

Netherne Cricket Pavilion Hire Agreement 2026

To be completed by hirer and returned to SHW as per instructions below

Hirer's Details

Hirer name		Organisation	
Address			
Postcode	Mobile	Landline	
Email			

Hire Details

Date of Hire		Time of hire (inc. set up & clear down)	From		To	
Description of Event/Activity						
Details						
Number of attendees						
Will there be:						
	Yes/No	If Yes, please give details:				
Alcohol						
Music						
Need to Access Kitchen						
Sports activities						

Hire Charges (to be completed by SHW before sending to hirer)

Hire Charge	£
Holding Deposit incase of non-compliance of hall hire terms and conditions	£75
Total Payment Required (full payment required when booking form is returned to SHW)	£

Deposit Return – Please confirm BACS details for repayment of deposit.

Sort Code		Account Number	
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Hire Agreement

This Hire Agreement comprises the terms and conditions of hire on the following pages numbered 2 to 5. The agreement is made between Netherne Management Limited (NML) and the Hirer, whereby in consideration of the monies and purposes referred to above NML agrees to permit the Hirer to use the Netherne Cricket Pavilion (NCP). The Hirer agrees to observe and perform the provisions and stipulations contained or referred to in the Terms and Conditions of Hire hereto.

Signed		Date	
Print Name			

Once this form has been completed and signed, please return, either by post to: Megan Smith, Stiles Harold Williams LLP, 14 – 15 Berners Street, London, W1T 3LJ or email a scanned copy to msmith@shw.co.uk along with full payment as detailed on your invoice. Please note unless both full payment and the completed booking form are received by Stiles Harold Williams LLP the booking will not be confirmed.

Terms and Conditions

Netherne Cricket Pavillion (NCP) is owned and operated by Netherne Management Limited (NML) for the benefit of the members of NML. This hall hire agreement is based on the ACRE (Action with Communities in Rural England) standard hire agreement, modified to suit specific requirements. These terms & conditions, together with other statutory local and national requirements referred to within this agreement, apply to all and any hiring of the NCP

The Hall is a great asset to enable the community at Netherne to engage in sports and social activities. In order to maintain a harmonious environment for all users and residents within the village and those living in close proximity to the pavilion monitoring and control of any event at the facility is paramount and is the **direct responsibility of the Hirer.**

Definitions

- Hire Agreement - This document comprising Terms and Conditions of Hire of Netherne Cricket Pavillion
- The Hirer – The individual and / or organization that is the signatory to this Hire Agreement
- Event – The purpose for which NCP has been hired

Overview

- The hirer is responsible for putting in place control and monitoring measures to ensure full compliance with these terms and conditions of hire
- The hirer will make themselves available for the purposes of an induction on relevant matters relating to the use of the Pavillion. Appointments for inductions will be between 0830 – 1615 (Monday to Friday). Please contact Jonno Hart by email on; estatemanager@nml.estate to book your induction.
- Unless otherwise agreed, a cash deposit of £75.00 will be required which is refundable after 14 working days of the hire subject to full compliance of this hire agreement. If your event requires the period of hire to exceed 8 hours or will extend beyond 9pm, a deposit of £200.00 will be required. Your attention is drawn to specific clauses below which could result in forfeiture of the deposit, but please note that breach of any of the terms & condition within this agreement will, at the discretion of NML, result in forfeit of all of the deposit and may result in further claims by NML. The hirer is responsible for applying to SHW for a refund of the deposit (14 days after the event)
- If the hirer wishes to sell alcohol via the Cricket Pavillion they must apply for a temporary event licence via Reigate and Banstead Council – granted licence must also be submitted to SHW prior to the event taking place <https://www.gov.uk/apply-for-a-licence/temporary-event-notice/reigate-and-banstead/apply-1>
- As roadside parking close to the pavilion is limited, please advise event participants to walk to / from the event when possible. **Parking in any of the privately marked/numbered spaces is not permitted even for short periods of time. If NML receive complaints from local residents that a hirer has failed to abide by the parking restrictions, the cash deposit will be forfeited by the hirer.**
- Arrangements for vehicles to load / offload equipment and essential parking can be made with NML/Jonno Hart.
- External noise pollution is to be limited to a level such that it cannot be detected within properties adjacent to the Cricket Pavillion. To achieve this, the hirer shall use noise limiters if necessary. See clause 21. **If NML receive complaints from local residents that a hirer has failed to abide by the noise restrictions, the cash deposit will be forfeited by the hirer.**
- The hirer shall ensure compliance of all statutory legislation referred to within this agreement.
- The hirer and / or the participants at any event must dispose of all rubbish created by taking it away at the end of the event. **If a hirer fails to clear away their rubbish, the cash deposit will be forfeited.**
- The hirer shall ensure that they are familiar with the location of all fire exits, heaters, switches, kitchen appliances and other facilities within NCP that they and event participants may use or be asked to use during the period of hire.
- The hirer and other participants may not bring helium balloons into the NCP.
- The hire is of the Cricket Pavillion **only**, not any of the equipment stored within it, with the exception of kitchen equipment, tables and chairs.
- The keys to the Cricket Pavillion must be returned to the Leisure Centre immediately after the hire period. If the Leisure Centre is closed, the key is to be placed into the Estate mailbox located outside the Leisure Centre office door.
- If for any reason you accidentally set the alarm or if for any reason you cannot set the alarm, please call **Jonno Hart on 07970 44 66 28** please note this is only for use in emergencies.

1. **Supervision:** The Hirer shall, during the period of the hire, 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 persons using the premises, whatever their capacity. In addition to any cash deposit which may be forfeited due to breach of this agreement, 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.
2. **Parking:** The Hirer and event guests are only permitted to park cars in designated areas only as indicated to the Hirer by NML

such that they do not cause any obstruction, inconvenience or danger to neighbouring properties. The hirer shall ensure that there is no obstruction of the roads, emergency exits, emergency gates, and private car parking areas.

3. Access to and Use of Premises:

(a) The keys to gain access to the Pavilion, the keys will be provided by an NML representative or employee. You must sign a register for the keys when you collect them from the Leisure Centre. Their safe custody is your responsibility for the entire period that they are entrusted to you, you undertake that they will not be duplicated and you agree to pay for their replacement if they are lost.

(b) If, on entering the pavilion premises, you discover any damage or any issue, you must advise an NML representative immediately.

(c) The Hirer shall not use the premises for any purpose other than that described in this Hire Agreement and shall not sub-hire or use 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 nor allow the consumption of alcohol thereon without written permission of NML.

(d) The Hirer shall ensure that the NCP is clean, tidy, and free from rubbish before vacating the same. No refuse bin is allocated to NCP therefore any rubbish must be taken away and disposed of legally by the Hirer. Private bins and bin stores in proximity to the pavilion must **not** be used. On leaving the NCP the Hirer will ensure that all windows are closed, that the heating is off and that all electrical and gas appliances and all lighting are turned off, (including the water heater) and the alarm is set and all doors locked including main farm gate on final exit.

(e) Depending upon the period of hire, and to minimise inconvenience to local residents, the Hirer shall not enter NCPH before 0800 and shall **cease activities at 2300 and vacate the pavilion by 2330**.

(f) NML reserves the right at its absolute discretion to refuse or direct the hirer to refuse admission of or to evict any person or persons from the NCP. NML shall not be liable to pay compensation to the hirer arising out of this clause.

(g) No naked flames (including barbecues) are permitted inside the pavilion with the exception of regular-sized birthday cake candles.

4. Gaming, Betting and Lotteries: 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.

5. Licenses: It is the responsibility of the Hirer to ensure the appropriate License is in place for regulated and licensable activities (performance of plays and live music, exhibition of films etc.) If licenses are required in respect of any activity in NCP the Hirer should demonstrate to NML that they hold the relevant license or ensure that NML holds it. Copies of any such license must be lodged with NML prior to commencement of the hire.

6. Public Safety Compliance: The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is provided or consumed, or which is attended by children.

(a) The Hirer acknowledges by signing this agreement that they have received instruction from an NML official in matters detailed as follows.

i. The action to be taken in event of fire, including calling the Fire Brigade and evacuating the pavilion.

ii. The location and use of fire equipment.

iii. Escape routes and the need to keep them clear.

iv. Method of operation of escape door fastenings.

v. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an event the Hirer shall check the following items:

i. That all fire exits are unlocked and panic bolts in good working order.

ii. That all escape routes are free of obstruction and can be safely used.

iii. That fire doors are not wedged open

iv. That there are no obvious fire hazards remaining on or around the premises.

7. Means of Escape: All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

8. Outbreak of Fire: The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to an NML representative. The hirer must carry a mobile telephone at all times during the event.

9. Health and Hygiene: The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. NML only provides basic facilities for the preparation of pre-prepared food and access to hot water. The Hirer shall ensure that all surfaces to be used for the preparation of food are washed down and disinfected before use. The Hirer shall further ensure that only competent adults use the facilities provided for the preparation of food and drinks and not bring into the NCP or allow any discharge into the sinks, drains or sewers any oil, grease, harmful, objectionable, dangerous, poisonous or explosive substances.

10. Electrical Appliance Safety: The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations

1989.

- 11. Accidents and Dangerous Occurrences:** The Hirer must report all accidents involving injury to the public to NML as soon as possible and complete the relevant section in the NCP's accident book located in the Village Hall. Any failure of equipment belonging to NCP or brought in by the Hirer must also be reported to NML as soon as practically possible. Furthermore, it is the responsibility of the hirer to report certain types of accident or injury to the local authority. The hirer shall also be familiar with, and report any incidents covered by, the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995(RIDDOR). See website www.hse.gov.uk/riddor
- 12. Indemnity:** The Hirer shall indemnify and keep indemnified Directors of NML and NML employees, volunteers, agents and invitees to the event against:
 - (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises.
 - (b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
 - (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
 - (d) The Hirer shall take out adequate insurance to ensure the Hirer and members of the Hirer's organization and invitees against the Hirer's liability under paragraph 12(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover. NML is insured against any claims arising out of its **own** negligence only.
 - (e) A copy of the insurance obtained by the hirer shall be place with NML prior to commencement of the hire.
- 13. Explosives and Flammable Substances:** The hirer shall ensure that:
 - (a) Highly flammable substances are not brought into, or used in or outside any part of the premises
 - (b) No internal decorations of a combustible nature shall be erected without the consent of NML and the management committee. No decorations are to be put up near light fittings or heaters.
- 14. Heating:** The Hirer shall ensure that no additional or unauthorised heating appliances shall be used on the premises during the period of hire without the consent of NML. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.
- 15. Drunk and Disorderly Behaviour and Supply of Illegal Drugs:** The Hirer shall ensure that in order to avoid disturbing neighbours in the village and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave and escorted from the premises and the village. No illegal drugs may be brought onto the premises.
- 16. Smoking:** There is no smoking (including e-cigarettes/vaping) permitted within the building.
- 17. Animals:** The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by NML.
- 18. Safeguarding Children and Vulnerable Adults:** The Hirer shall ensure that any activities for children comply with the provisions of The Children Acts 1989 and 2004 (see HMG Publication DCSF00305-2010 Working Together to Safeguard Children) and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where vulnerable adults are taking part in activities). The Hirer shall ensure that any activities for children under eight years of age without parental supervision comply with the provisions of The Children Act of 1989 which may require registration with the Local Authority. The Hirer shall provide NML with a copy of their Safeguarding policy prior to commencement of hire.
- 19. Fly Posting:** The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the NCP, and shall indemnify and keep indemnified each member of NML accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.
- 20. Sale of Goods:** The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organizer's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.
- 21. Cancellation:** If the Hirer wishes to cancel the booking before the date of the event and NML is unable to secure a replacement booking, a cancellation fee of 20% of the Hire Charge will be charged. NML reserves the right to cancel this hiring by written notice to the Hirer in the event of:
 - (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by election
 - (b) The NCP management reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
 - (c) the premises becoming unfit for the use intended by the Hirer

(d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but NML shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

- 22. Noise:** The Hirer shall ensure that minimal noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of a noise limitation device to ensure that noise cannot be detected within properties adjacent to the hall and ensure compliance with any other licensing condition in this respect for the premises. The Hirer shall indemnify NML (the 'license holder') against any consequences of legal action which may result in the Hirers breach of this clause. **Please note:** Legislation provides as from 1st October 2006, for local authorities to issue fixed penalty notices in the region of £500 to the person in charge of the premises at the time of any noise complaint. The person in charge will, for the purposes of this agreement, mean the Hirer.
- 23. Stored Equipment:** NML 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.
- 24. No Alterations:** 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. Any alteration, fixture or fitting or attachment so approved shall at the discretion of NML remain in NCP. It will become the property of NML unless removed by the hirer who must make good any damage caused to the premises by such removal.
- 25. No Rights:** The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.
- 26. End of Hire:** The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition comparable to the condition at the beginning of hire, the premises (including emergency access gates) must be properly locked and secured. This must include the farm gate (unless directed otherwise) and any contents temporarily removed from their usual positions properly replaced. Failure to comply will, at the discretion of NML, incur an additional charge.
- 27. Termination of Hire:** NML have the right to immediately terminate this agreement due to the Hirer's failure to comply with any part of this agreement.