



Registered Charity No: 302653

Hiring Agreement

PARTIES:

- 1) The Village Hall named in clause 2.2 acting by its management committee:
- 2) The person or organisation named in clause 2.3:

AGREED as follows:

1. Throughout this Agreement:

- the Village Hall named in clause 2.2 is 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 in clause 2.3 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 the Hall Booking Secretary or, if the Hall Booking Secretary is not available, any of our charity trustees.

2. In consideration of the hire fee described in clause 2.4, we agree to permit you to use the premises described in clause 2.5 for the purpose described in clause 2.6 for the period(s) described in clause 2.1. The details inserted in sub-clauses 2.1 to 2.6 below and the answers to the questions in sub-clauses 2.7 to 2.11 are terms of this Agreement. This Agreement includes the Standard Conditions of Hire and the Special Conditions of Hire (if any) provided with this Agreement and available on our website.

2.1 Date(s)/Time required:

Date(s) [dd/mm/yy]:

Time (number of hours): From – to (00.00-00.00):

30 minutes is included in each hire period for preparation/clearing up. In some circumstances it may be necessary to allow for an additional hire period to complete clearing up (eg following morning).

If more time is needed it should be specified here:

2.2 Village Hall

- a) Registered Charity No: 302653

b) Authorised Representative: *Mrs Helen Bosworth, Booking Secretary*

Address: *127 High Street, Offord Cluny*

Contact details: bookings@offordvillagehall.org.uk
01480811892 or 07759316232

2.3 Hirer:

a) Organisation (If appropriate):

b) Name of Organisation's Authorised Representative or name of private hirer:

c) Address and contact details (incl email & phone):

2.4 Hire Fee

See separate schedule for current rates.

Single Hire Events

You must pay as a deposit 50% of the cost of the booking at the time you sign this Agreement. You must pay the balance of the booking fee not less than fourteen days before the event for which you hire the premises.

In certain circumstances we may require an additional 'Special Refundable Deposit'. We will refund this deposit within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the Village Hall about noise or other disturbance during the period of the hiring as a result of the hiring.

Hire Fee	£
Deposit	£
Refundable Deposit	£
Balance	£

Block Bookings (eg Village Organisations, regular private hirers)

Recognised village groups. The separate schedule will determine the relevant rate for the hire periods.

Regular private/commercial hires. The separate schedule will also help determine the relevant rate for the specific hiring period (taking account of any discounts applied). For the hire period covered by this agreement, the hire fee is:

Hire Fee	£
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Is this a commercial hire? Yes / No

We are bound to ensure that the Village Hall is administered in accordance with its Trust Deed. 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.

Payment and Refund of Fees

BACS payments can be made using these details: Offord Recreation Hut: Account Number 10676160: Sort Code 20-74-81.

Cheques should be made payable to Offord Village Hall.

Refunds can be made directly to *your* bank account if relevant details are provided to Booking Secretary. Such personal information will be kept secure and used only in accordance with our Privacy Notice.

2.5 Premises

Hall (includes kitchen/bar*) only	
Hall and Committee Room	
Committee Room only	
Storage of equipment+	

* Indicate if bar is required

+ Permission to store equipment in the hall will normally only be authorised for village groups or other 'regular' hirers. Storage of equipment will be subject to certain conditions (see para 16 of Conditions of Hire).

2.6 Purpose/description of hiring:

What is the purpose of your hire (provide a brief description; eg "*children's' party*")

Will tickets be sold for your event? Yes / No

Is food to be provided at the event? Yes / No

- Is alcohol to be provided/consumed/sold at the event? Yes / No
- Will there be exhibition of a film? Yes / No
- Will live music be performed or recorded music played? Yes / No

3. You agree not to exceed the maximum permitted number of people per room including the organisers/performers, as shown in the Conditions of Hire.

4. Licenses

4.1 The Village Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated.

Activity	Times for which activity is licensed
a. Performance of plays	All 10.00 – 24.00 (01.00 Friday) An extension from 24.00 to 01.00 on Saturday/Sunday may be granted but must be applied for separately through the Booking Secretary. Only 4 extensions are permitted annually
d. Exhibition of films	
c. Performance of live music	
d. Playing of recorded music	
e. Performance of dance	
f. Entertainments similar to those in a - e	
g. Making music	
h. Dancing	
i. Entertainment similar to those in g - h	

4.2 In order to hold a licensable activity (including for the *sale* of alcohol¹) on the premises or on part of the premises **not** covered by the Village Hall's Premises Licence, you will need to give a **Temporary Event Notice (TEN)** to the local Licensing Authority (Huntingdonshire District Council) and pay the prescribed fee. The Booking Secretary will advise on the procedure to be followed and authorise the notification in advance. **Failure to seek our authority in advance will result in cancellation of the hiring without compensation because there is a limit on the number of TENs that can be granted annually for any premises.**

4.3 You undertake to comply with the provisions of the Licensing Act 2003 (and any regulations thereunder) and to indemnify us for any obligations thereunder, in particular to notify the Police Authority as required and not to allow the sale of alcohol to those aged under 18 or to those who are drunk or disorderly. **You must provide the Booking Secretary with a copy of the TEN endorsed by the Licencing Authority.**

4.4 The Village Hall holds a Joint Music Licence that covers both the performance of live music and the playing of recorded music on the premises. The licence incorporates charges levied by PRS for Music (on behalf of songwriters, composers and publishers) and PPL (on behalf of record companies and performers). However, some music is specifically excluded from the scope of this licence, in particular, certain live theatrical performances for which separate licencing may be required, and the playing of recorded music by anyone (or organisation) hiring the Village Hall for a commercial purpose (eg aerobics or keep fit classes).

¹ **NB** District Council advice is that this includes events where entry ticket price includes provision of alcohol – eg meal with alcohol

In either case it is your responsibility to obtain and pay for any necessary additional licenses. In the latter case (ie commercial hires) you will need to apply to PPL (Phonographic Performance Ltd) for a separate licence to play recorded music (direct from PPL via www.ppluk.com or by phone 02075341070) and confirm to the Booking Secretary that this has been done.

- 4.5 You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.
5. We and you hereby agree that the Standard Conditions of Hire (provided together with this Agreement and available on our website), along with any additional conditions imposed under the Premises Licence or that we deem necessary, form part of the terms of this Agreement unless we and you agree in writing.
6. 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.

Signed (and dated) by the person named at 2.2(b) above, duly authorised, on behalf of the Village Hall:

Signed (and dated) by the person named at 2.3(a) above or at 2.3(c) above, duly authorised, on behalf of the organisation named at 2.3(b) above, where applicable: