

KEMBLE VILLAGE HALL Hiring Agreement

This AGREEMENT is made on the date [1] and between the COMMITTEE [2] and the HIRER [3] named below whereby in consideration of the sum(s) specified [8]:

A. The COMMITTEE agrees to permit the HIRER to use the PREMISES [4] for the purpose [5] and for the period [6] all described below:

1. **Date of Agreement:**

2. The COMMITTEE

- a) Kemble Village Hall Management Committee
- b) Authorised Representatives

Chairman
Treasurer
Secretary
Booking Clerk

3. The HIRER

a) Name of Organisation (if applicable):

b) Name of Authorised Representative/Individual Hirer:

Name:

Address:

.....

E-mail:

Telephone No(s):

4. The Premises

Whole of the Village Hall YES/NO

Or, part of Hall only, namely:

5. Purpose of Hire

Purpose of Hire:

This will be a private/public event: PUBLIC/PRIVATE

Will alcohol be served? YES/NO If YES, will it be sold? YES/NO

Note: The hirer must contact the council for a Temporary Event Notice (TEN) to carry out a 'licensable activity' including but not limited to the below:

- A birthday party/wedding where alcohol being sold at a pay bar
- An event where alcohol included in the ticket price
- An event with music and dancing

Please refer the below link for further details.

<https://www.cotswold.gov.uk/business-and-licensing/apply-or-renew-business-licences-and-permits/organising-public-events/temporary-event-notice/>

6. Period of Hiring

Date(s):

Hours:

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7. Booking Rates

Category	Rate per hour
Regular Groups	
Local Kids Clubs	£4.50
Local Adult Groups	£6.00
Other Regular Groups	£12.00
Individual Events	
Daytime Parties	£15.00
Evening Parties	£15.00
Business Rate	£20.00

Note: The Charity Commission requires that a ‘commercial’ tariff (i.e. business rate) is charged for any event at which alcohol is sold (unless the purpose of the event is specifically to raise funds for the Village Hall).

8. Hiring Fees and Payment Details

Rate per hour:

No. of hours:

Hiring fee: to be paid no later than one week prior to the event unless quarterly payment has been agreed with the treasurer.

Payment is to be made by BACS or cheque. BACS is preferred.

- BACS payments to: **Kemble Village Hall Committee**, Bank: **Barclays Bank UK PLC**, Account Number: **00001848**, Sort Code: **20-84-58**. Please add your event name and date as reference. (e.g., Party 26Jul2021)
- Cheque payments to: **Kemble Village Hall Committee**. Please write event name and date on the back of the cheque.

B. It is hereby agreed that the “Standard Conditions of Hire for Kemble Village Hall” set out below, together with any special conditions of hire contained in the schedule attached shall form part of the terms of this Hiring Agreement.

The HIRER agrees with the COMMITTEE to be present during the hiring, and to perform the provisions and stipulations contained or referred to in these Conditions of Hire.

Signed (for the COMMITTEE):

(a person named at 2[b] above)

Signature:

Signed (for the HIRER):

(the person named at 3[b] above – on behalf of the Organisation named at 3 [a] above, where applicable)

I declare that the information given in this Agreement is correct to the best of my knowledge and I acknowledge that any misstatement or misrepresentation will invalidate the Agreement.

Signature:

Returning this Form - The signed form must be returned to the booking clerk no later than one week before the event together with an electronic copy, where possible, to Kemblevh@gmail.com.

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STANDARD CONDITIONS OF HIRE

DEFINITIONS

For the purposes of these conditions:

The term "HIRER" shall mean an individual hirer, or, where the HIRER is an organisation, the authorised representative of that organisation.

The term "COMMITTEE" shall mean the Kemble Village Hall Management Committee.

The term "PREMISES" shall mean Kemble Village Hall, and the grounds belonging to it.

1. The HIRER shall:

- a) **Leave the hall clean and tidy and in the condition in which it was found. Any rubbish should be removed.**
- b) Be responsible during the period of hiring, for supervision of the Premises, the fabric and the contents, their care, safety from damage, however slight, or change of any sort, and the behaviour of all persons using the Premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of passage or vision on the highway.
- c) Use the premises only for the purpose(s) described in the Hiring Agreement, and shall not sub-hire, or use the Premises, or allow the Premises to be used for any unlawful purpose, or in any unlawful way, nor do anything to bring onto the Premises anything which may endanger the same or invalidate any insurance policies in respect thereof, nor allow the consumption of alcoholic liquor thereon without written permission.
- d) Be responsible for obtaining such licences as may be needed for the sale of intoxicating liquor, or otherwise, and for the observance of the same.
- e) Ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting and lotteries.
- f) Comply with all conditions and regulations made in respect of the Premises by the Fire Authority, the local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
- g) Observe all relevant food, health, and hygiene legislation and regulations if preparing, selling or serving food.
- h) Ensure that any electrical appliances brought onto the Premises, and used there, shall be safe and in good working order, and used in a safe manner.
- i) Indemnify the Committee for the cost of repair of any damage done to any part of the Premises or the contents thereof which may occur during the period of hiring, or subsequently, as a result of the hiring.
- j) Ensure that the minimum of noise is made on arrival and departure.
- k) Ensure that no dogs, except guide dogs, are brought into the Village Hall.
- l) Be responsible at the end of the hiring for leaving the Premises and surrounds in a clean and tidy condition, properly locked and secured, and for returning the key promptly to the Committee, unless previously agreed otherwise by the Committee, and for any contents temporarily removed from their usual positions being properly replaced, otherwise the Committee shall have the right, at their discretion, to make a reasonable additional charge.
- m) Ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989, and that only fit and proper persons have access to the children.

2. The COMMITTEE reserves the right to cancel this hiring in the event of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election, or by-election, in which case the Hirer shall be entitled to a refund of any money already paid.

3. The COMMITTEE shall not be liable to the Hirer for any resulting loss or damage(s) whatsoever in the event of the Premises or any part thereof being rendered unfit for the use for which it has been hired.

4. The COMMITTEE accepts no responsibility for the loss of or damage to any article, which is the property of the Hirer, his guests, or any person or organisation retained by him to provide entertainment or services whilst on the Premises.

5. The COMMITTEE reserves the right to refuse a booking without notice, or to cancel the hiring agreement at any time before or during the term of the agreement upon giving 7 days notice in writing to the Hirer. Upon such notice the Hirer shall be entitled to reimbursement of the whole or such approximate proportion of monies as have been paid to the Committee, but the Committee shall not be liable to make any further payment to the Hirer.

6. If the HIRER wishes to cancel the booking before the date of the event, and the Committee is unable to conclude a replacement booking, payment or repayment of the hire fee shall be at the discretion of the Committee.