



Hiring Agreement

Date: _____

- Parties:
1. **The Malborough Village Hall and Playing Fields Association** acting through its Management Committee (**Village Hall**)
 2. The person or organisation names 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 clause 2 are terms of this agreement. This Hiring Agreement includes the published Standard Conditions of Hire. A Hirer's Checklist is attached giving a short summary of some of the Conditions but it is the Hirer's responsibility to ensure that the full Conditions of Hire are read and understood. These Conditions of Hire are displayed on the Hall Entrance Hall Noticeboard, on the Malborough Village website – www.malboroughvillage.org.uk and obtainable from the Booking Secretary.

1.1 **Date(s) required:** _____

Time required: _____

1.2 **Village Hall**

- (a) Registered Charity No 268019
- (b) Authorised Representative: Mrs Val Jevans, Booking Officer, Sunny Thatch, Lower Town, Malborough, Devon TQ7 3SQ. Telephone: 01548 561841. Email for Bookings: jandvjevans@hotmail.co.uk
Enquiries: jandvjevans@btinternet.com

1.3 **Hirer**

- (a) Name _____
 - (b) Organisation _____
 - (c) Name of Organisation's Authorised Representative _____
- Address: _____
- Contact Telephone Numbers _____
- Email Address: _____

1.4 **Hire Fee £** _____

Deposit (33% of Hire Charge) £ _____

The Hirer shall pay the deposit specified on the signing hereof. The balance of the booking fee shall be paid within 28 days of the conclusion of the event. The Hirer agrees to pay an additional 10% of the total booking fee for every 28 days delay (or part thereof) in final payment.

Balance £ _____

Commercial Use? Yes / No* (Delete as applicable)

1.5 **Premises**

Main Hall _____

Annexe _____

1.6 **Purpose/description of hiring** _____

This will be a public / private event* (Delete as applicable)

2. The Village Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated.

The Opening Hours of the Premises are Monday – Saturday 8.00am to Midnight and Sunday 8.00am to 11.00pm

Please confirm which licensable activities will take place at your event:

Activity	The hall is licensed for	Times for which the activity is licensed	Indicate activities to take place at your event
a. The performance of plays	Indoors	8.00am to Midnight (9.00am-11.00pm on Sunday)	
b. The exhibition of films	Indoors	Noon to Midnight (11.00pm on Sunday)	
c. Indoor sporting events	Indoors	8.00am to Midnight (9.00am-11.00pm on Sunday)	
d. Boxing or wrestling entertainment	None	None	
e. The performance of live music	Indoors	8.00am to Midnight (9.00am-11.00pm on Sunday)	
f. The playing of recorded music	Indoors	8.00am to Midnight (9.00am-11.00pm on Sunday)	
g. The performance of dance	Indoors	8.00am to Midnight (9.00am-11.00pm on Sunday)	
h. Entertainments similar to those in a – g	Indoors	8.00am to Midnight (9.00am-11.00pm on Sunday)	
i. Making music	Indoors	8.00am to Midnight (9.00am-11.00pm on Sunday)	
j. Dancing	Indoors	8.00am to Midnight (9.00am-11.00pm on Sunday)	
k. Entertainment similar to those in i – j	Indoors	8.00am to Midnight (9.00am-11.00pm on Sunday)	
l. The provision of hot food/drink after 11pm	None	None	
m. The sale of alcohol	To be consumed on the premises and hatched red area only	Monday – Thursday 12 noon to 11.00pm Friday 12 noon to 11.30pm Saturday 12 Noon to 11.30pm Sunday 12 Noon to 10.30pm	

2.1 Have you indicated at **2 m (above)** that alcohol will be available at your event? YES / NO* Delete as appropriate

If you answer yes to the above question, you will need to sign the '**Hirers Agreement – Alcohol Sale or Supply**' at page 4 in addition to this agreement.

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

Main hall	250 people seated theatre style or 450 standing
The Annexe	75 people

- 2.3 The Village Hall has a licence with the Performing Right Society for the performance of copyright music.
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 that the Village Hall Management Committee 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.

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

I confirm that I have read this Hiring Agreement and the Conditions of Hire described at 4. (above) and the information contained therein.

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

_____.



Hiring Agreement – Alcohol Sale or Supply

Please sign and return to the Booking Officer at least 7 days before hire. Failure to do so will imply that the hall is no longer required and may be hired to another party.

EXTRA CONDITIONS OF HIRE FOR WHEN THERE IS ALCOHOL FOR SALE OR SUPPLY

The Hirer must appoint a responsible person who will be on the premises at all times when the bar is open to ensure the following conditions are observed. This person shall appoint trained stewards to assist (ratio of at least 2 stewards to every 100 persons attending the event):

- A1 Persons under the age of 18 years shall not be allowed to sell alcohol on the premises. When alcohol is sold on the premises anyone person under the age of 18 must be supervised by a responsible adult at all times.
- A2 Customers must only be able to purchase alcoholic drinks in the following minimum measures:
Spirits in 25ml
Beer and Cider in one half pint measures
Still Wine in a glass: 125ml
- A3 No alcoholic drinks can be taken outside of the premises (**smokers please note!**) with the exception of the area shown hatched red on the premises plan displayed on the Hall Entrance Noticeboard.
- A4 Last Orders shall be 23.00 Monday to Thursday, 23.30 Friday and Saturday, 22.00 Sunday
- A5 No alcohol to be sold to any person under 18 years. A 25 Age Challenge Policy has been agreed by the Police and South Hams District Council so that where it appears to the person selling the alcohol that the customer may be under the age of 25 years, they are required to ask them for identification to prove that they are over the age of 18 and can therefore lawfully purchase alcohol. Valid forms of identification are:
A Valid Photo Driving Licence, recognised Pass Scheme ID or valid Passport. In each case the date of birth should be checked.
- A6 Restrictions on the admission of children to the premises when a bar is open must be displayed outside the premises. The Booking Officer will provide a suitable notice
- A7 The Hirer/responsible person must ensure that everyone leaving the premises after 10.00pm does so in a quiet manner so as not to cause disturbance or nuisance to the Hall's residential neighbours
- A8 When alcohol is not being sold or supplied, the stock must be either removed from the premises or, if stored on the premises, then kept in a secure, locked room.
- A9 Glasses collection should be regular and glasses removed from public areas as soon as emptied or finished
- A10 No bottles to be served that a person may have the intention to drink from

Event.....

Date of event.....

I undertake to ensure all conditions of hire are followed without exception.

Name of responsible person

Signature