

## Sutton Valence Village Hall Hiring Agreement

Agreement Number:

Date:

Please ensure you have read and understood this document carefully, together with the attached Standard Conditions of Hire, which together form your contract to hire the Hall and may be used in evidence should legal action become necessary.

### + + IMPORTANT NOTICES + +

1. Sutton Valence Village Hall Committee does not own/operate or have any authority relating to the use of the playing fields adjoining the village Hall, the car park adjoining the Hall and playing fields. Therefore the Committee cannot guarantee the availability of parking at any time.
2. Vehicles are left in the car park entirely at their owners' risk.
3. The Hirer must supervise parking so that there is no overflow onto the playing fields or the road. Parking must be such as to ensure quick and easy access and exit to and from the car park by emergency vehicles such as Fire Brigade, Ambulance and Police.
4. The Hirer is responsible for any damage to any part of the village Hall, its contents, the adjoining car park or surrounding area, arising from or in any way related to the hiring.
5. Users should leave the Hall in the condition they found it.
6. No fires or barbecues are permitted.
7. The use of inflatables, including bouncy castles, is prohibited.
8. The public screening or showing of films or television programmes, whether on film, DVD or tape or downloaded via the internet in the Hall is prohibited.
9. For your own safety, we recommend that the main entrance is kept secure during your session at the Hall, either by having a person present on the door or by locking it from the inside.

Please return the signed agreement to:

Cheques payable to :

Or

Pay online or by BACS to:

### PARTIES

- (1) The Village Hall named in clause 2.2 acting by its management committee.
- (2) The person or organisation named as the Hirer in clause 2.3.

### AGREED

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.

<b>2.1 Date(s) required</b>					
<b>Time</b>	<b>From:</b>		<b>To:</b>		
<i>Time includes preparation time (a half-hour clearing up time after your event is permitted without charge). Additional hire may be charged and may be deducted from the Special deposit referred to in 2.4 below, if the Hall is vacated late.</i>					
<b>Part of Hall hired (please circle)</b>	<b>Main Hall</b>	<b>Side Hall</b>	<b>Committee Room</b>	<b>Kitchen</b>	<b>PA System</b>
<b>Event Description</b> (e.g. Dance, Exhibition, Party, Lecture, etc.)					
<b>Number of Attendees</b>	<b>Note:</b> The number must not exceed those shown in Clause 3 below for the Hall (including the Side Hall)				
<b>2.2 Village Hall</b> (a) Registered Charity No: 273471 (b) Authorised Representative Address: Telephone Numbers 01622 842024/& Email svvhbookings@gmail.com					
<b>2.3 Hirer</b>	<b>Name:</b>				
<b>Address:</b>					
<b>Postcode:</b>					
<b>Tel:</b>			<b>Email:</b>		
<b>Mobile:</b>					
<b>Organisation:</b> (if applicable)			<b>Telephone Numbers</b>		
<b>Authorised Representative</b>			<b>Email:</b>		
<b>2.4 Hire Fee per event</b>			<b>£</b>		
<b>Total Hire fee for bookings covered by this form</b>			<b>£</b>		
<b>Deposit</b> (Note: deposit is due on signature and is required to secure the booking)			<b>N/A</b>		
<i>You must pay as a deposit at least one third of the cost of the booking at the time you sign this Agreement. You must pay the balance of the booking fee 30 days or more before the event for which you hire the premises. Cancellation may be made up to 30 days or more prior to the booked date and the deposit will be returned in full. For cancellation within 30 days of the booked date no deposit will be returned and, if we are unable to conclude a replacement booking, we may in our complete discretion, require payment of the hire fee.</i>					
<b>Balance: £</b>			<b>Due by:</b>		
<b>Special deposit: £</b>			<b>Due:</b> at time of booking post-dated to date of event. (see below for further information)		
<i>We will refund the special 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 and that no Additional Hire is chargeable.. For the Special Deposit please submit a cheque dated with the date of your event which we will hold pending any assessment of damage: it will either be banked if required or, if not required, either returned to you or destroyed by agreement with you.</i>					
<b>Is this a commercial hire?</b> Yes / No					
<b>Additional condition for commercial hirers:</b> 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					

<p><i>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.</i></p> <p><i>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.</i></p>	
<p><b>2.5 Premises:</b></p> <p>Whole of hall comprising: - Main Hall - Side Hall - Committee Room - Kitchen</p> <p>A PA System is also available to hire with the Hall. Wi-Fi services are available for a fee.</p>	
<p><b>2.6 Purpose/description of hiring</b></p>	
<b>2.7</b> Will tickets be sold for your event?	Yes / No
<b>2.8</b> Is food to be provided at the event?	Yes / No
<b>2.9</b> Is alcohol to be provided at the event?	Yes / No
<b>2.10</b> Will live music be performed or recorded music played?	Yes / No
<p><b>3.</b> You agree not to exceed the maximum permitted number of people including the organisers/performers for your event:</p> <p>Closely seated audience .....215</p> <p>Dancing .....290</p> <p>Exhibitions .....107</p> <p>Seated at tables .....146</p> <p>Seated at tables &amp; dancing combined .178</p>	
<p><b>4. The hall has a licence:</b> with the Performing Right Society (PRS) for the performance of copyright music, and from Phonographic Performance Licence (PPL).</p> <p>We do not have a Premises Licence. 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.</p> <p>(i) You are responsible for ensuring that screenings of film abide by age classification ratings.</p> <p>(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.</p> <p>(iii) You agree to obtain our consent to give notice of your intention to provide alcohol at the event and to give notice of a TEN to the licensing authority. Irrespective of the terms of any liquor licence, no liquor shall be served after 11pm, even if earlier than the finishing time of the hiring.</p> <p><i>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.</i></p>	
<p><b>5.</b> You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.</p>	
<p><b>6.</b> We and you hereby agree that the Standard Conditions of Hire (see below), 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.</p>	
<p><b>7.</b> 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</p>	
<p>Signed by the person named at 2.2(b) above, duly authorised, on behalf of the Village Hall.</p>	
<p><b>Signature:</b> <b>Date:</b></p>	
<p>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.</p> <p><b>Signature</b> <b>Date:</b></p>	