

Tolleshunt D’Arcy Village Hall Hiring Agreement - Part One

Please ensure you have read and understood this hiring agreement as by signing the agreement you are entering into a contract with the village hall management committee that could be used in evidence should legal action become necessary.

DATED

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 Secretary or, if the Hall 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 annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

2.1 Date(s) required:

Day(s)	Month
Time required (Hours)	From
	Preparation

2.2 Village Hall – Tolleshunt D’Arcy

- (a) Registered Charity No - 301424
- (b) Booking Secretary – Linda Page (All bookings to be made via the Booking Secretary)

Telephone Numbers & Email – 01621 860294; (M) 07467 043100: Email – lindapagey25@talktalk.net

2.3 Hirer:

- (a) Name
- (b) Organisation
- (c) Name of Organisation's Authorised Representative
Address, Telephone Numbers & Email

2.4 Hire Fee - See separate schedule of fees (the Booking Clerk has the schedule of fees).

Hire Fee	£
Deposit	£

You must pay as a deposit of £50.00 or £100.00 depending on the type of booking (as advised by the Booking Secretary) at the time you sign this Agreement. You must pay the balance of the booking fee on or before the start of the event for which you hire the premises.

We will refund the 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 us about noise or other disturbance during the period of the hiring as a result of the hiring.

Is this a commercial hire? Yes / No

Optional additional condition for use with commercial hirers:

"Village halls are usually held on strict trusts which require the management committee to ensure that the hall is administered in accordance with those trusts. 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."

2.5 Premises

Whole of hall

If part of hall please specify

Storage of equipment – please specify

2.6 Purpose/description of hiring:

2.7 Will tickets be sold for your event? Yes / No

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

2.9 Is alcohol to be provided at the event? Yes / No

2.10 Will there be exhibition of a film? Yes / No

2.11 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

Main hall: 130

Committee room: 30

4. The hall has a licence:

with the Performing Right Society (PRS) for the performance of copyright music

from Phonographic Performance Licence (PPL).

4.1 We do not have a Premises Licence for the sale of alcohol. This Agreement gives permission to you for a performance of live music, the playing of recorded music, or an exhibition of a film but only in accordance with the Deregulation Act 2015.

If you intend to sell alcohol you must obtain our consent and apply to the licensing authority for a Temporary Event Notice (TEN).

(i) You are responsible for ensuring that screenings of film abide by age classification ratings.

(ii) You agree that if regulated entertainment outside of the Deregulation Act 2015 is to be held you will obtain our consent to give notice of a TEN to the licensing authority.

(iii) You agree to obtain our consent to give notice of your intention to sell alcohol at the event and to give notice of a TEN to the licensing authority.

If you fail to comply with (i), (ii) or (iii) above, we will cancel the hiring without compensation. This is because there is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.

5. You agree with us to be present (or your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.

6. We and you hereby agree that the Standard Conditions of Hire – **Part Two of Hiring Agreement**, together 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.

7. 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.
8. Do you intend to sell alcohol? **If yes**, the signing of this agreement by the authorised person is the consent needed [see 4.1 (iii) above] **provided that you have acquired the appropriate Temporary Event Notice (TEN) from the local authority for the event.**
9. **AS THERE ARE NO LONGER PUBLIC TELEPHONES AVAILABLE AND THERE IS NOT A TELEPHONE FITTED IN THE VILLAGE HALL AT LEAST ONE RESPONSIBLE PERSON HIRING THE HALL MUST HAVE A WORKING MOBILE PHONE THAT CAN BE USED IN CASE OF AN EMERGENCY.**

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

Signed 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.

