**Hire Agreement**

|  |  |
| --- | --- |
| **DATED** |  |

|  |  |
| --- | --- |
| **PARTIES** | **(1) Semley Village Hall** |
|  | **(2)** |

(1) The Village Hall named in clause 2.1 acting by its management committee (“Village Hall”).

(2) The person or organisation named in clause 2.2 (“Hirer”).

**AGREED** as follows:

**1.0** Throughout this Agreement:

* the Village Hall named in clause 2.1 includes the Village Hall’s charity trustees, employees, volunteers, agents and invitees
* the person or organisation named in clause 2.2 is referred to as “Hirer” includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees
* where the Hirer must seek the Village hall’s consent, advises the Village Hall about something or give the Village Hall something, the Hirer must speak to and seek consent from the Village Hall’s Bookings Secretary or, if the Booking Secretary is not available, any of Village Hall trustees.

**2.0** In consideration of the hire fee described in clause 2.3, the Village Hall agrees to permit the Hirer

to use the premises described in clause 2.4 for the purpose described in clause 2.5 for the period(s) described in clause 2.3. The details inserted in sub-clauses 2.1 to 2.5 below and the answers to the questions in sub-clauses 2.6 to 2.8, clause 4 and Annex A are terms of this agreement. This Hiring Agreement includes the Standard Conditions of Hire of Semley Village Hall and the Special Conditions of Hire (if any) set out in the attached Schedule.

**2.1 Village Hall**

|  |  |  |
| --- | --- | --- |
| (a) | Registered Charity | **305567** |
|  |  |  |
| (b) | Authorised Representative | **Bookings Secretary** |
|  |  |  |
| (c) | Address | **Semley Village Hall**  **Semley**  **Shaftesbury**  **Dorset**  **SP7 9AP** |
|  |  |  |
| (d) | Telephone Number | **07971 408311** |

**2.2 Hirer**:

|  |  |  |
| --- | --- | --- |
| (a) | Name / Organisation |  |
|  |  |  |
| (b) | Name of Organisation’s Authorised Representative (if appropriate) |  |
|  |  |  |
| (c) | Address |  |
|  |  |  |
|  | Contact Telephone Numbers |  |
|  |  |  |
|  | Email Address |  |
|  |  |  |
| (d) | Name or “Responsible Person” for Health & Safety, Hygiene and Fire Safety |  |

**2.3 Hire Fee**

(A) INDIVIDUAL EVENTS

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Date of Hire:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Session(s) – Please circle | | | |
| 08.00 – 13.00 | 13.00 – 18.00 | | 18.00 – 23.00 |
|  | @ £30 per session | | | |
| Special Deposit\* (refundable if hall left in good condition – see below | £ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Due by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Non-refundable deposit | £ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Due by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Balance | £ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Due by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

\*This special 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.

(B) REGULAR EVENTS

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Dates of Hire: From \_\_\_\_\_\_\_\_ To\_\_\_\_\_\_\_\_ | Session(s) / Day(s) – Please circle | | | | | | | | |
| 08.00 – 13.00 | | | 13.00 – 18.00 | | | 18.00 – 23.00 | | |
| Mon | Tue | Wed | | Thu | Fri | | Sat | Sun |
| Number of Hirings: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | @ £30 per session | | | | | | | | |

* 1. **Payment**

All cheques should be made payable to Semley Village Hall.

For BACS payment our Bank Account Details are:

Bank: NatWest Bank, The Commons, Shaftesbury, Dorset, SP7 8JY

Sort Code: 54 41 30

Account Number: 05310024 “Semley Village Hall 2”

**2.5 Premises (Please mark with “X” as appropriate)**

|  |  |
| --- | --- |
| Use of Main Hall |  |
|  |  |
| Use of Play Area |  |
|  |  |
| Storage of Equipment (please specify) |  |

**2.6 Purpose/description of hiring**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | | |
|  | |  |  |
| This will be a public or private event (please specify). | | Public / Private | |
|  | |  |  |
| This will be a commercial event. If yes, mark “X”. | |  |  |

**2.7 Catering (please mark with “X” as appropriate)**

|  |  |
| --- | --- |
| Food / drink will be provided at the event. |  |
|  |  |
| A Caterer will be providing the food / drink. |  |
|  |  |
| A caterer is providing food / drink as detailed in Annex A section A1. |  |

**2.8 Children and Vulnerable Persons**

|  |  |  |
| --- | --- | --- |
| The event is a family event involving relatives / close friends. |  |  |
|  |  |  |
| The event / proposed activity is not a family event involving relatives and/or close friends and is attended by children or vulnerable adults, as detailed in Annex A section A2. |  |  |
|  |  |

**3.0 Occupancy**. The hirer agrees not to exceed the maximum permitted number of people in the main hall including the organisers/performers. This is 95 people standing or 75 people seated at tables.

**4.0** **Regulated / Licensable Activities during Commercial / For Profit Events**

4.1 The Hirer confirms that the following regulated / licensable activities will take place at the event.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Regulated / Licensable activities to take place at event (Hirer to mark “X” in appropriate box)** | | | | | | |
| a. | The performance of plays |  |  | i. | Making music |  |
| b. | The exhibition of films |  |  | j. | Dancing |  |
| c. | Indoor sporting events |  |  | k. | Entertainment similar to i - j |  |
| d. | Boxing or wrestling entertainment |  |  | l. | Provision of hot food after 11pm |  |
| e. | The performance of live music |  |  | m. | Sale of alcohol |  |
| f. | The playing of recorded music |  |  | o. | Use of equipment requiring TV licence |  |
| g. | The performance of dance |  |  | p. | None of the above |  |
| h. | Entertainments similar to a - g |  |  |  |  |  |

|  |  |
| --- | --- |
| The above marked activities will take place in accordance with Annex A, section A.3. |  |

**5.0** **Personal Data and Privacy** Semley Village Hall uses personal data for the purposes of managing the hall, its bookings and finances, marketing and organising events at the hall, staff employment and its fundraising activities. Data may be retained for up to 7 years for accounts purposes and for longer where required e.g. by the hall’s insurers. The Hirer can find out more about how the hall uses personal data by requesting a copy of its Data Protection and Policy Procedures, by contacting the Chair of the Management Committee.

1. Semley Village Hall uses personal data for the purposes of managing hall bookings, events, marketing, and publicity. **Please tick or sign here if you are unwilling for us to store and use your contact details for such purposes.**

|  |
| --- |
|  |

1. Please tick or sign here if you are willing for us to share your contact details with other groups and organisations benefitting the residents of the Parish of Sedgehill and Semley or wider geographic area.

|  |
| --- |
|  |

**6.0** The Hirer agrees with the Village Hall to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.

**7.0** The Village Hall and the Hirer hereby agree that the Standard Conditions of Hire (that can be obtained from the Bookings Secretary or from <http://www.semleyvillagehall.org.uk> ), together with any additional conditions imposed under the Premises Licence or Temporary Event Notice or that the Village Hall deems necessary, form part of the terms of this Agreement unless the Village Hall and the Hirer agree in writing.

**8.0** 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 hereto:

Signed by the person named at 2.1(b) above, duly authorised, on behalf of Semley Village Hall’s Management Committee.

|  |  |
| --- | --- |
| Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

Signed by the person named at 2.2(a) above or at 2.2(b) above, duly authorised, on behalf of the organisation named at 2.2(b) above, where applicable.

|  |  |
| --- | --- |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

**Annex A**

**Additional Statements**

**A1. Catering**

If a caterer is providing food / drink, the Hirer confirms that the Caterer:

|  |  |
| --- | --- |
| Is competent to provide food (e.g. has appropriate qualifications, references and experience.) |  |
| Has adequate public liability insurance cover. |  |
| Has seen the health and safety, health and hygiene and fire safety files located in the kitchen and is aware of any hazards which might arise. |  |
| Has its own health and safety and health and hygiene policies for its staff. |  |
| Know the Hirer’s Nominated Person who is responsible for overseeing that the catering is as asked for and is to a satisfactory and safe standard. |  |

**A2. Children and Vulnerable Persons (please mark with “X” as appropriate)**

If the event / proposed activity is attended by children or vulnerable adults, and not a family event involving relatives and close friends:

|  |  |  |
| --- | --- | --- |
| The Hirer will be providing caring or nursery activities for children that will last over 2 hours. | |  |
| If yes | The Hirer is registered with the Local Authority / Ofsted. |  |
| The Hirer has a Safeguarding Policy (please provide) and are arrangements in place. |  |
| The Hirer has relevant staff with appropriate DBS checks. |  |
|  | The named safeguarding person is: | |
| The Hirer will be providing activities for vulnerable adults. | |  |
| If yes | The Hirer has a Safeguarding Policy (please provide) and are arrangements in place. |  |
| The Hirer has relevant staff with appropriate DBS checks. |  |
|  | The named safeguarding person is: | |

**A3. Regulated Entertainment / Licensable Activities at Commercial / For Profit Events**

A.3.1. Semley Village Hall has a Premises Licence in accordance with the Licensing Act 2003 authorising regulated entertainment and licensable activities at the following specified times:

|  |  |  |
| --- | --- | --- |
| Sale and Consumption of Alcohol: Only Indoors / Play Area | Sunday to Saturday | 07.00 to 00.00 |
| Screening of Films for Profit | Sunday to Saturday | 10.00 to 23.00 |
| Playing of Music for Profit: Note – Only Indoors | Sunday to Saturday | 07.00 to 00.00 |
| Performance of Live Music for Profit: Note – Only Indoors | Sunday to Saturday | 07.00 to 00.00 |

A.3.2 The Hirer confirms that the following regulated / licensable activities will take place at the event.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Regulated / Licensable activities to take place at event (Hirer to mark “X” in appropriate box)** | | | | | | |
| a. | The performance of plays |  |  | h. | Entertainments similar to a - g |  |
| b. | The exhibition of films |  |  | i. | Making music |  |
| c. | Indoor sporting events |  |  | j. | Dancing |  |
| d. | Boxing or wrestling entertainment |  |  | k. | Entertainment similar to i - j |  |
| e. | The performance of live music |  |  | l. | Provision of hot food after 11pm |  |
| f. | The playing of recorded music |  |  | m. | Sale of alcohol |  |
| g. | The performance of dance |  |  |  |  |  |

A.3.3 This Agreement gives permission to the Hirer to sell alcohol, screen films for profit, for the performance of live music, and the playing of recorded music, but only within the permitted hours and in accordance with the conditions of the Premises Licence, a copy of which can be obtained from the Bookings Secretary and is also located in the kitchen:

1. The Hirer will be responsible for the proper conduct of people managing and attending the event.
2. The Hirer is responsible for ensuring that children attending screenings of films abide by age classification ratings and required copyright licenses are obtained.
3. The Hirer will ensure that alcohol is not served to intoxicated customers, and there is no irresponsible promotion of the sale of alcohol including activities that encourage the consumption of alcohol within time limits or as much as possible.
4. The Hirer will adopt the “Challenge 25” Age Verification Policy to ensure no person under the age of 18 is served alcohol.
5. The Hirer will only sell alcohol from securely closed containers, or for beer / cider in 1/2 pint measures, for spirits in 25ml or 35ml measures, and still wine in 125ml measures.
6. The Hirer will record refusals of service in the Incident Book located in the kitchen.
7. The Hirer will conduct regular noise checks outside the premises and take action to reduce excess noise as required.

A.3.4 If regulated entertainment is to be held outside the permitted hours, outside the building, and/or outside of the Deregulation Act 2015:

1. The Hirer agrees to obtain consent from the Village Hall and to submit a Temporary Event Notice (TEN) to the licensing authority at least 10 working days before the event.
2. If the Hirer fails to obtain consent, the hiring will be cancelled 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 the Village Hall and by local voluntary organisations.

A.3.5 The hall has a TV license allowing the Hirer to:

1. watch and record programmes as they’re being shown on TV or live on an online TV service, including programmes streamed over the internet and satellite programmes from outside the UK, and
2. watch or download BBC programmes on demand, including catch up TV, on BBC iPlayer.
3. This can be on any device, including TVs, desktop computers, laptops, mobile phones, tablets, games consoles, digital boxes, DVD, Blu-ray and VHS recorders, or anything else.

A.3.6 The hall has a Phonographic Performance License for the performance of music at the Premises, subject to TheMusicLicence Terms and Conditions.

A.3.7 The hall has an “Umbrella Licence” from the Motion Picture Licensing Company allowing the screening of certain films for profit. The Hirer will advise the Bookings Secretary if films are to be screened for profit.