



THORPE ST ANDREW TOWN COUNCIL

# HIRE AGREEMENT

**PARTIES:**

- (1) Thorpe St Andrew Town Council ("Town Council")
- (2) The person or organisation named in clause 1.3 ("Hirer").

**AGREED** as follows:

1 In consideration of the hire fee described in clause 1.4, the Town Council agrees to permit the Hirer to use the premises described in clause 1.5 for the purpose described in clause 1.6 for the period(s) described in clause 1. 1. The answers to the questions in clauses 1.7 and 1.8 are terms of this agreement.

1.1 Date(s) required: Day(s)  
Date(s)

Time required (Hours) From:..... To:.....

(Inclusive of Preparation and Clearing away)

1.2 Hirer:

(a) Name .....

(b) Organisation (if applicable).....

(c) Name of Organisation's Authorised Representative:.....  
*Note: Person(s) signing must be 18 years of age or over.*

Address:.....  
.....

..... Telephone Number: Home/Mobile:.....  
..... Email:.....

1.3. Hiring Fee: £..... Deposit: £.....

Balance: £..... Special Deposit: £.....

*This deposit will be refunded 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 during the period of the hiring as a result of the hiring.*

Licence Fee(s):.....(where necessary).

Balance:..... £..... payable on or before the conclusion of the event

For which the premises are hired (the deposit having been paid on the signing hereof)

Commercial Use YES/NO

1.4 Premises:

Whole of Building or Part of Building only namely.....(specify requirements)

Storage of equipment:.....

1.5. Purpose of Hiring: This will be a private / public event. *(Delete the appropriate one)*

**Deposit**

The Hirer shall pay as deposit at least one third of the cost of the booking. The balance of fees being payable on or before the conclusion of the event for which the premises are hired (the deposit having been paid on the signing hereof).

1.6 Will your event require music? YES/NO

1.7 Is alcohol to be provided at the event(s)? YES/NO

Will alcohol be for sale? YES/NO

If yes, you will need to seek written permission from the Broadland District Council for a licence and provide a copy to the Town Council. (See Standard Condition 3.3).

2. The Hirer agrees with the Town Council to be present (by its authorised representative, if appropriate) during the hiring and to perform the provisions and stipulations contained or referred to in the standard conditions of hire ("Standard Conditions of Hire") for the time being in force as annexed hereto (an understanding of which the Hirer acknowledges) together with the Special Conditions (if any) set out in the Schedule overleaf.

- I. It is hereby agreed that the Standard Conditions of Hire together with any Special Conditions of Hire attached hereto together with any Special Conditions of Hire contained in the Schedule overleaf shall form part of the terms of the Hiring Agreement unless specifically excluded.
- II. Non 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

**As Witness** the hands of the parties hereto:

Signed by the person named at 1.2(b) above, duly authorised, on behalf of the Town Council 2:

.....

Signed by the person named at 1.3(a) above or at 1.3(c) above (, duly authorised, on behalf of the organisation named at 13(b) above, where applicable).

.....

Schedule of **Special Conditions**  
(to be attached if necessary)

## Section 3. Schedule of Standard Conditions

These standard conditions apply to all hiring of Town Council buildings. If the Hirer is in any doubt as to the meaning of the following, the Town Clerk should immediately be consulted.

### **3.1 Supervision**

The Hirer shall, during the period of the 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. As directed by the Hall 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.

### **3.2 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 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. No unauthorised heating or cooking appliances shall be used on the premises when open to the public without the consent of the Town Council. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used, nor should LPG gas bottles be used or stored on the premises.

### **3.3 Licences**

The Hirer shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor (an application for which licence cannot be made if the village hall constitution prohibits the sale or consumption of alcohol and should note that Town Council buildings do not hold a licence with the Performing Rights Society).

### **3.4 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.

### **3.5 Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

### **3.6 Health and Hygiene**

The Hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

### **3.7 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, hold a current PAT certificate and used in a safe manner. Where a residual circuit breaker is provided under terms of the PEL or CPL the hirer must make use of it in the interests of public safety.

### **3.8 Indemnity**

The Hirer shall indemnify and keep indemnified the Town Council and Town Council employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises and (b) all claims 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.

The Hirer 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 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 re-hire the premises to another hirer.  
(Thorpe St Andrew Town Council is insured against any claims arising out of its own negligence).

### **3.9 Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to the Town Clerk as soon as possible and complete the relevant section in the building accident book. Any failure of equipment either that belonging to the Town Council or brought on 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 Town Clerk will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

### **3.10 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 Town Clerk. No animals whatsoever are to enter the kitchen at any time.

### **3.11 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 have access to the children.

### **3.12 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 the Town Council 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.

### **3.13 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.

### **3.14 Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the building 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 Town Clerk. The Town Council 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 bye-election.
- (b) the Town Council reasonably considering that (i) such hiring leading 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

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

### **3.15 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 temporarily removed from their usual positions properly replaced, otherwise the Town Council shall be at liberty to make an additional charge.

### **3.16 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.

### **3.17 Stored equipment**

The Town Council 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 agreed 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 Town Council 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
- (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.

**3.18 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 Town Clerk. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Town Clerk remain in the premises at the end of the hiring and become the property of the Town Council or be removed by the Hirer who must make good to the satisfaction of the Town Clerk any damage caused to the premises by such removal.

**3.19 No rights**

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

**As Witness** the hands of the parties hereto:

Signed by the authorised representative named in clause 1.2 of the Hiring Agreement on behalf of the Thorpe St Andrew Town Council.

Date.....Signed:.....

Signed by the hirer, of where appropriate, by the authorised representative of the Hirer named in clause 1.3 of the Hiring Agreement on behalf of the Hirer.

Date:.....Signed:.....

## **Section 4 Schedule of Special Conditions**

### **Special conditions of Hire to comply with the Public Entertainment Licence issued under the Local Government (Miscellaneous Provisions) Act 1982/Theatre Licence issued under the Theatres Act 1968\*.**

4.1 The Hirer hereby acknowledges receipt of a copy of the conditions of the Public Entertainment Licence/Theatre Licence\* for the premises.

4.2 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 Public Entertainment/Stage Play Licence relating to management and supervision of the premises are met.

4.3 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. (Include diagram of location when handing over keys.)
- 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.

4.4 In advance of the 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.

4.5 There shall, in addition to the Hirer, be a minimum of \_\_\_\_ competent attendants on duty on the premises to assist people entering and leaving, none of who shall be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be not less than \_\_\_\_\_. 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.

### **Capacity**

4.6 The number of people on the premises shall not exceed for dancing, or seated (the number permitted under the entertainment or premises licence granted in respect of the premises, hereinafter called 'The Licence').

### **Means of Escape**

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

4.8 The emergency lighting supply illuminating all exit signs and routes is operated by an automatic mains failure switching device.

### **Outbreaks of Fire**

4.9 The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Town Clerk.

### **Dangerous Performances**

4.10 Performances involving danger to the public shall not be given.

### **Explosives and Flammable Substances**

4.11 Highly flammable substances shall not be brought into, or used in any portion of the premises.

4.12 No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Town Clerk.

## **Heating**

4.13 No unauthorised heating or cooking appliances shall be used on the premises when open to the public without the consent of the Town Clerk. Portable Liquefied Propane Gas (LPG) heating/cooking appliances shall not be used, nor should LPG gas bottles be used or stored on the premises.

## **Hours of Opening**

4.14 The premises shall not be used for public entertainment except between the hours of ( ) am and ( ) p.m. unless special permission has been issued by Broadland District Council and by the Town Clerk.

1 The number of attendants on duty must be as specified in the licence (and not less than):

two adult attendants for up to 100 persons, three adult attendants for 100-249 persons and four adult attendants for 250-499 persons

2. Additional attendants are required if the audience is mostly under 16, or if there are many disabled people present.

3. Insert hours specified in the licence.

## **Appendix 1**

### **Sample Information Sheet to be given to Hirers**

#### **Safety**

In the event of a fire, the building should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999. The official muster point is the football training area adjacent to the cricket square on the playing field.

The exact location of the Fire Exits and Fire Extinguishers must be noted before the building is occupied and the manner of opening Fire Doors should be made known to your guests.

#### **Entertainment Licence**

Town Council buildings do not hold an Entertainment Licence, hire periods end no later than 11.45 pm. After midnight only those helping to clear up should be in the building. Failure to comply with this will result in the forfeiture of your deposit.

#### **Consideration for Others**

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents.

Please leave the building clean and tidy. In particular we ask you to ensure that the table tops are wiped clean before being stacked.

Any comment or observation that you may have regarding your hire should be addressed to

The Town Clerk  
Roxley Hall  
Yarmouth Road  
Thorpe St Andrew  
NR7 0QF

**WE WISH YOU A HAPPY AND SUCCESSFUL FUNCTION**