

North Stifford Village Hall

Hiring Agreement

This Agreement must be completed in conjunction with North Stifford Village Hall's Standard Conditions of Hire for all users, which can be found on our website <https://northstiffordvillagehall.co.uk/> or which is available as an electronic or hard copy on request.

PARTIES:

(i) **North Stifford Village Hall**, managed by its Committee.

- (a) Registered Charity No: 263507
- (b) Authorised Representative:
Mrs Amanda Webb (Booking Secretary)
North Stifford Village Hall, High Road, North Stifford, RM16 5UG
Email: northstifford.villagehall@outlook.com

(ii) **The Hirer:**

- (a) Name:
- (b) Organisation
(if applicable):
- (c) Name of Organisation's Authorised Representative, if other than the
Hirer:
- (d) Address:
.....
Postcode:
Tel No:
Email:

AGREED as follows:

1. Throughout this Agreement:

- (i) North Stifford Village Hall 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.
- (ii) the person or organisation named as The Hirer above 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.
- (iii) where you must seek our consent, tell us about something or give us something, you must speak to the Hall Bookings Secretary and seek their consent or, if that person is not available, from any of our Committee members.

2. In consideration of the hire fee described in clause 2.2, we agree to permit you to use the hall/storage you requested, as described in clause 2.4, for the purpose described in clause 2.5 for the period(s) described in clause 2.1. The details inserted in sub-clauses 2.1 to 2.5 below and the answers to the questions in sub-clauses 2.6 to 2.10 are terms of this Agreement. This Agreement includes the Standard Conditions of Hire set out on our website as detailed above.

2.1 Date(s) required (complete sections a) or b) as appropriate):

a) For Hirers for an individual event:

Date(s) Time required (Hours)

From To
including preparation and clear-up time

OR.

b) For those we designate as regular hirers:

Day(s) Month

Time required (Hours) From:

To:
Including preparation and clear-up time.

For regular Hirers, this Hiring Agreement will remain effective for 12 months from the date of signing, at which time application to extend can be made. If you wish to cancel this Agreement within the 12 month period,

then 6 weeks' notice must be given to the Booking Secretary by email.

2.2 Hire Fee:

A full invoice will be issued to the Hirer once this Hiring Agreement has been signed. This will show:

- (i) the cost of hiring, calculated on the required time(s) (as declared above) and based on an hourly rate;

and, **if it is applied**

- (ii) a 'damage deposit' of £100 for bookings finishing before 6.00 pm and £200 for bookings after 6.00 pm (as referenced in the Standard Conditions of Hire). This will be refundable after the event if no damage or loss is caused or pro rata to any that is caused. This will need to be paid at the time of the hire payment.

Invoices for regular hirers will be issued on a monthly basis as agreed with the Bookings Secretary and if so issued and one or more events in the invoicing period are cancelled our Bookings Secretary must also be informed at least six weeks in advance. Payment of the invoice must be made before the first day of the month for the hire period during that month.

The invoice, for other than those we designate as regular hirers, will instruct that a non-refundable deposit of £50 is payable immediately, to secure the hiring, and that the balance must be paid at least six weeks before the event for which the premises are hired. If earlier than six weeks full payment is needed.

If you choose to pay the entire invoice immediately it obviates the need to pay a £50 deposit but if not and provided the balance of the invoice is paid in full at least six weeks before the day of hire the hiring will proceed.

Payments are to be made by electronic bank transfer directly to our bank, using the account details set out in the invoice.

2.3 Commercial hire

If yours is a commercial hire, i.e. a hire by a business or an individual whose hiring is in furtherance of their business, the main goal of which is to earn a profit from the sale of products and/or services, you must understand that it is important that commercial use of a charitable hall does not interfere with its prime use, which is for the benefit of local inhabitants. 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.

2.4 Rooms required:

Main Hall, kitchen and toilets	Yes	No
Storage (for regular hirers)	Yes	No

2.5 Purpose/description of hiring:

.....

2.6 Will tickets be sold for your event? Yes No

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

2.8 Is alcohol to be provided at the event? Yes No

2.9 Will there be exhibition of a film? Yes No

2.10. Will live or recorded music be played? Yes No

2.11. All rubbish should be removed by you from the hall and taken home. If you wish to use our bins a charge of £18 will be made. Please liaise with the caretaker on the day.

3. Permitted numbers:

You agree not to exceed the maximum permitted number of 100 people including the organisers/performers:

4. Licences:

North Stifford Village Hall has a Music Licence issued by PPL PRS Ltd (No. 02219317) for the performance of copyright music.

We do not have a Premises Licence for the sale of alcohol. The sale of alcohol is strictly prohibited.

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.

[see: <https://www.legislation.gov.uk/ukpga/2015/20/section/76>]

- (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 Temporary Event Notice (TEN) to the licensing authority;

If you fail to comply with (i) or (ii) 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. Insurance

North Stifford Village Hall holds public liability insurance cover for possible damage or loss to third parties.

Commercial/regular hirers, should make their own arrangements for public liability insurance, which should be for a minimum limit of indemnity of £2million. We will need to be provided with a copy of the appropriate insurance policy you have and a current receipt or other evidence of cover at the time of accepting a booking.

- 6. You, or any person representing you during the hiring session agree to comply fully with this Agreement and agree with us being present if necessary during the hiring.
- 7. We and you hereby agree that our Standard Conditions of Hire, together with any additional conditions imposed under a Premises Licence or that we deem necessary, form part of the terms of this Agreement unless we and you agree in writing and by signing this Agreement you confirm that you have also read, and will abide by, North Stifford Village Hall's:
 - a) Health & Safety & Fire Safety;
 - b) Handbook for people Hiring the Hall, which includes detailed guidance supplementing these basic Terms and Conditions.

All of these documents are available to view at

<https://northstiffordvillagehall.co.uk/>

- 8. 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.
- 9. Digital signatures of either Party to this Agreement are acceptable. These digital representations of a handwritten signature hold the same authority as if they were the original.

Confirmation of your acceptance of this Agreement must be provided to our Bookings Secretary by returning, either:

- a) a completed, dated, paper copy of this Agreement with your handwritten signature in the space provided; or

- b) a dated, digital copy of this Agreement, fully completed including with your name in the signature space, returned to us on an email which must include the words, 'I/We agree to the terms of the attached Hiring Agreement'.

.....
(Duly authorised, on behalf of **North Stifford
Village Hall**)

..... Date:
The Hirer, (duly authorised, if on behalf of an organisation