

Feoffees Hall Hire Agreement as of 30th Jan 2024

This booking form is applicable to Feoffees Hall and the kitchen. Please provide as much information as possible. Until this form is returned with a discretionary deposit and hire charge in full, the booking is not confirmed. If you have any questions please telephone: Sharon Walker at 07470 986660

HIRER'S CONTACT DETAILS	
NAME	
Organisation	
Address	
Email	
Phone Number 1	
Phone Number 2	

BOOKING DETAILS	
Hire Date	
Hire Time	
Purpose of Hire	
Hiring Fee	£15 per hour plus a discretionary deposit
Date Hiring Fee Paid	
Deposit	
Date Deposit Paid	

Signed for and on behalf of the Hirer

Name:

Date:

Signed for and on behalf of the Town Lands Charity

.....

Name:
.....
.....

Date:
.....
.....

Please submit this form via email to littleporttlc@gmail.com or by post to:
 Feoffees Hall Bookings, 28 City Rd, Littleport, Ely, Cambs CB6 1NG

Please pay your hire charges two weeks in advance (plus a discretionary deposit) via bacs to:

Reference: your initials and the date of your booking
 Sort code: 20-29-65
 Account number : 30038105

Or by cheque payable to Littleport Town Lands Charity using the above address.
Thank you

TERMS AND CONDITIONS

This Agreement consists of the Feoffees Booking Form and these Terms and Conditions is made between the Hirer and the Town Land Charity. The parties agree that the hiring will be carried out in accordance with this Agreement.

1. DEFINITIONS

- 1.1 The Hall – means Feoffees Hall located at 28 City Road, Littleport, Ely, Cambs CB6 1NG
- 1.2 The Hirer means the person or organisation as set out in the Feoffees Booking Form;
- 1.3 The Hiring fee means the amount that the Hirer is required to pay to the Town Lands Charity as set out in the Feoffees Booking Form;
- 1.4 The Period of Hire means the period set out in the Feoffees Booking Form.

2. CAPACITY

- 2.1 The Hall's maximum capacity is 60 and the Hirer agrees not to exceed the maximum capacity.

3. USE OF HALL

- 3.1 The Hirer shall not use the Hall for any other purpose than that described within the Feoffees Booking Form and shall not sub-hire or allow the Hall to be used for:
 - Any political rallies or demonstrations;
 - For purposes which are illegal;
 - Or to do anything or bring into the Hall anything which may endanger the same or render invalid any insurance policy in respect thereof.
- 3.1.1 The Hall reserves the right to exclude or eject from the Premises any person, and to cancel any booking where it considers:
 - That such events may be contrary to the interest of the general public or contrary to any law.
 - The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Hall or harm the reputation of the Hall.
 - The Hirer shall ensure that no equipment, goods or other materials are left on the Premises overnight.

4. LICENCES

4.1. The Hirer shall ensure that they have all permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any authority or person in respect of the event. This includes where required a licence issued by the Performing Rights Society and any copyright permission. The Hirer shall indemnify the Town Lands Charity against the consequences of the Hirer's failure to do so.

4.2. The Hirer shall not apply for a Temporary Event Notice without the written permission of the Town Lands Charity.

5. HEALTH AND SAFETY COMPLIANCE

5.1. The Hirer shall be responsible for the health and safety aspects of the use of the Premises during the Period of Hire. If relevant, the Hirer must carry out a risk assessment for each event. A copy of the risk assessment must be supplied to the Hall prior to the Period of Hire.

5.2. The Hirer shall ensure they are familiar with the: a. fire alarm points b. fire evacuation procedures, routes, refuge point and assembly point c. location of telephone d. location of the first aid kit e. location of the accident reporting book.

5.3. The Hirer shall a. ensure clear and unobstructed access and regress is maintained to all emergency exits in the Hall b. ensure fire doors in the Hall 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 d. appoint fire wardens who are trained in emergency procedures.

6. ELECTRICAL APPLIANCE SAFETY

6.1. The Hirer shall ensure that any electrical appliances in the Hall are PAT tested.

7. ALTERATIONS

7.1. The Hirer must not make any alterations to the Hall without the Town Lands Charity's prior written consent.

8. FOOD AND DRINK

8.1. Where food or drink is to be supplied to the public the Hirer or caterer must hold a Basic Food Hygiene Certificate. A copy of the certificate must be supplied to the Town Lands Charity prior to the Period of Hire.

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

8.3. If the Hirer wishes to use caterers on the Premises during the Period of Hire, the Hirer must ensure that the caterers comply with all health and hygiene legislation and regulations.

9. GENERAL

9.1. The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at the absolute discretion of the Town Lands Charity) are displayed or offered for sale on/at the Hall.

9.2. Any items deemed to be of an offensive or inappropriate nature by the Hall shall be removed from display or sale immediately at the request of the Hall.

9.3. Smoking and/or vaping is not permitted in the Hall. The Hirer shall ensure there is no smoking and/or vaping at the Hall.

10. NUISANCE

10.1. The Hirer must not do or allow anyone attending their hiring to do anything at the Hall which is or may become a nuisance to the Town Lands Charity or to the occupiers of adjoining or neighbouring premises.

10.2. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises and the Building.

11. CHILDREN

11.1. The Hirer shall ensure that where an event involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate child protection policies and procedures in place.

12. CHARGES, CONFIRMATION AND CANCELLATION

12.1. The booking will be confirmed on acceptance of the booking by the Town Lands Charity.

12.2. The Town Lands Charity reserves the right to cancel any booking for any reason. Where a booking is cancelled by the Town Lands Charity, they shall incur no liability to the Hirer whatsoever.

12.3. Where the booking is cancelled by the Hirer on the day then the whole fee must be paid. If cancelled 24 hours before the start time then half the fee must be paid.

13. END OF HIRE

13.1. The Hirer shall ensure that the Premises are vacated at the end of the Period of Hire.

13.2. The Hirer shall ensure the Premises and surrounding area in a clean and tidy condition and all equipment, goods and other materials including rubbish are removed from the Hall at the end of the Period of Hire.

13.3. Where the hire includes use of the kitchen the Hirer shall ensure all crockery, utensils, the cooker and fridge are left in a clean and empty condition. A discretionary charge shall be payable by the Hirer where the kitchen including any crockery, utensil, the cooker and fridge have not been left in a clean condition.

13.4. Additional charges may apply where the Hirer or any of its attendees have broken crockery, utensils or damage to the Hall. The Hirer shall be responsible for notifying the Town Lands Charity of such damage and subsequently, the Town Lands Charity will notify the Hirer of the additional charge.

14. PAYMENT AND AMOUNT DUE

14.1. The Hirer shall make payment of the full Hiring Fee within 14 days of the date of the invoice.

14.2. Interest at the rate of 4% above the base rate of the Bank of England from time to time will be payable on any late payment.

14.3. The details of the Hiring Fee are set out in the Feoffees Booking Form. The Town Lands Charity may update hire charges from time to time.

14.4 Concerns regarding Hiring Fee should be addressed within 15 days of the booking confirmation issued by the Town Lands Charity.

15. INSURANCE

15.1. During the period of the hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Hall and shall indemnify the Town Lands Charity from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire

except where due to the negligence of the Town Lands Charity or their respective servants or agents.

15.2. The Hirer shall maintain Public Liability Insurance in the sum of not less than £5,000,000, in place for the use the Premises during the Period of the Hire. A copy of the Hirer's Public Liability Insurance Certificate shall be provided to the Hall prior to the Period of Hire.

16. DATA PROTECTION

16.1. Personal data supplied on the Feoffees Booking Form will be held and will be used in accordance with the Data Protection Act 2018.

17. PREMISES AND EQUIPMENT

17.1. The Hirer shall ensure no damage is caused or permitted to be caused to the Hall or any equipment or fittings during the Period of Hire.

17.2. The Hirer shall be responsible for any damage caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

18. LOSS OR DAMAGE

18.1. The Town Lands Charity shall not be liable for any death injury loss or damage however so caused to the Hirer, persons using the Premises and/or to their property except for death or personal injury or damage to property caused by negligence on the part of the Town Lands Charity or its employees or agents; or any matter in respect of which it would be unlawful for the Hall to exclude or restrict liability.

19. ADVERTISING

19.1. No advertising shall be displayed at the Hall without the written permission of the Town Lands Charity.

19.2. Any artwork or other advertising for the event must be approved by the Hall.

20. GENERAL TERMS

20.1. The Town Lands Charity may from time to time amend or add to the Terms and Conditions of Hire in writing.

20.2. The Hirer shall ensure that their event/hire complies with all relevant legislation and regulations.

20.3. 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.

20.4. 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, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

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

THE HALL IS TO BE LEFT AS FOUND REGARDING TABLES AND CHAIRS, THANK YOU