

DATED

PARTIES

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

**AGREED** as follows:

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 Booking Clerk or if the Booking Clerk 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.

**2.1 Date(s) required:**

Single booking Date..... Times from..... to .....

For multiple bookings please see attached sheet. **For regular users this agreement may be valid for up to a calendar year. However, any changes to requirements or details to the use of the Hall must be notified to the booking clerk as a matter of urgency. Also, any use of the hall in excess of the booked time will be charged at the standard rate.**

**2.2 Colwall Village Hall**

(a) Registered Charity No.

(b) Authorised Representative  
(Hall Contact & for return of all forms)

Address

Email

Phone

**2.3 Hirer:**

(a) Name

(b) Organisation

(c) Name of Organisation's  
Authorised Representative

Address

Telephone Numbers &amp; Email

**2.4 Hire Fee**

We will ask you to pay as a deposit of 20% at the time you sign this Agreement if your booking is for more than three months ahead. You must pay the balance of the booking fee 8 weeks before the event for which you hire the premises.

Special deposit                      **£ NIL**

We will refund the 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.

Balance                                      **£ NIL**

Payable on or before the conclusion of the event for which the premises are hired.

Is this a commercial hire?

Yes No **Additional condition for use with commercial hirers:**

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.

**2.5 Premises Required**

Whole of building

If part of hall, please specify

Storage of equipment

**2.6 Purpose/description of hiring**

- |                                                                                                                     | Yes                                                  | No                                                   |                   |
|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|-------------------|
| <b>2.7</b> Will tickets be sold for your event?                                                                     | <input type="checkbox"/>                             | <input type="checkbox"/>                             |                   |
| <b>2.8</b> Is food to be provided at the event?<br>Is the supply of crockery required?                              | <input type="checkbox"/><br><input type="checkbox"/> | <input type="checkbox"/><br><input type="checkbox"/> |                   |
| <b>2.9</b> Is alcohol to be provided at the event?                                                                  | <input type="checkbox"/>                             | <input type="checkbox"/>                             | (If yes see #4.1) |
| <b>2.10</b> Will there be exhibition of a film?                                                                     | <input type="checkbox"/>                             | <input type="checkbox"/>                             |                   |
| <b>2.11</b> Will live music be performed or recorded music played?<br>Will you require use of the Hall's PA system? | <input type="checkbox"/><br><input type="checkbox"/> | <input type="checkbox"/><br><input type="checkbox"/> |                   |
| <b>2.12</b> Will you be providing such as a bouncy castle                                                           | <input type="checkbox"/>                             | <input type="checkbox"/>                             |                   |

The hirer is responsible for the table and chair layout and for replacing the same in the storage areas from where they were removed, after the event.

- 3.** You agree not to exceed the maximum permitted number of people per room including the organisers/performers

Main hall: **200** if seated **150** if dancing  
Jean Simon Room: **40**

- 4.** The hall has a music licence:

with the Performing Right Society (PRS) for the performance of copyright music and Phonographic Performance Limited (PPL) for public playing of recorded music

**4.1** Licensable Activities

We have a Premises Licence authorising various entertainments and the sale of alcohol. A summary is appended to the Standard Conditions of Hire. (Full version is on the noticeboard and website.) You may request use of this licence for the sale of alcohol (See Appendix 1) but will then be held personally responsible for the supervision of the sale.

If we believe a Temporary Event Notice (TEN) would be in our best interests we can ask you to give notice of a TEN. In signing you hereby acknowledge having read and noted the conditions in accordance with which the hiring must be undertaken particularly with respect to the timings of events and agree to apply with all obligations therein.

5. You agree with us to be present (or by your authorised representative if appropriate) during the hiring and to comply fully with this Agreement.
  
6. We and you hereby agree that the Standard Conditions of Hire (see separate sheets and/or on our website), 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.
  
7. 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.
  
8. Your requested booking will be accepted by the Booking Clerk and will then be confirmed on receipt of the fee or deposit payable by Bank Transfer as specified on the invoice, with the invoice number quoted as reference.  
**Cancellations: If any confirmed booking(s) is(are) subsequently cancelled or modified within fourteen days of the relevant event then a penalty of 50% of the full hire fee may, on the decision of the Trustees, become payable.**
  
9. Colwall Village Hall uses personal data for the purposes of managing the hall, its bookings and finances, fundraising, running and marketing 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. If you would like to find out more about how we use your personal data or want to see a copy of information about you that we hold, please contact the Hall Secretary.

Please complete this form, keeping a copy for your records, and return to the party named in **2.2(b)** above.

Signed by the person named at **2.2(b)** above, on behalf of the Village Hall.

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I have read the Standard Conditions of Hire for the Hall and as Hirer I accept full responsibility for abiding by them.

Signed by the person named at **2.3(a)** or **2.3(c)** above, on behalf of the organisation named at **2.3(b)** above.

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# Colwall Village Hall Booking Form & Hiring Agreement

Appendix 1 : (ONLY for when use of the Hall licence for alcohol sale is being requested)

## Application to operate a licensed bar at an event at COLWALL Village Hall

I hereby apply to: COLWALL Village Hall Management Committee:

For authorisation of the sale of alcohol under The Legislative Reform (Supervision of Alcohol Sales in Church & Village Halls) Order 2009 as detailed below:

Date(s):	Time:
Description of event:	

Persons to be authorised to sell alcohol in accordance with the Licensing Act 2003	
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Location

Main Hall	
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Jean Simon Room	
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Foyer	
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Outside	
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Signed by the person named at 1.3 (a) or 1.3 (c) of the Hiring Agreement (duly authorised on behalf of the organisation named at 1.3 (b), where applicable):

Name
Signature

We hereby authorise the persons named above to sell alcohol at the event described above, on the date(s), at the time(s) and in the location(s) specified above

Signed on behalf of the Village Hall Management Committee

Name
Signature