

This hire agreement is made on _____ (dd/mm/yy) between the Management Committee of Brookwood Memorial Halls (Committee) and the Hirer named below whereby in consideration of the sums mentioned below the Committee agrees to permit the Hirer to use the premises specified below for the period specified below subject to the terms attached.

1.	a. Date(s) required (dd/mm/yy) from / to	
	b. Time(s) required (0800– 2359) from – to	
<i>N.B. A separate sheet shall be attached giving times and dates where more than one booking is to be covered by this agreement; Such attachment shall form part of this agreement. Hire periods include preparation and cleaning up time.</i>		

2.	Committee – represented by:	
	Name	
	Address	
	Telephone / email	

3.	Hirer – Organisation name			
	Represented by – Name			
	Address			
	Telephone	(home)	(office)	(mobile)
	email			
<i>N.B Person(s) signing must be over 18 years of age.</i>				

4.	a. Hiring Fee	£
	b. Deposit	£
	c. Special Deposit	£

The Hirer shall pay the Hiring Fee in full at least two weeks prior to the hire date and shall pay the Deposits when making the booking. Cheques should be made payable to BROOKWOOD MEMORIAL HALLS and carry a valid cheque guarantee card number and shall be paid in upon receipt. Cash should be handed directly to the Committee representative and a receipt obtained. Deposits will be refunded to the Hirer within 28 days of the termination of the hire period provided no damage or loss has been caused to the premises or equipment during the hire and providing that the Hirer has not broken the terms of this Agreement. In the event that the repair or replacement cost of any damage or loss exceeds the amount(s) of the deposit(s) the Hirer shall be responsible to the Committee for the balance of such cost. In the event that the Hirer does not leave the Premises by the end of the hire period or in a condition unsatisfactory to the Committee, the costs for the work and time required will be decided by the Committee and deducted from the deposit(s). Should the Hirer cancel the hire, any waiver of hiring fee or deposit refund is at sole discretion of the Committee.

5.	Premises to be hired:	Small Hall	Large Hall	Committee Room
	With use of :	Kitchen	Cooker*	Induction Loop
	<i>Delete as applicable.</i>	Music system	Crockery / Cutlery	Stage-Electrics/Lighting*
			Stage	
<i>N.B. Common areas, car park and facilities may be shared with other hirers. * = extra cost arises</i>				

6.	Purpose of hire:	<i>(describe)</i>
	This will be a private / public event	<i>Delete as applicable</i>

7.	Provided during hire:	Music	YES/NO	Food	YES / NO
		Alcohol to be provided or sold -		YES/ NO	<i>Delete as applicable</i>
<i>NB Supply of alcohol - Hirer is responsible for obtaining a Temporary Event Notice for supply of alcohol from Woking Borough Council after the Committee agrees the Hire and at least 10 days before the Hire.</i>					

8.	The hirer agrees with the Committee to be present during the hiring and to perform the provisions and stipulations contained in or referred to in the Committee’s “Standard Conditions of Hire” for the time being in force as attached (an understanding of which the Hirer acknowledges) together with any Special Conditions of Hire as may be set out in any Schedule annexed hereto. It is hereby agreed that the Standard Conditions of Hire attached with any Special Conditions of Hire attached or herein shall form part of the terms of the Hiring Agreement unless specifically excluded. AS WITNESS the hands of the parties hereto	
	SIGNED for the Management Committee of Brookwood Memorial Halls
	SIGNED for the Hirer (this must be the person named at 3 above) I declare that the information given in this agreement is correct to the best of my knowledge. I acknowledge that any misstatement or misrepresentation will invalidate this agreement.

Brookwood Memorial Halls

Registered charity no 304981 Connaught Road, Brookwood, Woking, Surrey

STANDARD CONDITIONS OF HIRE

(If the hirer is in any doubt as to the meaning of any of the following, s/he should contact the Booking Secretary immediately)

For the purposes of these conditions, the term Hirer shall mean an individual Hirer, or where the Hirer is an organisation, the authorised representative as set out in the Hire Agreement.

1. **SUPERVISION** The Hirer will, during the period of the hiring be responsible for the 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 and access to the premises especially for emergency services. The Hirer will familiarise himself with **fire safety and evacuation arrangements (displayed near entrances)** and will keep emergency exit routes clear, and will nominate and familiarise responsible adults with the arrangements to ensure safety of less able persons. The Hirer will ensure that that no person stands on chairs or tables, or sits on serving counters or stage front.
2. **USE OF PREMISES** the Hirer shall not use the premises for any purposes 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 of the Committee and compliance with all relevant licensing requirements and restrictions. The Hirer shall not allow consumption of alcohol or use of drinking glasses or glass bottles outside the rooms hired. The Hirer shall **not affix decorations** to any part of the premises except using the hooks provided and shall ensure that **no blue tack, "silly string", confetti, spangles, sequins** or other similar materials are used.
3. **LICENSES** The Hirer shall be responsible for obtaining such licenses as may be needed whether for the sale or supply of intoxicating liquor, or from the Performing Rights Society, or from Phonographic Performance Ltd or otherwise and shall be responsible for the observance of same.
4. **GAMING BETTING AND LOTTERIES** The Hirer shall ensure that nothing is done on or relation to the premises in contravention of the law relating to gaming, betting and lotteries.
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 similar public entertainment or stage plays. Premises License conditions are displayed near the entrance. The Hirer shall **not allow any highly flammable decorations, fireworks** or similar materials to be brought onto the premises.
6. **HEALTH AND HYGIENE** The Hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.
7. **ELECTRICAL APPLIANCE SAFETY** the Hirer shall ensure that any electrical appliance brought by him the premises and used there shall be safe and in good working order and used in a safe manner. Where a residual circuit breaker is provided under the terms of the PEL or CPL the Hirer must make use of it in the interests of public safety. The Hirer shall also ensure that any such appliances brought into the premises by another party for use at the event shall comply with the foregoing.
8. **INDEMNITY** The Hirer shall indemnify the Committee for the cost of repair of any major damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring or as a result of the hiring. The Hirer shall be responsible for making arrangements to insure against any third party claims which may lie against the individual or organisation hiring the premises associated with its hire of the premises.
9. **ACCIDENTS AND DANGEROUS OCCURRENCES** The Hirer must report all accidents involving personal injury to a member of the Committee as soon as possible and record it into the Accident Report Book on the premises. Any failure of equipment belonging to the Hall or brought in by the Hirer or another party for the benefit of the Hirer must also be reported as soon as possible and recorded into the Faults Book on the premises. Certain types of accident or injury must be reported on a special form to the local authority.
10. **ANIMALS** The Hirer shall ensure that no animals (including birds) excluding guide dogs are brought onto the premises other than for a special event agreed by the Committee and no animals whatsoever are to enter the kitchen at any time. The Hirer shall ensure that any animal waste resulting from the hire is removed from the premises and grounds which must be left clean and safe.

11. **COMPLIANCE WITH THE CHILDREN ACT** The Hirer shall ensure that any activities including children comply with current legislation and regulations for the protection of children and that only fit and proper persons have access to the children and that children are supervised by the required ratio of adults. The Hirer will ensure that unsupervised children do not enter or use the kitchen, stage, grounds or car park.
12. **FLY POSTING** The Hirer shall not carry out any fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of this condition.
13. **SALE OF GOODS** The Hirer shall, if selling goods on the premises, comply with the Fair Trading Laws and any code of practice used in connection with such sales and the Committee reserves the right to refuse permission for any sale of goods to take place during the hire of the premises.
14. **CANCELLATION** the Committee reserves the right to cancel the booking before the date of the event and the Committee is unable to conclude a replacement booking, the question of the payment or repayment of the fee shall be at the discretion of the Committee.
15. **POLLING STATION** The Committee reserves the right to cancel this hiring in the event of the premises being required for use as a Polling Station for a Parliamentary of Local Government election or by-election in which case the Hirer shall be entitled to a refund of any deposit already paid.
16. **UNFIT FOR USE** In the event that the premises or any part thereof being rendered unfit for the use for which it has been hired, the Committee shall not be liable to the Hirer for any resulting loss or damage whatsoever.
17. **REFUSAL OF BOOKING** The Committee reserve the right to refuse a booking without notice or to cancel this hiring agreement at any time before or during the term of the agreement upon giving 7 days notice in writing to the Hirer. The Hirer shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as having been paid by the Hirer to the Committee and the Committee shall not be liable to make any further payment to the Hirer.
18. **END OF HIRE** The Hirer shall be responsible for leaving the premises and surrounding area in a **clean and tidy condition, floor swept**, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions shall be properly replaced. The Hirer shall remove from the Hall premises all equipment and other materials brought into the Hall by the Hirer or whomsoever for use during the booking and shall **remove from the premises all refuse** arising from the booking. The Committee shall be at liberty to make an additional charge if this is not done. **NOISE** The Hirer shall ensure that the **minimum of noise** is made on arrival and departure of those attending the event. Furthermore, the Hirer shall ensure that noise levels on the premises and in the cartilage of the premises shall not cause a nuisance to the neighbouring properties.
19. **TERMINATION OF HIRE** Any member of the Committee may instruct the **immediate termination of the hire** and immediate evacuation of the premises in the event that the terms and conditions of this agreement are not fulfilled in the opinion of the member.

SPECIAL CONDITIONS OF HIRE

The following Special Conditions of Hire are hereby agreed between the Hirer and the Committee in addition to the Standard Conditions of Hire:

SUPPLEMENTARY PAGES

The following referenced pages form part of this Agreement:

AS WITNESS to agreement of the Standard and Special Conditions of Hire above,
the hands of the parties hereto:

SIGNED

For the Management Committee of Brookwood Memorial Halls

SIGNED

For the Hirer (this must be the person named at 3 above)