



Thrupton Memorial Hall

Hire Agreement (Revised January 25)

The Hire of the Hall is subject to the following conditions:

1. **No smoking** in the Hall
2. **No stiletto** heels to be worn in any part of the Hall without heel guards.
3. On signing the Hire Agreement and on receipt of the invoice, the Hirer shall pay a deposit of £100 (larger parties and weddings £200) to Thrupton Memorial Hall. This deposit will be returned to the hirers bank account within 5 working days from the completion of the booking.
4. The Hirer will be invoiced 4 weeks before the date of the event and shall pay the Hire Charge in full immediately. In the event that the Hire Charge is not paid in full before this date, the Trustees shall deem the booking to be cancelled and reserve the right to re-let the Hall and consider the deposit forfeited. The Hire Charge includes all utilities (electricity and water) used during the event. Payment should be made ideally through Bank Transfer (all details will be found on the invoice) or by cheque payable to "Thrupton Memorial Hall".
5. The Hire is deemed to start at the point at which the hirer takes possession of the Hall. The charge levied by the Trustees covers access time to the Hall both before and after the event, plus the time for the actual event itself.
6. The Hirer shall be responsible for obtaining the keys from the keysafe to the left of the side entrance to the Hall. The code for the keysafe will be given to the Hirer prior to the event. The Hirer undertakes to maintain the security of the Hall during the hire period, including but not limited to ensuring that doors and windows are secured on completion of the Event and that the keys are returned to the keysafe.
7. The Hirer undertakes to leave the Hall and Hall car park in the same standard of cleanliness as it was at the start of the hire period or event, and to make good or pay for any damage caused, or cleaning that the Trustees, in their discretion deem to be required as a result of the Event. The Trustees shall inspect the Hall within 24 hours and before the use of the Hall by any other party. The deposit is not part of the Hire Charge and all or any part of it shall be retained by the Trustees to meet the cost of making good such damage to, or carrying out such cleaning of, the Hall as they see fit. The deposit, or any balance of it, shall be returned to the Hirer within 5 working days after the end of the hire period or event together with a note giving the reasons for any deduction that has been made.

The term damage includes, but is not limited to, the following:

- The cost of any utility left running on completion of the Event
- Loss of contents (a list of contents is located in the Hall kitchen)
- Damage, whether accidental or otherwise, to the Hall building
- Damage, whether accidental or otherwise to any fixtures or fittings
- Damage, whether accidental or otherwise, to any contents

- Any impairment, whether accidental or otherwise to the decorative order of the Hall
- A state of such uncleanliness that the services of a professional cleaning firm or cleaner is deemed required by the Trustees

This clause is without prejudice to any further rights which the Trustees may have; specifically, if the deposit is not sufficient to meet the costs of making good any damage to the Hall caused during the Hire Period, the Trustees reserve the right to invoice the Hirer, and the Hirer agrees to pay, for the cost of rectifying such damage, provided that:

- a. The Trustees give notice to the Hirer of such damage at least one week prior to authorising remedial work; and
- b. The Trustees obtain at least two quotes for the work to be undertaken and seek to keep the costs incurred to a minimum.

If the Hirer discovers damage to the Hall already existing prior to the hire period or event, it is the Hirer's responsibility to give notice of this to the Trustees prior to the commencement of the hire.

8. The Hirer is responsible for any equipment brought into the Hall for the purpose of the Event (Event Equipment). If any of this equipment is electrical, it shall have no known faults, and have been recently PAT tested. The Hirer shall remove all Event Equipment at the end of the Event, before returning the keys. The Trustees shall not be liable for injury or damage to persons or property caused by the presence or use of Event Equipment. **Bouncy Castles are not allowed**, The Hall insurance DOES NOT cover the use of such equipment. If other small inflatable pieces of equipment are used the floor must be protected.

No portable cooking equipment is to be used in the hall at any time. Any cooking is to be done only in the kitchen. If a B-B-Q is used in the parking area prior permission must be obtained from the Trustees.

No candles to be used on the tables or window sills as these are a fire risk. Electric candles are recommended. Small Birthday cake candles are permitted.

9. The Hirer is responsible for informing those attending during the hire period and event of the fire regulations. The location of Fire the Emergency Exits. (Exits must be kept clear of obstruction at all times) and for ensuring that the front of the Hall is left clear for the emergency services. In case of fire, sound the alarm (situated to the left of the main entrance to the Hall) and vacate the hall as quickly as possible by the nearest exit. Check that everyone has left the building and ring the fire brigade. Do not attempt to use the fire extinguishers if you have not had training. The fire assembly point is over the road in Lambourne Close.
10. The Trustees shall not be liable for any loss of or damage to personal property, either from the Hall or from the Hall car park. Insofar as permitted by statute, the Trustees shall not be liable for any injury suffered by any person in the Hall or the Hall car park.
11. To comply with the Halls Entertainment Licence, all music and entertainment must **end before 11.30pm**. The Hirer shall ensure, as far as practicable, that no nuisance is caused to local residents during the event period, including, but not limited to, excessive noise during the hire period and event and when guests are departing at the termination of the Event and also maintaining a clear highway and not blocking the entrances to neighbouring properties.
12. A licensed bar requires the prior written agreement of the Booking Secretary. If alcohol is to be sold, the Hirer undertakes that all licensing laws shall be observed, and the sale of alcohol stops at 11.00pm, [and all music and entertainment by 11.30pm] and the hall vacated by

- midnight. All matters relating to the organisation and licensing of the bar are the responsibility of the Hirer.
13. At any functions open to the general public there shall be THREE persons over the age of 25 (FIVE persons for functions where the majority of those attending the Event are under the age of sixteen), to have no other duties other than the direction of the attendees and the maintenance of good order.
 14. The Hirer shall arrange for adequate insurance cover suitable for the activities for which the Hall is being hired.
 15. At no time should any notice boards, placards, decorations (including balloons and banners) or other articles be attached to the inside walls in any manner, to any part of the premises, the fixtures or fittings – this includes by Sellotape or White Tac.
 16. The Trustees reserve the right to:
 - a) Charge in full if the event is cancelled less than four weeks before the commencement of the Hire Period and the Hall. If notice of more than four weeks is given the trustees will return the deposit less an administration fee. The deposit paid for Weddings and Large Functions is not refundable
 - b) Cancel this agreement by written notice to the Hirer in the event of the Hall being required for use as a polling station for a Parliamentary or local government election or bye-election. In this event the Hire Charge and deposit will be returned to the Hirer in full.
 - c) Inspect the Hall and to cancel this agreement at any time during the Event if they have any reason to believe that any of clauses 5, 7, 8, 9 or 10 in this agreement has not been, or is not being, met.
 17. Any notice required to be given pursuant to this Agreement shall be in writing and shall be to the Hirer at the Hirer's notified address, or to the Booking Secretary at the address made known for this purpose. Notices shall be either delivered by email or in person, in which case it is deemed to be received on the same day, or by first class post, in which case it shall be deemed received the second day after posting, excluding Sundays and Bank Holidays.
 18. The Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement.
 19. This agreement shall not be assigned to a third party by the Hirer without the prior written consent of the Trustees.
 20. The parties to this agreement shall not be deemed to be in default or otherwise responsible for failures in performance resulting from acts of God; governmental action or inaction; fire; earthquake; unavailability of labour, materials or power; epidemics or other reasons beyond the parties reasonable control.
 21. This agreement shall be governed by and construed in accordance with the laws of England. The courts of England shall have exclusive jurisdiction.