

This Hiring Agreement ("Agreement") is entered into between Endon Village Hall Committee ("the Hall"), and the main booking contact ("the Hirer") for the hiring of the Hall premises at Station Road, Endon, ST9 9DR, as detailed below:

1. Hire Period:

- 1.1. The Hall will be hired by the Hirer for use on the booking period set out on the Hall booking website.
- 1.2. The booking period includes the time for setup before the event and tidy up after the event.
- 1.3. Access will not be provided to the Hirer at any other time, without prior written consent.

2. Hire Fees:

- 2.1 The Hirer agrees to pay the Hall a hire fee as outlined by the Hall.
- 2.2 A deposit of £50 is due upon booking.
- 2.2 Invoices for the hire fees will be raised 1 month in advance of the booking date.
- 2.3 The Hirer shall make payment of the invoices within 7 days of the invoice date.
- 2.4 Payment can be made by credit card or bank transfer.
- 2.5 The Hall reserves the right to suspend or terminate the Hirer's booking in the event of non-payment, subject to any applicable legal requirements.

3. Cancellation Period:

- 3.1 Either party may terminate this Agreement by providing a written notice of termination.
- 3.2 In the event of termination by the Hirer within 1 month of the booking the Hall reserves the right to retain the deposit.
- 3.3 Any early termination of this Agreement shall be confirmed in writing by both parties and shall release both parties from any further obligations under this Agreement, except for any rights and liabilities that have accrued prior to the termination.
- 3.4 If the Hall terminates the agreement, then the liability of the hall is solely limited to the booking fee to use the hall plus the deposit.

4. Hirer's Responsibilities:

- 4.1 The Hirer shall not use the Hall for any illegal or unauthorized activities.
- 4.2 The Hirer shall be responsible for any damage caused to the Hall premises, fixtures, or equipment during the hire period, and shall bear the costs of repair or replacement.
- 4.3 The Hirer shall promptly notify the Hall in writing of any damage caused by the hirer or their attendees during the hire period.
- 4.4 The notification should include detailed information about the nature and extent of the damage, along with any relevant supporting documentation or evidence.
- 4.5 The notification should be sent to the designated contact person at the Hall, as specified in the contact information provided by the Hall.
- 4.6 The Hirer understands that their failure to notify the Hall about any damage caused may affect their liability and any potential claims related to the damage.
- 4.7 The Hirer shall comply with all applicable laws, regulations, and bylaws pertaining to the use of the Hall premises.
- 4.8 The Hirer agrees that a responsible adult will be present at all times during the Hirer's booking period.

## 5. Hall's Responsibilities:

5.1 The Hall shall ensure that the premises are clean, safe, and well-maintained for the Hirer's use.

5.2 The Hall shall provide reasonable access to the Hall premises during the agreed-upon hire period.

5.3 The Hall shall respond promptly to any problems or issues reported by the Hirer regarding the condition, maintenance, or functionality of the Hall premises, fixtures, or equipment.

5.4 The Hall shall make reasonable efforts to address and resolve the reported problems in a timely manner.

5.5 The Hall shall keep the Hirer informed of the progress made in resolving the reported problems or issues.

5.6 The Hall's responsibility to respond promptly and resolve problems shall be subject to the availability of necessary resources and the nature of the reported problems.

5.7 The Hall provides a kitchen space that can be used for the preparation of drinks. The space should not be used for the preparation of food without the prior written approval of the Hall.

## 6. Liability and Insurance:

6.1 The Hall shall not be liable for any loss, damage, or injury to the Hirer's property, employees, or attendees, unless such loss, damage, or injury is a direct result of the Hall's negligence or wilful misconduct.

6.2 The Hirer is strongly advised to obtain appropriate insurance coverage to protect against any claims arising out of the use of the Hall premises.

6.3 The Hall maintains public liability insurance, which provides coverage for non-commercial use of the Hall premises. However, it is important to note that this insurance does not extend to commercial users.

6.4 Commercial users, such as any professionals utilising the hall under instructions from the Hirer, are responsible for obtaining their own public liability insurance to cover any potential claims or liabilities arising from their commercial activities conducted at the Hall premises.

6.5 The Hall may request proof of insurance from commercial users prior to the commencement of the hire period.

6.6 The Hirer agrees to indemnify and hold the Hall harmless from any claims, damages, or liabilities arising from their commercial activities conducted at the Hall premises, including but not limited to, any failure to obtain appropriate insurance coverage.

6.7 The Hall's insurance does not cover any property left in the Hall by the Hirer.

## 7. Noise and Nuisance

7.1 The Hirer shall ensure that noise levels are kept to a reasonable level during the hire period and that activities conducted do not cause nuisance, annoyance or disturbance to owners or occupiers of nearby premises.

7.2 The Hirer agrees to reduce noise levels immediately if requested to do so by the Hall or its representatives. Persistent breaches of this clause shall constitute grounds for the Hall to terminate this Agreement with immediate effect.

## 8. No Alterations

8.1 The Hirer shall not make any alterations or additions to the hired premises, equipment or fixtures without first obtaining the written consent of the Hall. This includes affixing any items to the walls, floors, ceilings, furniture or any part of the building.

8.2 The Hirer must not interfere with or make any alterations to the electrical wiring, lighting, heating, layout or any other installations at the premises.

8.3 Any alterations, installations, additions or variations made without the Hall's consent shall be deemed as damage caused by the Hirer. The Hirer shall bear the full costs of restoring the premises to their original state.

## 9. Compliance with Regulations

9.1 The Hirer shall comply with all laws, regulations and bylaws relating to the use of the hired premises. This includes but is not limited to regulations pertaining to fire safety, food hygiene, liquor licensing, entertainment licensing, gambling, smoking and other relevant laws.

9.2 The Hirer shall obtain any necessary permits, licenses or approvals required for the activities to be conducted on the premises, including those required for the sale of food, drink, entertainment or gambling. Copies of permits and licenses shall be provided to the Hall upon request.

9.3 The Hirer shall not exceed the maximum permitted number of persons in the hired premises as dictated by fire safety and other regulations.

9.4 The Hirer shall fully indemnify the Hall against any breach of laws, regulations or bylaws during the hire period. The Hall reserves the right to terminate this Agreement immediately if activities are conducted unlawfully.

## 10. Force Majeure

10.1 Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, strikes, lockouts, riots, acts of terrorism, acts of any governmental authority, power failures, natural disasters or other events constituting force majeure.

10.1 The party prevented from performing its obligations due to a force majeure event shall promptly notify the other party in writing specifying the nature and extent of the circumstances giving rise to the event. Performance shall be resumed as soon as reasonably possible after the force majeure event ceases.

10.2 If a force majeure event prevails for a continuous period of more than 1 month, either party may terminate this Agreement by providing 1 month's written notice to the other party. Both parties shall be released from further performance of their obligations under this Agreement from the date of such termination, except for any rights and liabilities already accrued prior to the date of termination.

10.3 This provides protection for both parties if the agreement is unable to be performed due to events outside their reasonable control. It allows for termination after a prolonged force majeure. Let me know if you would like me to explain or expand on this clause further.

## 11. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.