Ashley Memorial Hall ClO
Hire Agreement Terms and Conditions

PARTIES:

- Ashley Memorial Hall CIO referred to as AMH.
- The person or organisation hiring the Hall.

Throughout this Agreement:

- Ashley Memorial Hall CIO, where referred to as “we”; “our”, is to be construed accordingly and “we” and “us” mean and include the Village Hall’s charity trustees, employees, volunteers, agents, and invitees.
- The person or organisation named as hirer on this Agreement is referred to as “you”; and “your” is to be construed; accordingly, “you” also includes the members of your management committee (if appropriate), your employees, volunteers, agents, and invitees
- Where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from Katy Mappin, email katymappin@ashleymemorialhall.org or Tel: 07521 601 805.

In consideration of the hire fee described in the booking arrangements, we agree to permit you to use the premises for the purpose described and for the times described in this agreement. The details inserted below are terms of this Agreement.

DATE(S) AND TIME(S) REQUIRED

These are the dates and times entered on the booking form including your preparation/clean up.

VILLAGE HALL
Authorised Representative Katy Mappin, Ashley Memorial Hall CIO, Gravelly Hill, Ashley, Nr Market Drayton Shropshire, TF9 4PN.

HIRER

As named on the booking form where contact details are also entered

(a) Name

(b) Organisation

(c) Name of Organisation’s Authorised Representative Address, Telephone Numbers & Email

HIRE FEES

Village halls are usually held on strict trusts which require the management committee to ensure that the hall is administered in accordance with those trusts. Accordingly, we are bound to preserve and hereby reserve the right to terminate this Agreement by not less than seven days’ notice in writing to you in the event of the hall being required on the same date/time for the fulfilment of its charitable purposes.

In the event of such termination by us, we will refund to you all monies paid by you to us. We will not, however, be liable to make any further payment to you in respect of expenses, costs or losses incurred directly or indirectly by you in relation to any such termination.

PURPOSE/DESCRIPTION OF HIRING

These purposes are specified on the booking form

You agree not to exceed the maximum permitted number of people per room, including organisers and performers. The maximum permitted capacity of the Hall is 250 individuals when standing or seated as an audience, and 125 individuals where tables and chairs are being used, subject always to the current Premises Licence, fire risk assessment and any lower capacity stated for a particular room, activity or event. The Hirer must not use or occupy any area that is not included within the agreed hire or that is not suitable for public use. The Hall has 100 chairs available.

The Hall does not have a TV licence. The Hirer must not watch or record live television broadcasts or use BBC iPlayer at the Hall unless the Hirer has made any licensing arrangements required by law.

The Hall holds the relevant music licences stated by the Hall from time to time. The Hirer must comply with the terms of those licences and must obtain any additional licence or permission required for activities not covered by them.

You acknowledge receipt of, or access to, a copy of the conditions of the Premises Licence and/or Operating Schedule for the premises and agree to comply with all obligations applicable to your hiring. The Premises Licence does not authorise the sale of alcohol. No alcohol may be sold unless the necessary licensing authorisation is in place. Where a Temporary Event Notice (TEN) is required, the Hirer is responsible for making the application within the statutory time limits, paying the applicable fee and providing the Hall with evidence of the TEN before the event. The Hall may require a TEN where a proposed activity is not covered by the Premises Licence or where otherwise reasonably necessary for the lawful operation of the event.

You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.

We and you hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions imposed under the Premises Licence or that we deem necessary, that form part of the terms of this Agreement unless we and you agree in writing.

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement - as signed on this agreement, duly authorised by AMH, and as signed by the Hirer as described on this agreement.

STANDARD CONDITIONS OF HIRE

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

SUITABILITY

Please check the hall and its facilities are suitable for your requirements and, if necessary, you have carried out a risk assessment.

AGE

You, not being a person under 18 years of age, accept responsibility for ensuring that a responsible adult authorised by you is present throughout the hiring whenever the public are present and for ensuring that the Standard Conditions relating to management and supervision are met.

SUPERVISION

During the period of the hiring, you are responsible for:

- Supervision of the premises, the fabric, and the contents.
- Care of the premises, 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 to avoid obstruction of the highway. Ensure that vehicles are parked safely and responsibly – the hall cannot accept any damage to vehicles or loss of contents.

As directed by us, you must 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.

USE OF PREMISES

You must not use the premises, including the car park or any outside area included in the hire, for any purpose other than that described in the Agreement and must not sub-hire or use the premises, or allow them to be used, for any unlawful or unsuitable purpose or in any unlawful way. You must not do anything or bring anything onto the premises which might endanger people or property, render invalid any insurance covering the premises, or allow the consumption or sale of alcohol without the required written permission and licensing authorisation.

INSURANCE AND INDEMNITY

You are responsible for loss or damage caused by your negligence, misuse, breach of this Agreement, or by persons attending your hiring where you are responsible for their conduct, subject to applicable law.

You are responsible for the reasonable cost of repairing damage to the premises, fixtures, fittings or contents caused during your hiring, including accidental damage where the Hirer is responsible for it under this Agreement.

You must promptly notify us of any damage, loss, accident or incident occurring during your hiring.

The Hall maintains insurance appropriate to its responsibilities as premises operator. The Hall's insurance does not remove the Hirer's responsibilities under this Agreement.

Commercial, professional or higher-risk hirers may be required to hold appropriate public liability or other insurance for their activities and, where requested, must provide evidence of current cover before the hiring. The level and type of insurance required will depend on the nature of the activity.

Where the Hall's insurance responds to a loss for which the Hirer is responsible, the Hirer may be required to reimburse any applicable policy excess and any uninsured loss for which the Hirer is legally responsible.

Nothing in this Agreement excludes or limits liability which cannot lawfully be excluded or limited.

GAMING, BETTING AND LOTTERIES

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting, and lotteries.

MUSIC COPYRIGHT LICENSING

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

MUSIC

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

The playing of music of any kind must cease and the premises vacated by 12 midnight.

FILM

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

SAFEGUARDING CHILDREN, YOUNG PEOPLE, AND ADULTS AT RISK

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

PUBLIC SAFETY COMPLIANCE

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. You must also comply with our health and safety policy.

Fire Safety Responsibilities

Ashley Memorial Hall retains responsibility for the premises in accordance with applicable fire safety requirements. The Hirer is responsible for the checks, supervision and emergency actions allocated to the Hirer under this Agreement and the Hall's Fire Evacuation Plan, Health & Safety Policy and Hall Hirer's Safety Rules.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our committee. You acknowledge that you have received instruction in the following matters:

- The fire alarm is an automated system and will sound upon detection of a fire
- The Hirer is responsible for ensuring immediate evacuation of the building..
- The Hirer must make reasonable arrangements to assist anyone attending the event who may require assistance in an emergency evacuation, taking account of individual needs.
- Awareness of emergency exits and the need to keep them clear.
- Emergency lighting will initiate automatically in the event of a power failure.

NOISE

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

DRUNK AND DISORDERLY BEHAVIOUR AND SUPPLY OF ILLEGAL DRUGS

You must ensure that, in order to avoid disturbing neighbours of the Hall and to help prevent violent or criminal behaviour:

- No person attending the event is permitted to consume excessive amounts of alcohol.
- No illegal drugs are brought onto the premises.
- Drunk, abusive, threatening, violent or disorderly behaviour is not permitted on the premises or in the immediate vicinity. The Hirer must take reasonable steps to require such persons to leave and must contact the police where appropriate.

FOOD, HEALTH AND HYGIENE

You must, if preparing, serving or selling food, comply with all applicable food safety and hygiene legislation and guidance. Food must be stored, prepared, transported and served safely, including appropriate temperature control and allergen information where required. A refrigerator is sited in the kitchen for your use. The deep-fat frying of foods in the kitchen is not permitted.

ELECTRICAL APPLIANCE SAFETY

Any electrical equipment brought onto the premises by the Hirer must be safe, suitable for its intended use and maintained in accordance with applicable safety requirements. Where the Hall reasonably requires evidence of inspection or testing, the Hirer must provide it before the equipment is used. The Hall may prohibit the use of any equipment it considers unsafe or unsuitable.

STORED EQUIPMENT

We accept 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 we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- Your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended.
- Your failure to dispose of any property brought on to the premises for the purposes of the hiring.

SMOKING

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

ACCIDENTS AND DANGEROUS OCCURRENCES

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book, to be found in the kitchen.

EXPLOSIVES AND FLAMMABLE SUBSTANCES

You must ensure that:

- Highly flammable substances are not brought into or used in any part of the premises.

- No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) are erected without our consent.

HEATING

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

ANIMALS

You must ensure that guide dogs, hearing dogs and assistance dog owners are allowed on the premises.

FLY POSTING

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

SALE OF GOODS

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. You must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

CANCELLATION

If you wish to cancel the booking before the date of the event, you must notify us in writing at least 7 days before the booking date. A full refund will be available where cancellation is received at least 7 days before the booking date. After that time, and subject to availability, the booking may be transferred to another date at our discretion; no automatic refund will be due unless we agree otherwise in writing.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

• The premises are required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

• Our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or

• Unlawful/unsuitable activities will take place as a result of this hiring.

• The premises become unfit for your intended use.

• Emergency, requiring use as a shelter for the victims of flooding, snowstorm, fire, explosion, or those at risk of these or similar disasters.

• In any such case you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

END OF HIRE

- You are responsible for leaving the premises and any outside areas included in your hire clean and tidy, properly locked and secured unless directed otherwise, and for returning any contents temporarily removed from their usual positions. We may make an additional charge for cleaning, damage, missing items or additional work required.

- Return all tables and chairs to their appropriate storage areas. Chairs should be moved between the store room and the main hall using the trolleys provided and hirers must ensure that the chairs are not dragged across the hall floor as this can cause damage to the hall floor. Chairs must be neatly stacked in 6's in the chair room and within the yellow lines. Do not block the fire exit door.
- Ensure that all areas used are cleaned and free from any rubbish.
- Clean and tidy away any crockery, glasses or equipment used; clean all work surfaces, utensils, and the floors in the kitchen areas after use.
- Ensure that the floor in the main hall and the bar area is swept using the 'v' brush, there is a hoover to clean the brush with and to pick up your pile of swept 'dust'. Wipe up any spills immediately so as not to damage the floor.
- Ensure that all appliances and internal lighting is turned off.
- Remove all rubbish – the Hall does have a large commercial waste bin located outside of the hall. The hall does not have recycling bins, therefore any rubbish which can be recycled, we request this is taken away to be disposed of responsibly.
- Ensure that the toilet facilities are clean and tidy and all taps are turned off.
- Ensure that all doors, including fire/emergency doors, are properly secured on leaving the Hall – The emergency doors can only be secured and locked properly from inside the hall with a final exit from the main door.
- The outside lighting is on a fixed timer and should not be touched.
- The heating is remote controlled by the committee. Please do not tamper with the heating.

OUTSIDE AREAS AND STAGE

Where outside areas, the car park, grassed areas, stage or other external areas are included in the hire, the Hirer is responsible for using them safely and only for the agreed purpose. The Hirer must keep routes and exits clear, must not allow unsafe access to restricted or hazardous areas, and must follow any instructions or restrictions identified in the Hall's risk assessments or safety rules. The Hirer must report any defect, damage or dangerous condition to the Hall as soon as possible.

NO ALTERATIONS

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations, or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them, and you must make good to our satisfaction any damage you cause to the premises by such removal.

NO RIGHTS

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

Signed on behalf of the Hirer: Signed on behalf of Ashley Memorial Hall:

--- ---

Print name:---------- Print name ----------

Date:---------- Date:----------

Ashley Memorial Hall – Hire Agreement Terms and Conditions 2026
Revised September 2026 | Recommended review: September 2027