to be provided?                      Y/N  
Is alcohol to be provided?                      Y/N  
Will films be shown?                      Y/N  
Will recorded music be played?                      Y/N

9.5 Hire fee

Hire Fee per session £

Please note that from October to March a supplement will be added to the hire fee to cover the cost of heating: £1 per hour, £2 per session, £5 per full day.

BACS payment (preferred) to:

Bank: Co-operative Bank Plc

Account name: Frittenden Memorial Hall Management Comm (exactly as written)

Sort code: 08-92-99

Account number: 65577387

SAMPLE