



Registered Charity No: 302653

Hiring Agreement

PARTIES

- (1) The Village Hall named in clause 1.2 acting by its Management Committee (“Village Hall”).
- (2) The person or organisation named in clause 1.3 (“Hirer”).

AGREED as follows:

1. In consideration of the hire fee described in clause 1.4, the Village Hall agrees to permit the Hirer to use the premises described in clause 1.5 for the purpose described in clause 1.6 for the period(s) described in clause 1.1. The details inserted in sub-clauses 1.1 to 1.6 below and the answers to the questions in sub-clauses 1.7 and clause 2 are terms of this agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

1.1 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:

1.2 Village Hall

Authorised Representative:

Mrs Helen Bosworth, Bookings Secretary

Address:

127 High Street

Offord Cluny

Contact details:

bookings@offordvillagehall.org.uk

01480 811892 or 07759316232

1.3 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):

1.4 Hire Fees

See separate schedule for current rates.

Single Hire Events

The Hirer shall pay as a deposit 50% of the cost of the booking when the agreement is signed. The balance of the booking fee being payable not less than fourteen days before the event for which the premises are hired.

In certain circumstances an additional 'Special Refundable Deposit' may be required. This deposit will be refunded 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	£
Balance	£
Special Refundable Deposit	£

Block Bookings (eg Village Organisations, regular private hires)

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

The Management Committee is bound to ensure that the Village Hall is administered in accordance with its Trust Deed as to its charitable purpose. Accordingly, the village hall is bound to preserve and hereby reserves the right to terminate this Agreement by not less than 7 days' notice in writing to the Hirer 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 the Village Hall, the Village Hall shall refund to the Hirer all monies paid by the Hirer to the village hall. The Village Hall shall not however be liable to make any further payment to the Hirer in respect of expenses, costs or losses incurred directly or indirectly by the Hirer in relation to the 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 me 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.

1.5 Premises

Hall (includes kitchen/bar*) only	<input type="checkbox"/>
Hall and committee room	<input type="checkbox"/>
Committee Room only	<input type="checkbox"/>
Storage of equipment	<input type="checkbox"/>

* Indicate if bar is required

1.6 Purpose/description of Hiring (specify here, including if food and/or alcohol is to be provided/consumed at the event. Also indicate if tickets are to be sold for the event):

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

Activity	Times for which the activity is licensed
a. The performance of plays	10.00-24.00 (01.00 Friday)*
b. The exhibition of films	10.00-24.00 (01.00 Friday)*
e. The performance of live music	10.00-24.00 (01.00 Friday)*
f. The playing of recorded music	10.00-24.00(01.00 Friday)*
g. The performance of dance	10.00-24.00 (01.00 Friday)*
h. Entertainments similar to those in a – g	10.00-24.00 (01.00 Friday)*
i. Making music	10.00-24.00 (01.00 Friday)*
j. Dancing	10.00-24.00 (01.00 Friday)*
k. Entertainment similar to those in i – j	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 annually permitted).

2.1 In order to hold a licensable activity (including for the *sale* of alcohol) on the premises or on part of the premises **not** covered by the Village Hall’s Premises Licence, the Hirer 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 the Hall’s 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.**

The Hirer undertakes to comply with the provisions of the Licensing Act 2003 (and any regulations thereunder) and to indemnify the Management Committee 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. **The Hirer must provide the Booking Secretary with a copy of the TENs endorsed by the Licencing Authority.**

2.2 The Hirer agrees not to exceed the maximum number of people per room, including organisers/performers, as shown in the Conditions of Hire.

2.3 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).

In either case it is the Hirer's responsibility to obtain and pay for any necessary additional licenses. In the latter case (ie commercial hires) the hirer 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 Village Hall Management Committee that this has been done.

3. The Hirer agrees with the Village Hall to be present (or by an authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.

4. It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence or that the Village Hall management committee deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Village Hall and the Hirer.

5. 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 1.2 above, duly authorised, on behalf of the Village Hall's Management Committee.

Signed (and dated) by the person named at 1.3(b), duly authorised on behalf of the organisation named at 1.3(a) above, where applicable