

Etchingam Village Halls – Hiring Agreement

DATED

PARTIES

(1) The Etchingam Village Halls named in clause 1.2 acting by its Joint Management Committee ("Village Hall").

AND

(2)

Being 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 the Special Conditions of Hire (if any) set out in the attached Schedule.

1.1 Date(s) required:

Date

From: To:

NB No hirings on school term days to commence before 09.15 or begin/end between 14.45 and 15.30

1.2 Village Hall: ETCHINGHAM VILLAGE HALLS

(a)	Registered Charity No	1076642
(b)	Authorised Representative	Booking Clerk on behalf of the JMC
	Address	Etchingam Village Halls, Parsonage Croft, Etchingam, East Sussex TN19 7BY admin@etchinghamtrust.org.uk
	Telephone Number	07855 239848

1.3 Hirer:

(a) Name

(b) Organisation

(c) Name of Organisation's
Authorised Representative

Address

Telephone Numbers & email

1.4 Hire Fee per hour

Deposit

Hirers will be informed, at the time or before the application is approved, of the charge for the use of the facilities required and if any Deposit is required. The level of this Deposit will depend on the nature of the hiring. The cost of repairing damage will initially be deducted from the Deposit and any balance remaining will be returned to the Hirer. If the cost of repairs or replacements exceeds the amount of the Deposit, the Hirer shall remain liable for the additional financial liability of the full cost of such repairs or replacements. Hirers are strongly advised to ensure they have Insurance cover for this purpose.

Payment shall be made in full at the time of booking confirmation, which shall be at least 5 working days before the date of the hiring and including any additional deposit monies specified in the hire charge. If there is damage, or the need for the premises caretaker to work longer than expected after the letting, the cost shall be deducted from the deposit monies.

CHEQUES MUST BE MADE PAYABLE TO ETSR

Commercial Use? Yes/No

Optional 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 Village 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”.

1.5 Premises

Location	Yes	No
Practice Room and Recording Studio		
Whole of Ahrens (Large) Hall		
Whole of Parker (Small) Hall		
Use of Tiered Seating		
Use of Sound System and/or Stage Lighting		
Storage of Equipment		
Use of School Kitchen for Specialist Events		

1.6 **Purpose/description of hiring:**

Will tickets be sold for your event? Yes/No

1.7 Is food to be provided at the event? Yes/No

1.8 Is alcohol to be provided at the event? Yes/No

If you answer yes to the above question, you will need to inform the management committee/bookings clerk and have received a confirmation that it is permissible.

2. The Village Hall has a Premises Licence authorising the following regulated entertainment and licensable activities (marked with an *) between 09.30 and 23.00. Please confirm which licensable activities will take place at your event:

Activity	The hall is licensed for	Indicate activities to take place at your event
a. The performance of plays	*	
b. The exhibition of films	*	
c. Indoor sporting events	*	
d. Boxing or wrestling entertainment		
e. The performance of live music	*	
f. The playing of recorded music	*	
g. The performance of dance	*	
h. Entertainments similar to those in a – g	*	
i. Making music	*	
j. Dancing	*	
k. Entertainment similar to those in i – j	*	
l. The provision of hot food/drink after 11pm		
m. The sale of alcohol	*	

2.1 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.

2.2 The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.

	Ahrens Hall	Parker Hall
Standing only	180	60
Seated at tables	120	50
Seated in rows	180 ¹	60 ¹

¹ Maximum allowed in each hall. If the stage is in use this figure is reduced to a maximum of 130 seated in the Ahrens Hall. If using the bleacher seating and balcony seating in Ahrens Hall (88 seats) additional rows of chairs can be added to bring the total number allowed in the Ahrens Hall to either 130 or 180 depending on whether the stage is in use.

2.3 The hall has a licence for the following:

The Performing Right Society Licence for the performance of copyright music (PRS)	
The Phonographic Performance Limited Licence (PPL)	

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 or where a Village Hall does not have a Premises Licence, a Temporary Event Notice (TEN) will need to be given to the licensing authority.

The Hirer shall obtain the written authority of the village hall JMC 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 village hall JMC 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 this Hire Agreement.

4. It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence (2.1) or that the village hall JMC 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.

6. The Etchingam Village Halls and the Etchingam Trust for Sports and Recreation (ETSR) uses personal data for the purposes of managing the hall, its bookings and finances, 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 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 ETSR administrator.

As Witness the hands of the parties hereto:

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

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