

# **WESTBURY VILLAGE HALL HIRING AGREEMENT**

## **DATED**

## **PARTIES**

- (1) The Village Hall named in clause 2.2 acting by its management committee.
- (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 Hall Secretary or, if the Hall Secretary 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:**

Please contact the Westbury Village Hall bookings Secretary and/or view the availability calendar on the village website. These details can be found at [www.westburyvillage.co.uk](http://www.westburyvillage.co.uk)

### **2.2 Village Hall**

- (a) Registered Charity No: 1167871
- (b) Authorised Representative: Mrs C. Knott  
Address: 10 Orchard Place, Westbury, Brackley, NN13 5JT  
Telephone Numbers & Email: 01280 308580 westburyclerk@aol.com

### **2.3 Hirer:**

- (a) Name
- (b) Organisation
- (c) Name of Organisation's Authorised Representative  
Address, Telephone Numbers & Email

## 2.4 Hire Fee (Hourly Rate)

Main hall:-

Villager:-	Daytime to 6.00pm	£15.00
	Evenings to 11.00pm (12.00am Fri & Sat)	£22.50
Non Villager:-	Daytime to 6.00pm	£20.00
	Evenings to 11.00pm (12.00am Fri & Sat)	£30.00

Storage of equipment/goods or belongings:- £50 per day.

**Using the Village Hall Kitchen:-** This must be discussed and agreed with Westbury Shop and Café management, before a booking is accepted which includes use of the kitchen.

Total Hire Fee	£
30% deposit to secure your booking	£
Balance of booking fee	£

The Hirer must pay, as a deposit, at least 30% of the cost of the total hire fee to secure the booking. We will invoice the hirer for the balance of the booking fee 7 days prior to your event for which you hire the premises. This must be paid before the commencement of your hire.

## 2.5 Cleaning and Damage Deposit:- £

A deposit to cover cleaning and damage must be agreed and paid before the commencement of the hire period.

Cost of cleaning:- Standard Clean £30. This may be increased if necessary.

Damage deposit:- Minimum £50 or 50% of the total hire fee, whichever is the greater.

We will refund the hirers deposit, less the cleaning fee, within 10 days of the completion of the period of hire provided 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 or as a result of the hiring.

Is this a commercial hire? Yes / No

### **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 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."

**2.6** Purpose/description of hiring: .....

**2.7** Will tickets be sold for your event? Yes / No

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

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

**2.10** Will there be exhibition of a film? Yes / No

**2.11** Will live music be performed or recorded music played? Yes / No

**3.** You agree not to exceed the maximum permitted number of people per room including the organisers/performers. The main hall will be completely full with 80 guests seated at tables.

Main hall:        80 Seated        100 Standing Buffet

Committee room:        15

**4.** The hall does have a licence:

with the Performing Right Society (PRS) for the performance of copyright music

from Phonographic Performance Licence (PPL).

**4.** We have a Premises Licence authorising entertainment and the sale of alcohol. This licence can be viewed on the Westbury Village Web Site:- [www.westburyvillage.co.uk](http://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. Any activities outside the terms of our Premises Licence will require a Temporary Event Notice (TEN) which can be obtained from AVDC. We can require you to give notice of a TEN.

**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, which may also be viewed on the Westbury Village Web Site:- [www.westburyvillage.co.uk](http://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.

**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.

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

Signature..... Date.....

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

Signature..... Date.....