

Butterton Village Hall Hiring Agreement Registered Charity No: 528491

This Agreement is made on/...../.....(insert date) between (1) Butterton Village Hall Management Committee ("Village Hall") and (2) The person or organisation named in clause 1.2 ("Hirer"). This Hire Agreement includes the Butterton Village Hall Standard Conditions of Hire and any Special Conditions of Hire.

IT IS AGREED as follows:

1.0 Hire details

1.1 Hire required on..... from to

If a block booking is required i.e. weekly or monthly, enter the start date above and please give details of duration required below

.....

1.2 Name of Hirer.....

Organisation (if applicable).....

Address.....

.....

Contact telephone number.....

E-mail address... ..

1.3 Purpose of hire

Type of function: open to the public/private event/commercial hire/charity event (please delete as appropriate).

N.B. Commercial hirers should note that their hire is not covered under Butterton Village Hall Management Committee Public Liability Insurance. The hirer must, where appropriate, produce details of their current Public Liability/Indemnity Insurance in respect of their proposed activity at the Village Hall.

1.4 Will food (other than biscuits/cakes) be provided at the event? Yes/No

1.5 Will alcohol be available for **SALE** at your event? Yes/No

(Please note that events which offer alcohol for sale the hirer needs to obtain a TENS licence or any outside bar would need to obtain it.)

1.6 Butterton Village Hall operates a **NON-SMOKING** policy on its premises and within the boundaries of its property.

1.8 Children and vulnerable persons should not be allowed in the kitchen when food and drink is being prepared by caterers or volunteers.

1.9 Hirers are made aware of the play area at the village hall. Children and vulnerable persons should be supervised at all times in the vicinity of the play area.

1.10 Please note that the use of Bouncy Castles, Inflatables or any similar items of equipment will only be allowed on the Village Hall premises (either indoors or outdoors) with the **prior permission** of Butterton Village Hall Management Committee. **In addition The Hirer will be required to provide evidence that they hold the necessary current Public Liability/Indemnity Insurance cover before a booking can be confirmed.**
N.B. Butterton Village Hall Management Committee's own Public Liability/Indemnity Insurance does not cover this type of activity.

1.11 **PARKING:** Cars are parked at owners own risk.

2.0 Hire Charges

Village Hall hire: **£10 per hour (£8 for residents of the village of Butterton)**

Hire of playing field for Marquees: **£30 per day the marquee is erected.**

Damage/excessive cleaning Deposit: **£50**

Hire Deposit: £50 to be paid on reservation of hall. If hire less than hire deposit full payment needs to be paid on reservation

Balance: to be paid at least 28days before hire date

2.1 This form must be signed by the hirer with Hire deposit enclosed (£50 hire deposit deducted from balance), and must be paid on confirmation of booking. The Damage deposit and Balance must be received at least 28 days before the date of hire. Failure to do this may result in cancellation of your booking.

2.2 The damage deposit will be returned within 28 days of the end 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 hire and that the hall has been left in a clean and tidy condition as set out in Standard Conditions of Hire clause 2.2.

2.3 Provisional bookings may be made up to one year in advance, by agreement with the Secretary.

2.4 The hirer MUST advise any outside caterers to remove all own rubbish from the site after the event. We do not have the facilities to take excessive waste

3.0 Licence conditions

3.1 The village hall has a premises licence authorizing the following regulated entertainment and licensable activities at the times indicated.

	Between the hours of:
a) The performance of plays (indoor & outdoor)	12.00 and 24.00
b) Exhibition of films (indoor)	12.00 and 24.00
c) The performance of live music (indoor & outdoor)	11.00 and 23.45
	Sunday 19.00 and 22.00
d) The playing of recorded music (indoor & outdoor)	11.00 and 24.00
e) The performance of dance (indoor & outdoor)	08.00 and 24.00
f) Entertainments similar to those in c), d) or e) (indoor & outdoor)	08.00 and 24.00
g) Provision of facilities for making music (indoor & outdoor)	08.00 and 24.00
h) Provision of facilities for dancing (indoor & outdoor)	08.00 and 24.00
i) Provision of facilities for entertainments similar to those in g) or h) (indoor & outdoor)	08.00 and 24.00
j) The sale of retail alcohol ON the premises ONLY	11.00 and 23.30

3.2 If you intend to hold any licensable activity not covered by the Village Hall's Premises Licence, a Temporary Event Notice (TEN) will need to be given to the licensing authority. **The Hirer shall obtain the written consent of the management committee on the form provided for this purpose 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 that can be granted annually for any premises. Lack of co-operation could affect future fundraising by the hall management committee and local voluntary organisations.

3.3 Where a licensable event is to be held for which the premises are not licensed the hirer shall be responsible for obtaining such authorisation as may be needed. Hirers should note that the hall has a licence with the Performing Rights Society for the performance of copyright music but that certain events, such as dancing classes, keep fit and social dancing, require a separate Phonographic Performance licence. **The Hirer is responsible for obtaining any necessary licenses, if applicable, in advance of the hire.**

3.4 If your event is covered under the Village Hall's Premises Licence (see 3.1 above) but you also intend to sell alcohol you must obtain consent from Butterton Village Hall Management Committee who will require details of a current Personal Licence Holder who is to supervise the sale of alcohol.

4. The Hirer (or its authorised representative, if appropriate) agrees with the Village Hall to be present during the hiring and to comply fully with this Hire Agreement.

5. It is hereby agreed that the Standard Conditions of Hire together with any Special Conditions of Hire shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Village Hall and the Hirer.

6. 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.

7. The number of people using the Licensed Premises shall not exceed the following permitted numbers.

Dancing: 110 Seated: 92 Dancing and seated combined: 85

Signed by the person named at 1.2 above, duly authorized, on behalf of the organisation named at 1.2 above, (where applicable)

.....

Signed by the person, duly authorised, on behalf of the Butterton Village Hall Management Committee

.....

Hire Agreement:

Hire of Hall @ £10 per hour (residents of Butterton £8 per hour) Total Hours.....

*Date and how long for.....

*Date and how long for.....

*Date and how long for.....

*Date and how long for.....

Marquee in place @ £30 per day

Damage Deposit/Excessive Cleaning£50.....

Total hire fee.....

Deposit paid

Balance (to pay at least 28 days before hire).....

* Please remember to include days and time for any setting up and tidying up of the village hall. All hirers are expected to leave the hall in a clean and tidy.

N.B. Cheques to be payable to: Butterton Village Hall (post to Mrs. M. Risby, Kent House, Pothooks Lane, Butterton, Leek, ST13 7SY)