

# HENLEY IN ARDEN WAR MEMORIAL TRUST MEMORIAL HALL HIRING AGREEMENT

REVISED July 2024

*Maintaining and developing Henley's cultural, leisure and sporting legacy*

Registered Charity 219334

Hirer agreement setting out the responsibilities of hirers and the Henley in Arden War Memorial Trust Memorial Hall Management Committee

## 1. INTRODUCTION

All hirers are acknowledged as partners in the delivery of a community service that falls within the aims and objectives of the Trust to the town of Henley and the surrounding district jointly with the Trustees.

## 2. DEFINITIONS AND INTERPRETATION

In this document the following expressions have the following meanings:

- 2.1 'Accessways' means the roads and paths to the Premises, the use of which is necessary to obtain access to the egress from the Hall or those of them that afford reasonable access, entry and exit.
- 2.2 Management Committee means the committee that administers the Hall. Its responsibilities being set out in the rules approved by the Trustees of the Henley in Arden War Memorial Trust.
- 2.3 'The Hirer Fee' means such amount as the management Committee from time to time determine in its absolute discretion as set out in the Rules.
- 2.4 'A Hirer' is a person, club or organisation that hires the hall.

## 3. HIRERS' UNDERTAKINGS

- 3.1 'Each Hirer must pay The Hire Fee to the trust at a time agreed by the hirer and Hall Manager. Such fees to include discretionary security deposit asked of hirers not known to the hall.
- 3.2 The Hirer must not bring any furniture, equipment, goods or chattels onto the Property without the consent of the Management Committee, except as is necessary for the exercise of the activities set out in the aims of each Hirer, Club or organisation.
- 3.3 The Hirer must keep the premises clean and tidy and clear of rubbish and leave them in a clean and tidy condition.
- 3.4 The Hirer must not obstruct the accessways, or make them dirty or untidy, or leave any rubbish on them.
- 3.5 The Hirer must not display any signs or notices at The Hall without the prior consent of the Management Committee.
- 3.6 The Hirer must not use the Premises or the Accessways for activities that are dangerous, offensive, noxious, noisome, illegal or immoral or in such a way to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Premises or adjoining or neighbouring property or to occupiers or hirers of any adjoining or neighbouring property.
- 3.7 The Hirer must:
  - 3.7.1 comply with the terms of any Act of Parliament, regulation, licence or registration authorising or regulating the use of the Premises.
  - 3.7.2 Do everything necessary to obtain any licence or registration required by law for using the Premises for the use allowed by this agreement, including paying all fees.
- 3.8 The Hirer must not use the Premises and Accessways or any part thereof for the purpose of fundraising events other than those which are specifically for the benefit of the Hirer without the consent of the Management Committee.
- 3.9 The Hirer must not do anything that will or might constitute a breach of the statutory requirements affecting the Premises or that will invalidate any insurance of the Premises.
- 3.10 the Hirer must:
  - 3.10.1 observe any rules and regulations the Management Committee make and notifies to the Hirer from time to time, governing the use of the premises or the Accessways.
  - 3.10.2 not in any way impede the Management Committee or its servants or agents in the exercise of its rights of possession and control of the Premises and each and every part of the Premises.
  - 3.10.3 observe the hall's policy for the health and safety of members and visitors; this will include appropriate risk assessments for their activities. The policy will be entirely compatible with the Policy adopted by the Trust. Hirers will confirm this compatibility by signing the second copy of this form.

3.10.4 where required hirers will have an up-to-date policy for child, young persons and vulnerable adult protection. The policy will be entirely compatible with the Policy adopted by the Henley in Arden War Memorial Trust. All officers, leaders, coaches who have direct contact with children or vulnerable adults will have a current DBS check. Hirers will confirm this compatibility by signing a second copy of this form.

#### **4. THE TRUSTS' UNDERTAKINGS**

The Trustees undertake:

- 4.1 So long as the Hirer does not contravene any term of this agreement, to agree that the Hirer may use the Premises, and Accessways for the purpose and at the times set out in the form below without interference from the Trustees.
- 4.2 To insure and keep insured the premises against third party liability and will whenever required produce to the Hirer on demand the policy or policies of insurance. An apportioned amount of the cost will be contained with the Hirer Fee.
5. The Hirer may use The Hall at times arranged with the Management Committee providing:
  - 5.1 the agreed fees are paid at the times agreed by the hirer and the Management Committee.
  - 5.2 The rules that may be agreed from time to time by the Management Committee are adhered to.
  - 5.3 Nothing takes place that will or might constitute a breach of the satisfactory requirements affecting the premises or that will invalidate any insurance of the Memorial Hall.
  - 5.4 Comply with the terms of any Act of Parliament, regulation, licence or registration authorising or regulating the use of the Memorial Hall.
6. Cancellation of this agreement  
The Hirer may cancel this agreement giving two weeks' notice without forfeiting the fee but the ending of the agreement within two calendar weeks of the event does not cancel any outstanding obligation of the Hirer to the Management Committee. They may cancel this hiring at any time if circumstances arise making the use of the Memorial Hall impossible. No fee will be charged but the Management Committee have no liability to compensate the Hirer for any resulting loss.
7. Assignment prohibited.  
The benefit of this agreement is exclusively to the Hirer and is not assignable, and the rights given may only be exercised by the Hirer and their invitees.
8. Warranty Excluded

The Management Committee give no warranty that the premises are legally or physically fit for the purpose set out in the form below.

9. Liability excluded.

The Management Committee are not liable for the death of, or injury to the Hirer or its employees, members, invitees or visitors for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise or purported exercise of the rights granted by this agreement except where the Management Committee are found to be negligent.

#### **10 Access to Designated Spaces and Premises**

This agreement does not give the Hirer exclusive possession of any part of the Premises. The Management Committee or their representative is entitled to enter and inspect the Premises at any time to ensure that this agreement being observed. Except under exceptional conditions determined by The Management Committee, the exercise of this clause shall be by agreement with the Hirer concerned.

Your Contact is

You are holding a key to the building and will adhere to the opening and locking procedures

Name.....

Address.....

Postcode.....

Telephone..... Mobile.....

Email.....

Purpose of hiring.....

Dates .....

Times .....

Costs.....

**Payable**

**I, being the named person above, accept the conditions set out in the above form**

Signed.....

Date.....

**Approved by Management Committee**

**Please bring second copy of this agreement to the hall on the day of booking**