

## Hire Agreement

### Parties

1. The Trustees of The Lloyd Hall, an unincorporated charity registered with the Charity Commission under number 305088 (**Owner**).
2. Any person or organization (**Hirer**) entering into an agreement with the Owner or the Owner's representatives to hire the facility called Lloyd Hall at Brickfield Road, Outwood, Surrey RH1 5QX (the **Premises**).
3. The Hirer must be a minimum age of 21 or, where the Hirer is an organisation, the authorised representative must be a minimum age of 21.
4. The Owner agrees to make available the parts of the Premises to the Hirer and the Hirer agrees to hire subject to the terms contained within this Hire Agreement.

### Supervision

5. 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 person using the Premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.
6. As directed by the Owner, 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.
7. The maximum capacity of the Premises is 120 people.
8. The Hirer shall ensure that all persons using the Premises familiarise themselves with the designated emergency exit routes.

### Use of Premises

9. 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.

### Licences

10. The Premises Licence is on the Notice Board inside the entrance to the Premises. This covers the supply by retail of alcohol, the provision of regulated entertainment (including live and recorded music) and the provision of late-night refreshment.
11. If the Hirer wishes to sell or supply alcohol at a function in the Premises in accordance with the Licensing Act 2003, the Hirer shall apply to Tandridge District Council and the Police for a Temporary Event Notice (TEN) to sell or supply alcohol. The inclusion of alcohol in the ticket price is considered as the supply/sale of alcohol, and will require a TEN. Once approval has been granted, the Hirer shall provide a copy of the TEN to the Lloyd Hall Booking

Secretary. The Hirer shall display the TEN in the Premises on the board inside the entrance to the Premises, and ensure that a responsible adult is on the Premises throughout the period of hire to supervise the function.

12. 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.

### **Public Safety Compliance**

13. 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. Decibel levels from Disco or other entertainment noises/sounds shall be controlled to what is deemed to be acceptable; a representative of the Owner or, if necessary, the Police or Noise Abatement Officers shall be the final arbiters.

### **Health and hygiene**

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

### **Electrical Appliance safety**

15. The Hirer shall ensure that any electrical appliances brought by him to the Premises and used there shall be safe and in good working order, and used in a safe manner.
16. Such appliances shall preferably have been (PAT) tested in accordance with the relevant IEE Code of Practice and bear a mark certifying compliance therewith.

### **Stored equipment**

17. The Owner 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 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.

### **No Alterations**

18. 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 Hall Bookings Officer. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Owner remain in the Premises at the end of the hiring and become the property of the Owner or be removed by the Hirer who must make good to the satisfaction of the Owner any damage caused to the Premises by such removal.

### **Accidents and Dangerous Occurrences**

19. The Hirer must report all accidents involving injury to the public to a representative of the Owner as soon as possible.

### **Compliance with the Health Act 2006 Prohibition of Smoking in Public Places**

20. The Hirer shall, and shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the Premises.

### **Indemnification**

21. The Hirer shall indemnify the Owner for the cost of repair of any damage done to any part of the Premises, including the curtilage thereof, or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.
22. The Hirer shall pay a deposit at the time of booking, which shall be returnable subject to the conditions of 21 above being complied with, otherwise a deduction shall be made against cost of breakages or other damage caused during the period of hiring, providing the deduction covers full indemnity as specified in 21 above.
23. If the Hirer wishes to cancel the booking before the date of the event and the Owner is unable to conclude a replacement booking, the question of payment or the repayment of the fee shall be at the discretion of the Owner.

### **Insurance**

23. The Hall Management Committee has its own Public Liability Policy but please note that this does not extend to the activities of the hirer.

### **Hire Period**

24. The hire period is the time that the hirer commences and finishes using the hall. It includes the time taken for setting up and clearing up.
25. The premises must be vacated by 12.00 P.M and at the end of hiring, the Hirer shall be responsible for leaving the Premises and surrounds in a clean and tidy condition and removing all their rubbish from the Premises, and for leaving the Premises properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Owner shall be at liberty to make an additional charge.
26. The Hirer shall ensure that the minimum of noise is made on arrival and departure.

### **Compliance with the Children Act 1989**

27. The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to the children.

### **General**

28. The grounds at Lloyd Hall are not part of the hire agreement and can be used by the general public should they wish.
29. The Owner reserves the right to cancel this hiring in the event of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election, in which case the Hirer shall be entitled to a refund of any deposit and/or hire fee already paid.

30. In the event of the Premises or any part thereof being rendered unfit for use for which it has been hired, the Owner shall not be liable to the Hirer for any resulting loss or damage whatsoever.
31. No wax or powder shall be placed upon the floor and no article of inflammable (e.g candles) or explosive nature shall be brought into or used in the building.
32. No helium balloons (i.e lighter than air balloons) to be used or brought into the building.
33. Bouncy castles are not permitted on the Premises.
34. Smoke machines should not be used.
35. No smoking is permitted in any parts of the building at any time.
36. Confetti may not be used within the buildings of the Premises and the Hirer is responsible for the clearing up of any confetti thrown outside. The Hirer is required to request guests only use biodegradable confetti outside the Premises.

#### **Internet Service Acceptable Use Policy**

1. The Lloyd hall Wi-Fi Internet Service is only available to the Hirer. Usage of the WiFi Internet Service is subject to agreement to adhere to the Lloyd Hall Internet Acceptable Usage Policy; if you do not agree to abide by this policy you will not be entitled to use this service. Details on how to access the WiFi service will be provided on receipt of signed acceptance of the terms of the Policy.
2. The WiFi service is free of additional charges to hirers.
3. The WiFi service is secured by a password to prevent unauthorised access. However, data and information transmitted over this network may still be visible to others. The Owner shall accept no liability for any loss or damage of data or information (both confidential and non-confidential) and equipment resulting from usage of this service.
4. The Hirer may only use the WiFi service for lawful purposes. The WiFi service **may not** be used:
  - In any way that breaches any applicable Local, National or International law or regulation;
  - In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - For the purpose of harming or attempting to harm minors in any way;
  - To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards and/or breach of copyright;
  - To transmit, or procure the sending of, any unsolicited or un-authorised advertising or promotional material or any other form of solicitation (spam); and/or
  - To knowingly transmit any data, send or upload any material that contains viruses, Trojan Horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
5. The Hirer also agrees **not to**:

- Use excessive bandwidth;
  - Initiate excessive file uploads;
  - Access, interfere with, damage or disrupt the internet providing equipment.
6. Internet monitoring and filtering software is used to protect the interest of the Owner and Hirer and to assist in upholding compliance with items 4 and 5 in this policy.
  7. In compliance with current legislation and as providers of an internet service for use by the public; the Owner will respond to any requests from the Police for usage data from the WiFi service.
  8. The Hirer is responsible for providing antivirus and malware protection for any equipment or software used to access the WiFi service. The Owner will accept no responsibility for any damage incurred to any equipment or software through any failure to sufficiently protect any equipment used to connect to the WiFi service, through lack of appropriate software (including updates) or by incomplete security settings.
  9. The Owner cannot provide technical assistance to customers using the WiFi service. The Owner will not perform any form of configuration with any equipment, hardware or software used to access the WiFi service.
  10. The Owner cannot guarantee the availability of the WiFi service. The Owner shall accept no responsibility for any non-availability of any web services for any reason.

**Booking Details**

The Owner agrees to the use of the Lloyd Hall by  X

to use the Lloyd Hall for the following purpose  X

**Date of hire:**

**Time of hire:** Start Finish

X

X

X

**Hire charge**

|                             | £ | Method of payment |      |        |
|-----------------------------|---|-------------------|------|--------|
|                             |   | Cash              | BACS | Cheque |
| Refundable security deposit |   |                   |      |        |
| Hire charge                 |   |                   |      |        |
| Total                       |   |                   |      |        |

**BACS Payment details:**

Lloyd Hall Outwood  
 NatWest  
 Sort Code: 60 -11- 41  
 Account Number: 34353224

**Important: Please include surname in reference field when paying via BACS**

**Deposit refund:** When paying by BACS, please email the Treasurer details of your bank account for refund ([treasurer@lloydhall.org](mailto:treasurer@lloydhall.org))

I hereby agree to the terms of the hire agreement and to abide by the terms of the Internet Acceptable Use Policy

Signed \_\_\_\_\_

Date \_\_\_\_\_