

Signed by the Hirer (details of whom are set out in the Regular Hire Booking Form)

Signed by East Hampshire District Council (“EHDC”)

TERMS AND CONDITIONS OF HIRE

This Agreement constituting the Regular Hire Booking Form and these Terms and Conditions and General Rules of the Hall is made between the Hirer and EHDC. The Hirer and EHDC agree that the hiring will be carried according to this Agreement.

1. Definitions and Interpretation

- 1.1. The Venue – means Woodlands Community Hall, Larch Road, Headley Down, Bordon, GU35 8AS, Hampshire, England, shown edged red (for identification only) on the plan attached to this Agreement.
- 1.2. The Hirer – means the person and/or organisation as set out in the Regular Hire Booking Form.
- 1.3. The Premises – means one or more of the Main Hall/Kitchen/Activity Room at the Venue, as more particularly described in the Regular Hire Booking Form.
- 1.4. The Building – means any structures at Woodlands Community Hall, Larch Road, Headley Down, Bordon, GU35 8AS, Hampshire, England, shown edged red (for identification only) on the plan attached to this agreement
- 1.5. The Amount Due – means the amount excluding value added tax that the Hirer is required to pay to EHDC as set out in the Regular Hire Booking Form.
- 1.6. The Period of Hire – means the period set out in the Regular Hire Booking Form
- 1.7. Returnable Security Deposit - means £ 50.00 for daytime sessions/children parties, £100 for evening parties/wedding receptions (depending on session/event at discretion of the manager of the Venue)

2. Hire obligations

- 2.1 The maximum capacities are as follows: **Main Hall (60) seated or (60) dancing people, Activity Room 12 people.**
- 2.2 Where use of the Kitchen has been included in the Agreement, the Hirer shall ensure that no person under 16 years of age is permitted to enter the Kitchen
- 2.3 The Hirer shall not use the Premises for any purpose other than that described in the Regular Hire Booking Form and shall not share occupation or sub-hire or otherwise use or allow the Premises to be used for:

- a) any political rallies or demonstrations;
- b) for purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules;
- c) for functions or hire attended by people whose presence may cause civil unrest or division within the community;
- d) to an organisation or individual which has been banned by law;
- e) any activity in contravention of the law;
- f) betting, gaming and lotteries; or
- g) to do anything or bring onto the Premises or Building anything which may endanger the same

2.4 The Hirer shall be responsible for obtaining any and all licences permits authorisations permissions consents and approvals (whether of a public or private nature) and for completing any returns required in connection with the use permitted in the Regular Hire Booking Form including without limitation from the Performing Rights Society, Phonographic Performance Limited, the Copyright Licensing Agency Limited and further the Hirer shall fully indemnify EHDC, its officers, employees and consultants from and against any liabilities arising out of the Hirer's failure to do so.

2.5 The Hirer shall be responsible for the health and safety aspects of the use of the Premises during the Period of Hire. The Hirer must carry out a risk assessment relating to the hire. If requested, a copy of the risk assessment must be supplied to EHDC at least 14 days before the first date of the Period of Hire.

2.6 The Hirer shall ensure that it is familiar with:

- a) the fire alarm points;
- b) fire evacuation procedures, routes, refuge point and assembly point;
- c) location of first aid kit; and
- d) location of the accident reporting book

2.7 The Hirer shall:

- a) ensure clear and unobstructed access and egress is maintained to all emergency exits in the Premises and the Venue
- b) ensure fire doors in the Premises and the Venue are not propped or left open at any time
- c) familiarise visitors with the position of fire alarm points, fire evacuation routes, fire refuge points and the fire assembly point.

- 2.8 The Hirer shall ensure that any electrical appliances intended to be used by the Hirer at the Premises shall be PAT tested. EHDC reserves the right to request copies of the PAT tests if it deems it appropriate.
- 2.9 The Hirer shall pay the Amount Due and any other monies due under this Agreement plus value added tax to EHDC without any deduction counterclaim or set off and payments shall be made on dates specified by EHDC.
- 2.10 The Hirer shall, if demanded by EHDC, pay to EHDC a fair proportion of any sums plus any value added tax expended by EHDC in connection with cover under a building insurance policy whose cover either applies to the Premises in and of itself or to other land and buildings together with the Premises.
- 2.11 The Hirer shall, if demanded by EHDC, pay to EHDC a fair proportion of any costs payable by EHDC for the maintenance, repair, lighting, cleaning and renewal of all service media, structures and other items not on or in the Premises but used or capable of being used by the Premises in common with the Venue.
- 2.12 The Hirer shall pay all rates and taxes and any utility costs and other outgoings in connection with the permitted use described in the Regular Hire Booking Form.
- 2.13 The Hirer shall keep the Premises clean, tidy and clear of rubbish;
- 2.14 The Hirer shall not cause the Venue to become dirty or untidy;
- 2.15 The Hirer shall make good any damage whatever caused to the Premises, the Venue and/or the Building by the Hirer and/or its employees and/or its contractors and/or its visitors, as promptly as possible and to the reasonable satisfaction of EHDC;
- 2.16 The Hirer shall observe any proper rules and regulations EHDC makes and notifies to the Hirer from time to time governing the Hirer's use of the Premises;
- 2.17 The Hirer shall comply with all laws relating to the permitted use described in the Regular Hire Booking Form.
- 2.18 The Hirer shall leave the Premises unoccupied and in a clean and tidy condition and shall remove any equipment or other property of the Hirer, its employees, contractors and/or visitors from the Premises at the end of the Period of Hire or any earlier termination;
- 2.19 The Hirer shall fully indemnify EHDC and keep EHDC fully indemnified from and against all losses, claims, demands, actions, proceedings, damages,

costs, expenses or other liability whatever arising out of or connected with:

- a. this Agreement;
 - b. any breach of the Hirer's obligations contained in this Agreement; and/or
 - c. the exercise of any rights given in this Agreement
- 2.20 The Hirer cannot assign, underlet, charge, part with or share possession of or otherwise dispose of the Premises, or any part or interest in it;
- 2.21 The Hirer cannot share occupation of the Premises or any part of it;
- 2.22 Save as where expressly permitted in the Regular Hire Booking Form, the Hirer cannot make any alteration or addition of any kind to the Premises;
- 2.23 The Hirer is not to do or permit to be done on the Premises anything which is illegal, or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to EHDC, to the Venue or any owner or occupier of neighbouring land or property;
- 2.24 The Hirer cannot apply for any planning permission in regard to the Premises;
- 2.25 The Hirer must not do anything that will or might constitute a breach of any necessary consents relating to the Venue or which will or might vitiate in whole or in part any insurance effected by EHDC which relates wholly or partly to the Premises or Venue from time to time;
- 2.26 The Hirer cannot display any advertising at the Premises and at the Venue without EHDC's prior written consent and if the Hirer fails to comply with this provision, EHDC reserves the right to charge the Hirer a reasonable sum for non-compliance;
- 2.27 The Hirer must not carry out any fly posting;
- 2.28 During the Period of Hire, the Hirer is to be responsible and liable for all damages, losses, claims and costs arising out of its use of the Premises.
- 2.29 The Hirer shall during the Period of Hire maintain public liability insurance with a minimum limit of £10,000,000 (ten million Pounds) for any event or series of events relating to the use of the Premises and produce a copy of such policy on demand by EHDC.
- 2.30 The Hirer shall take out any other policies of insurance which EHDC acting reasonably considers necessary (and with minimum limits of indemnity as prescribed by EHDC) for the whole of the Period of Hire and on demand shall produce copies thereof to EHDC.
- 2.31 The Hirer shall ensure the Premises is fully vacated at the termination of this Agreement howsoever and must return any keys or other security

passes given to it at a time prescribed by EHDC on or following termination.

3. Termination

3.1. The Agreement shall end of the earliest of:

- a) the end of the Period of Hire, as is set out in the Regular Hire Booking Form;
- b) the expiry of any notice (whether by post, orally, by email or fax) given by EHDC to the Hirer at any time on breach of any of the Hirer's obligations contained in this Agreement; and
- c) the expiry of a written notice (by email, fax or post) of a reasonable length given by EHDC to the Hirer (reasonableness of length of notice is to be determined by EHDC)

3.2. Termination of this Agreement shall not affect the rights of EHDC in connection with any breach of the Hirer of any of its obligations under this Agreement which existed at or before the date of termination.

4. Licence

4.1 The Hirer agrees and acknowledges that:

- a. the Hirer shall occupy the Premises as a licensee only and that no relationship of landlord and tenant is created by this Agreement between EHDC and the Hirer;
- b. EHDC retains control, possession and management of the Premises and the Hirer has no right to exclude EHDC from the Premises; and
- c. the licence to occupy given by this Agreement is personal to the Hirer and is not assignable and any rights given in this Agreement may only be exercised by the Hirer and its employees and contractors and visitors.

5. No Warranties for Use or Condition

5.1. EHDC gives no warranty that the Premises possesses the necessary consents for the permitted use described in the Regular Hire Booking Form

5.2. EHDC gives no warranty that the Premises is physically fit for the purposes specified in the Regular Hire Booking Form

6. Limitation of EHDC's Liability

6.1. Subject to clause 6.2, EHDC is not liable for:

a) the death of, or injury to the Hirer, its employees, customers, visitors and/or other invitees to the Premises; and

b) damage to any property of the Hirer or that of the Hirer's employees, customers, visitors and/or other invitees to the Premises; and

c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liabilities whatever incurred suffered or burdened on the Hirer and/or the Hirer's employees, customers, visitors and/or other invitees to the Premises in the exercise or purported exercise of the rights given by this agreement.

6.2. Nothing in clause 6.1 shall limit or exclude EHDC's liability for any matter in regard to which it would be unlawful for EHDC to exclude or restrict liability.

7. Local Authority Powers

EHDC enters into this Agreement solely in its capacity as a landowner in regard to the Premises and not in any other capacity. Nothing in this Agreement shall restrict EHDC's powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.

8. General Terms

8.1 Personal data supplied on the Regular Hire Booking Form will be held and will be used according to the data protection legislation enacted in England from time to time for statistical analysis, management, planning and in the provision of services by EHDC and its partners.

8.2 EHDC may from time to time amend or add to the Terms and Conditions of Hire in writing. For the avoidance of doubt, writing includes posting of the revised Terms and Conditions on the Premises and/or notice boards in the Venue and/or on the website of the Venue.

8.3 EHDC reserves the right to recover any late payments and to charge interest at the rate of 4% above the base rate of the Bank of England from time to time on any late payment.

8.4 If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

8.5 EHDC will only return any Returnable Security Deposit after inspecting the Building, the Venue and the Premises to verify that the Hirer has complied with this Agreement. If EHDC is satisfied with the Hirer's compliance as aforesaid, EHDC shall return any Returnable Security Deposit to the Hirer as soon as is reasonably practicable.

8.6 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

8.7 In the event of a conflict between the provisions of the Regular Hire Booking Form, these Terms and Conditions and General Rules of the Hall, the order of precedence shall be as follows (with a. being the foremost and c. being the lowest in rank):

- a. Regular Hire Booking Form;
- b. these Terms and Conditions; and
- c. General Rules of the Hall

8.8 This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with regard to any dispute arising under this Agreement.

8.9 Clause headings shall not affect the interpretation of this Agreement.