



Highwood Village Hall Hiring Agreement

Highwood Village Hall
Highwood Rd Loves Green Highwood Chelmsford Essex CM1 3QG

Issue 9

As approved by Village Hall Management Committee

November 2015

THE PARTIES OF THIS HIRING AGREEMENT ARE HIGHWOOD VILLAGE HALL COMMITTEE ACTING ON BEHALF OF HIGHWOOD VILLAGE HALL TRUST AND THE PERSON OR ORGANISATION NAMED IN CLAUSE 1.3 ("HIRER").

DATE OF HIRE APPLICATION

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. In signing this Hiring Agreement the Hirer is confirming they have read and will comply with the **Standard Conditions of Hire "Terms & Conditions"**. Copies of the Standard Conditions of Hire are found on the Village Hall website, or in the foyer of the Village Hall in the dispenser.

1.1 Dates(s) required:

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(Please list all dates required in respect of multiple bookings).

Start **time** of hire

Finish **time** of hire

Total number of hours required.

(Setting up and cleaning time **MUST** be included within the hours of hire).

Please tick your tariff classification as appropriate

- Local organisation
- Resident
- Frequent user
- Non resident
- Commercial

Please tick your tariff rate as appropriate

- Session rate
- Session rate & per hour
- Per hour
- All day

1.2 Village Hall

(a) Registered Charity No

301343

(b) Authorised Representative

Booking Clerk – Shelley Fowler

Address

Booking Clerk Highwood Village Hall
C/o The Aytons
5 Loves Green Cottages, Highwood,
Chelmsford CM1 3QG

Contact Email & Tel:

shelleyfowler@mail.com
01245 248 519



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1.3 Hirer:

(a) Name	<input type="text"/>
(b) Organisation Name (if applicable)	<input type="text"/>
(c) Name of Organisation's Authorised Representative	<input type="text"/>
Address	<input type="text"/>
Contact Telephone Numbers (Home / Mobile)	<input type="text"/>
Contact Email	<input type="text"/>

Payment Policy

- For standard bookings, the Hirer shall pay as deposit of 50% of the cost on the initial booking. The balance of the booking fee *and Bond if applicable* must be paid in full at least four weeks before the event. If full payment is not received before this time the Village Hall may be let to another hirer.
- For concession / frequent user rate booking, 100% of the hire charge must be paid on the initial booking.
- A bond of £200 will apply for private parties, dances and commercial use. This bond will normally be repaid in full within 14 days of the termination of the period of hire provided no damage or loss has been caused to the premises and/or contents, nor complaints made about noise or other disturbance during the period of the hire and the Village Hall has been cleaned adequately at the end of the hire. Deductions will be made before any refund and extra charges may be levied if, in the sole opinion of the Highwood Village Hall Committee and maintenance team, cleaning, damage, disturbance or loss has occurred. It is the Hirers responsibility to ensure that all rooms are left in a clean and tidy condition. All equipment used including furniture, kitchen white goods, crockery and cutlery to be left clean and returned to their original positions. Floors are to be swept, vacuumed, or mopped as may be necessary, prior to vacating the building. All lights must be extinguished and windows and doors secured before leaving the premises.
- Any refund of bond will be delayed until the full extent of costs have been assessed.
- Cheques will be cashed to account upon receipt.
- In the event of a cancellation prior to 30 days before the event, a full refund less a £10 administration fee will be made. No refund will be made if the cancellation gives less than 30 days notice.

1.4 Total Hire / Booking Fee (Including Bond if applicable)	£ <input type="text"/>
50% Deposit (Please enclose with application)	£ <input type="text"/>
Date Balance Due	<input type="text"/>
Commercial Use?	Yes / No



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1.5 Premises

Whole of hall

Yes / No

If part of hall please specify

1.6 Purpose/description of hiring

This will be a public/private event?

1.7 Is food to be provided at the event?

2. The Village Hall has a **Premises Licence** authorising the following regulated entertainment and licensable activities at the times indicated. Please confirm which licensable activities will take place at your event:

Activity	The hall is licensed for	Times for which the activity is licensed	Indicate activities to take place at your event (must be completed by the hirer)
a. The performance of plays	✓	8am-22.30 hrs Sun-Thurs 8am-23.30 hrs Fri-Sat	
b. The exhibition of films	✓	8am-22.30 hrs Sun-Thurs 8am-23.30 hrs Fri-Sat	
c. Indoor sporting events	✓	8am-22.30 hrs Sun-Thurs 8am-23.30 hrs Fri-Sat	
d. Boxing or wrestling entertainment	✓	8am-22.30 hrs Sun-Thurs 8am-23.30 hrs Fri-Sat	
e. The performance of live music	✓	8am-22.30 hrs Sun-Thurs 8am-23.30 hrs Fri-Sat	
f. The playing of recorded music	✓	8am-22.30 hrs Sun-Thurs 8am-23.30 hrs Fri-Sat	
g. The performance of dance	✓	8am-22.30 hrs Sun-Thurs 8am-23.30 hrs Fri-Sat	
h. Entertainments similar to those in a – g	✓	8am-22.30 hrs Sun-Thurs 8am-23.30 hrs Fri-Sat	
i. Making music	✓	8am-22.30 hrs Sun-Thurs 8am-23.30 hrs Fri-Sat	
j. Dancing	✓	8am-22.30 hrs Sun-Thurs 8am-23.30 hrs Fri-Sat	
k. Entertainment similar to those in i – j	✓	8am-22.30 hrs Sun-Thurs 8am-23.30 hrs Fri-Sat	
l. The provision of hot food/drink after 11pm	✓	8am-22.30 hrs Sun-Thurs 8am-23.30 hrs Fri-Sat	
m. The sale of alcohol	X	8am-22.30 hrs Sun-Thurs 8am-23.30 hrs Fri-Sat	Not available

Licensing Act 2003 – Licensable Activities: the HIRER hereby accepts the four fundamental objectives of the Act, namely (a) the prevention of crime and disorder, (b) public safety, (c) the prevention of public nuisance and (d) the protection of children from harm.

2.1 The hirer agrees not to exceed the maximum permitted number of people within the building, including the organisers/performers.

Within the premises

100 people seated or standing



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- 2.2 Where a licensable activity will take place, the HIRER hereby acknowledges receipt of a copy of the conditions of the Premises Licence and/or operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agrees to comply with all obligations therein.
- 2.3 The Hall has a licence with the **Performing Right Society** for the performance of copyright music.
- 2.4 In order to hold a licensable activity on the premises, or on part of the premises not covered by the 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. The HIRER agrees with the Village Hall to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with the Standard Conditions of Hire / Terms & Conditions. There is no telephone in the Village Hall and hirers (or their authorised representative) are strongly advised to have a mobile telephone available for use in emergencies.
4. It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence (see clause 2.3) 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.

As Witness the hands of the parties hereto:

Hirer

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

Village Hall

Signed by the person named at 1.2(b) above the Booking Clerk, duly authorised, on behalf of the Village Hall's Management Committee.

Please return pages 1-4 of this form completed and signed to the Booking Clerk, the return address is as set out on page 1. Thank you.