

# Hiring Agreement - Newton in Cartmel Village Hall

## PARTIES

(1) The Village Hall named in clause 1.2 acting by its management committee ("Village Hall").

(2) The person or organisation named in clause 1.3 ("Hirer").

## 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. This Hiring Agreement includes the annexed Standard Conditions of Hire and any Special Conditions of Hire.

### 1.1 Date(s) required:

Day(s) Month

Time required (Hours) From

Preparation

### 1.2 Village Hall

(a) Registered Charity No 521258

(b) Authorised Representative **Ian Saunders**

Address **Sunny Bank, Newton in Cartmel LA11 6JH**

Telephone Number **07835251261**

### 1.3 Hirer:

(a) Name

(b) Organisation

(c) Name of Organisation's

Authorised Representative

Address

Telephone Numbers & email

### 1.4

#### Hire Fee

£7.00 per Hour

**Deposit** £

(only if applicable and agreed)

The Hirer shall pay as deposit at least one third of the cost of the booking. The balance of the booking fee being payable on or before the conclusion of the event for which the premises are hired (the deposit having been paid when the agreement is signed).

**Balance** £

**Special deposit** (for large events) £

(only if applicable and agreed)

This deposit will be refunded 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.

**Balance** £

Payable on or before the conclusion of the event for which the premises are hired (the deposit having been paid on the signing hereof).

**Commercial Use?** Yes / No

**1.5 Additional condition for use with commercial hirers:**

*“Village halls are usually held on strict trusts with the Charity Commission for the purposes of a village hall. The management committee is bound to ensure that the hall is administered in accordance with those trusts. Accordingly the village hall is bound to preserve and hereby reserves the right to terminate this Agreement by not less than 7 days notice in writing to the Hirer 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 the village hall, the village hall shall refund to the Hirer all monies paid by the Hirer to the village hall. The village hall shall not however be liable to make any further payment to the Hirer in respect of expenses, costs or losses incurred directly or indirectly by the Hirer in relation to the termination”.*

**1.6 Purpose/description of hiring**

Will tickets be sold for your event? Yes / No

Is the kitchen going to be used?/food to be provided at the event? Yes / No

**1.7 The hall is not licenced for the sale of alcohol or other licensable activities.** Please check when booking what is required.

In order to hold a licensable activity on the premises, a **Temporary Event Notice (TEN)** will need to be given to the licensing authority.

**1.8** 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.

**1.9** It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under any temporary event notices 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.

**2.0** 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 here to:**

**Signed by the person duly authorised, on behalf of the Village Hall’s Management Committee.**

**Signed by the person named as hirer above, duly authorised, on behalf of the organisation named above, where applicable**