

**AGREEMENT FOR HIRINGS OF
MOBBERLEY VICTORY HALL**

DATE:

PARTIES:

(1) The Trust Deed Committee of Mobberley Victory Hall acting by its Hiring Officer.

(2) []

of

[] ("the Hirer")

The Trust Deed Committee permits the Hirer to use the Victory Hall as is designated in paragraph 3 below on the following terms and conditions:

a. Purpose of Hiring:

b. Period of Hiring:

Date(s):

Hours from to ("the session")

c. Hiring fee: £

Deposit: £

d. Date(s) of payment of Hiring fee:

e. The Hirer agrees to observe and perform the terms and conditions contained or referred to in the TDC's Standard Conditions of Hire for the time being in force as attached hereto.

SIGNED by

For and on behalf of the TDC

SIGNED by

For and on behalf of the Hirer

THE TRUST DEED COMMITTEE STANDARD CONDITIONS OF HIRE OF THE PREMISES

1. A deposit of either £50 for a single day event or £250 for a wedding weekend is required to secure the booking. The balance should be paid within 2 months or for a booking within that timescale along with the deposit. No hiring will be booked and the Hirer will have no right to use the hall and facilities until all such payments have been made in full at the times stipulated. **A separate holding deposit of £100 is required; this is returnable subject to the hall, kitchen and toilets being returned in an acceptable condition and all other terms of the hire agreement being adhered to.**

Payment may be made by cheque (payable to Victory Hall), cash, card or on line (sort code 60-12-30, account 32275412 – please remember to put your surname in as a reference)

2. If the Hirer wishes to cancel the full fee is due if cancellation is made within one month of the booked date, 50% if within two months.
3. **Access to the premises is provided via a key-box fixed beside the side door entrance for which a code will be issued. It is important that hirers and any of their contractors recognise that the site is often unoccupied. Do not assume someone is there to provide access. Access outside of the hired period is not always possible due to use by other hirers.**
4. If the Hirer is permitted to store equipment in between sessions, it must be stored in such place and such manner as indicated by the TDC and only for so long as is permitted by the TDC subject to payment of any storage charge. No article that is dangerous or unsuitable may be stored.
5. The TDC 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 stored equipment) must be removed at the end of each session or fees will be charged for each day or part of a day at the hire fee per session until the same is removed. The Hirer shall indemnify and keep the TDC and its or their employees or agents and invitees indemnified against 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.
6. 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 remove the same within 7 days after the agreed storage period has ended;

- 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 – the TDC may, in its discretion, 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.
7. The TDC maintains public liability insurance for the building but it is the responsibility of the Hirer to manage their event in a safe manner and to carry appropriate insurance for any claims arising out of the hire. The Hirer may be required to produce the policy and current receipt or other evidence of cover to the Hiring Officer.
8. No literary dramatic musical film or video work shall be performed or shown at the premises without obtaining all necessary copyright licences and theatre film video and public entertainment licences. No such work shall be performed or shown without the prior approval of the Hiring Officer and no alteration to the work shall be made after such approval. The site maintains PRS and PPL licenses for routine musical recitals, performances and background music.
9. **Users would be expected to use the Memorial Club Bar for which the Club Manager holds a liquor licence.** The Hirer may supply for use (but not sell) at their event up to 50 bottles of wine or champagne-equivalent for which £100 corkage will be charged. Any quantity over 50 bottles must be purchased from the Memorial Club Bar. If it is intended to sell alcohol as part of a fundraising event this must be approved by the TDC committee in order for corkage to be waived, and a Temporary Events Notice (TEN) must be obtained by the event organiser with any associated conditions of their license being adhered to. Any contravention of this point will be deemed to be a breach of this hiring agreement and the hirer may be personally liable for the consequences of contravening the licensing laws governing the hire of the Victory Hall. No alcohol may be consumed, other than that bought at the Memorial Club Bar, or for which corkage has been paid, except in the event that the Hirer has, with the approval of the TDC, obtained at TEN.
10. The Hirer shall during the hiring be responsible for supervision of the premises, protection of the fabric and contents, safety from damage however slight and the behaviour of all persons using the premises whatever their capacity and for ensuring the persons leaving the premises during or following the hiring shall do so in an orderly manner and in such a way as not to cause nuisance or annoyance to owners or occupiers of nearby premises. The Hirer is also responsible to ensure that all persons on the premises are complying with the terms of point number 8 above.
11. As directed by the Hiring Officer, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents.

12. The Hirer shall not use the premises for any purpose other than that permitted under the hire agreement and will not without obtaining the prior consent of the Hiring Officer use or enter the premises at any times other than those permitted under the hiring.
13. The Hirer shall not assign the benefit of the hire agreement. The Hirer shall not share the use of the premises with any other person or organisation unless a member or invitee of the Hirer permitted to use the premises under the hiring.
14. The TDC reserves the right to terminate forthwith any entertainment activity or meeting permitted under the hire that is not properly conducted. The Club Manager will monitor events to ensure compliance to the terms of this agreement.
15. 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 Hiring Officer. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the TDC remain in the premises at the end of the hiring and become the property of the TDC or be removed by the Hirer who must make good to the satisfaction of the TDC any damage caused to the premises by such removal.
16. The hiring may be determined by notice given by the Hiring Officer if any fee, storage charge or deposit due under the hiring agreement is not paid on time or any of these conditions are not complied with by the Hirer but without prejudice to any claim by the TDC against the Hirer for such non-payment or non-compliance.
17. The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.
18. The Hirer shall ensure that nothing is done in or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
19. To conform to fire regulations, no more than 150 persons per function can be allowed in the Hall. This includes any performers, guests or audience members. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public access. **It is very important that the hirer takes personal responsibility or assigns to another the role of responsible person**, familiarises themselves with the fire exits, assembly points and warning bell. There are fire extinguishers but the priority must be to evacuate the building as soon as possible and call the fire brigade.