



WESTBURY VILLAGE HALL ASSOCIATION HIRE AGREEMENT FOR COURSES AND ACTIVITIES

Hire Issue 1 August 2018

PARTIES

- (1) The Westbury Village Hall representative named in clause 3
- (2) The Hirer or organisation named in clause 4

AGREED as follows:

1 Throughout this Agreement:

- WVHA Representative named at 3. Includes the Village Hall's Charity Trustees, employees, volunteers, agents and invitees
- The person (Hirer) or organisation named in clause 4. also includes members of your management committee (if appropriate), employees, volunteers, agents and invitees
- The Hirer must seek the consent of WVHA if you wish to deviate from this agreement.

In consideration of the hire fee we agree to permit you to use the premises for the purpose described in clause 2 for the period's detailed.

This Agreement confirms the Hirer's acceptance that they will abide by our Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule at all times.

2. Date(s) Day (s) and time (s) required:

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3. Village Hall

- (a) Registered Charity Number 1167871

(b) Authorised Representative

Contact Details

4. Hirer:

(a) Name

(b) Organisation

(c) Name of organisation's authorised representative. Address, Contact Details, Email
Address and Contact Phone Number

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(b) Entire hall / Half hall

5. Hire Fee

Hire Fee £13.00 per hour for courses six weeks long or longer.

You will be sent an invoice either on the last day of each month if you are a monthly user all year, or on the last week of your course term if a term user.

Cancellations may still incur the hourly hire charge.

6. Your Hire

If your hire is during the opening hours of the Shop and Café please introduce yourself to the Café / Shop team before commencing your lesson and kindly advise the Shop and café team when your course has finished before you leave – thank you.

It is a requirement of this Hire Agreement that the hall is left, clean, secure (all doors locked) and all electrical equipment used is turned off.

7. Optional 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 charity 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.”

8 Purpose/description of hiring:

9. Will live music be recorded music played? Yes / No
10. You agree not to exceed the maximum permitted number of people per room including the tutor and pupils
- Main hall: 80 Seated 100 Standing Committee room: 25
11. WVHA holds a licence with the Performing Rights Society (PRS) for the performance of copyright music from the Phonographic Performance Licence (PPL).
12. WVHA holds a Premises Licence authorising entertainment and the sale of alcohol from the bar. This licence can be viewed on the Westbury Village Web Site: - www.westburyvillage.co.uk. You hereby acknowledge your acceptance of the conditions of the Premises Licence and/or Operating Schedule for the premises, in accordance with which, the hiring must be undertaken, and agree to apply with all obligations therein.
13. You agree with us to be present (or your authorised representative, if appropriate) during the hiring and to fully comply with this Agreement.
14. We and you hereby agree that the Standard Conditions of Hire, which may also be viewed on the Westbury Village Web Site: www.westburyvillage.co.uk, 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.
15. None of the provisions of this Agreement is 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.
16. **Access Cards for the building**

If you have been issued an access card it is imperative that you keep it safe and ensure that no one else has access to it.

We will require you to say you have received one and that there will be a £30 charge if it is lost (please sign at point 17 below).

Details of access are strictly issued on a person-to-person basis. Legally none of these details must be divulged to anyone; otherwise you will be libel as Hirer.

17. Mandatory Signature of WVHA and Hire and acceptance of agreement and acknowledgement of acceptance by the Hire of the Standard Conditions of Hire Issue 1

Signed by the person named at 3 above, duly authorised, on behalf of Westbury Village Hall.

Signature _____

Signed by the person named at 4 a above or at 4b above, duly authorised, on behalf of the organisation named at 4b above, where applicable.

Signature _____

Access card

I have been issued with an access card and accept that I will be held libel if it is lost or details of access are divulged to another person/s.

Signature _____

Date _____