

Clyst St Mary Village Hall Hiring Agreement

This Agreement is made on/...../.....(insert date) between (1)The Village Hall named in clause 1.2 acting by its management committee ("Village Hall") and (2) The person or organisation named in clause 1.3 ("Hirer").

AGREED as follows:

In consideration of the hire fee described in clause 2.0, the Village Hall agrees to permit the Hirer to use the premises described in clause 1.4 for the purpose described in clause 1.5 for the period(s) described in clause 1.1. The details inserted in sub-clauses 1.1 to 1.5 below and the answers to the questions in sub-clauses 1.6 to 1.9 below are terms of this agreement. This Hire Agreement includes the Clyst St Mary Village Hall Standard Conditions of Hire and Special Conditions of Hire.

1.0 Hire details

1.1 Hire required on/...../..... from to

If a periodic hire is required i.e. weekly or monthly, enter the start date above and details below

.....

1.2 Clyst St Mary Village Hall Registered Charity Number 273938

1.3 Name of Hirer.....

Organisation (if applicable).....

Address.....

.....

Contact telephone number.....

1.4 Premises required - Main hall /committee room/kitchen/field behind hall (note special conditions for field hire)

1.5 Purpose of hire

Public/private event (please delete as appropriate)

1.6 Will food (other than biscuits/cakes) be provided at the event? Yes/No

1.7 Will you require use of the stage lighting and PA system? Yes/No

1.8 Will you require hire of crockery and cutlery? 100 cups and saucers are provided in the kitchen but 100 place settings of crockery and cutlery are available at an additional hire charge. Yes/No

1.9 Will alcohol be available for sale at your event Yes/No

(note that events of the type which offer a complimentary glass of wine included in the cost of admission are classed as events with alcohol for sale)

2.0 Hire Charges (leave blank)

Hire charge

Deposit.....

2.1 The Caretaker will advise on hire charges and deposit required.

2.2 Provisional bookings may be made up to one year in advance, by agreement with the caretaker. This form, signed by the hirer and with full payment and deposit cheque, must be received by the Caretaker at least 28 days before the date of hire. Failure to do this may result in cancellation of your booking.

2.3 The deposit cheque will be returned 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 and that the hall has been left in a clean and tidy condition as set out in Condition 20.

3.0 Licence conditions

3.1 The village hall has a premises licence authorizing the following regulated entertainment and licensable activities at the times indicated.

- | | | |
|---|---|-----------------------|
| a) The performance of plays |) | |
| b) The performance of live music |) | Between the hours |
| c) The playing of recorded music |) | of 11.00am and 1.00am |
| d) The performance of dance |) | Monday-Friday and |
| e) Entertainments similar to those in a) – d) |) | 11.00am- Midnight |
| f) Making music |) | on Saturday |
| g) Dancing |) | |
| h) Entertainments similar to those in f) & g) |) | |

3.2 If you answered **yes** to question 1.9, and in order to hold any licensable activity not covered by the Village Hall's Premises Licence, a Temporary Event Notice (TEN) will need to be given to the licensing authority. **The Hirer shall obtain the written consent of the management committee on the form provided for this purpose before giving the licensing authority a TEN.** Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the hall management committee and local voluntary organisations.

3.3 Where a licensable event is to be held for which the premises are not licensed the hirer shall be responsible for obtaining such authorisation as may be needed. Hirers should note that the hall has a licence with the Performing Rights Society for the performance of copyright music but that certain events, such as dancing classes, keep fit and social dancing, require a separate Phonographic Performance licence. The Hirer is responsible for obtaining this licences, if applicable, in advance of the hire.

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

5. It is hereby agreed that the Standard Conditions of Hire together with any Special Conditions of Hire shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Village Hall and the Hirer.

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.

As witness the hands of the parties hereto:

Signed by the person named at 1.3 above, duly authorized, on behalf of the organization named at 1.3 above, where applicable

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Signed by the person, duly authorized, on behalf of the Village Hall Committee

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