

VILLAGE HALL
Registered Charity No 1199570

Hiring Agreement

PARTIES: -

- 1 Oswaldkirk Village Hall CIO, and
 - 2
- [The person or organisation Hiring the Hall.]

DEFINITIONS:-

- 1. Throughout this Agreement:
 - Oswaldkirk Village Hall, where 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 as Hirer on the Booking Form 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 Bookings Secretary or, if the Bookings Secretary is not available, any of our Trustees.

AGREED: - as follows:

- 2. In consideration of the hire fee described in 2.4, (Hire Fees), we agree to permit you to use the premises for the purpose described and for the times as described. 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 Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

2.1. Date(s) required: these are the dates and times entered on the completed booking form

Date (s) From To

Date (s) From To

2.2. Oswaldkirk Village Hall CIO Details.

Authorised Representative: Ms Lisa Halmshaw. Bookings Secretary.
 Address: The Old Stone Barn, The Terrace, Oswaldkirk, North Yorkshire. YO62 5XZ
 Telephone Numbers & Email 01439 788913 / events@oswaldkirk.net

2.3. Hirer: as named on the booking form:

Name or Organisation:

Category of organisation:

Name of organisation’s Authorised Representative:

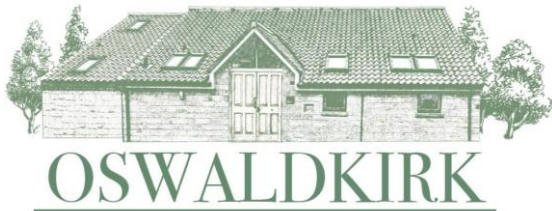
.....

Address:

.....
.....

Telephone Number: mob:

Email



VILLAGE HALL

Registered Charity No 1199570

2.4. Hire Fees:

Hall Hire Fee - £10.00 (Hourly). Deposit - £.....

Any deposit payable will be fixed by the Trustees, may vary dependent upon the purpose of the hire and will be advised by the Bookings Secretary. Hirers must pay the full booking fee and deposit 24 hours before an event takes place. Potential hirers should note that for any large events such as parties, celebrations or when alcohol is available the deposit required will, as a minimum, equate to the value of the “excess” demanded by the insurers.

The Trustees will refund the deposit within 14 days of the hire provided that no damage or loss has been caused to the premises and/or contents and no complaints have been made to us about noise or other disturbance as a result of the hiring.

2.4.1. Commercial Organisation Hirers:

Oswaldkirk Village Hall is held on trust which requires the Trustees' 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.”

2.5. Purpose / Description of hiring: -

.....

2.5.1. Catering

Is food to be provided at the function?

Note – the kitchen does not meet the standards required of a commercial kitchen where food is to be prepared, cooked and sold.

2.5.2. Children and Vulnerable Adults.

Is the hire for a function for children, young people or vulnerable adults?

Note: - Bookings will not be accepted from persons under the age of 18. For hires involving children, young people and vulnerable adults the Hirer must be an adult, must be present during the event and must ensure that the ratio of adults to young people will be at least 1:10. Where a function is planned for children, young people or vulnerable adults, the Hirer will be required to inform the Bookings Secretary of the arrangements to cover the requirements of safeguarding protocols and any other associated issues.

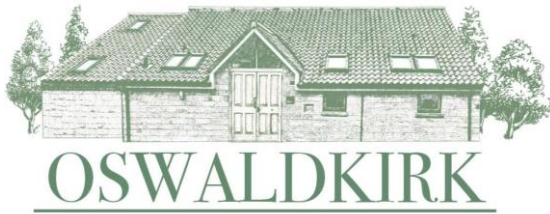
If the answer is yes further information will be required.

2.5.3. Will tickets be sold for your function?

2.5.4. Is alcohol to be provided at the function?

2.5.5. Will there be showing of a film, video, DVD?

2.5.6. Will live music be performed or recorded music played?



VILLAGE HALL

Registered Charity No 1199570

3. Occupancy Levels

3.1. The hirer agrees not to exceed the maximum permitted number of people including the organisers/performers etc.

For a seated functions: 60 persons; for standing functions, i.e. no tables being used: 80 persons.

The Hirer must ensure that egress from the building via the three fire doors is maintained at all times.

4. Licensing

4.1. Alcohol and Entertainments.

We have a Premises Licence authorising entertainment and the sale of alcohol until 11 PM. You must comply with the conditions and obligations of the Premises Licence and the Operating Schedule for the premises, in accordance with which the hiring must be undertaken.

If we believe that a Temporary Event Notice (TEN's) would be in our best interests for this hiring, we will require you to apply to Ryedale District Council for this and if approved, provide a copy in advance of the hire.

4.1. Music.

We have a Performing Right Society (PRS) Licence authorising the performance of copyright music. You must comply with the conditions and obligations of the PRS Licence for the premises, in accordance with which the hiring must be undertaken.

4.2. Film and Videos

The hirer will be responsible for ensuring that the film/video is relevant to the ages of the audience. Our Premises License allows the showing of films but the hirer will be responsible for any fees payable to the distributor or copyright holder for the film/video that will be shown.

5. Representation

You [or your authorised representative, if appropriate] agree to be present during the hire and to comply fully with this Agreement.

5. Standard Conditions of Hire

We and you hereby agree that the Standard Conditions of Hire [available at www.oswaldkirk.org], together with any additional conditions imposed under the Premises Licence or conditions that we deem necessary, form part of the terms of this Agreement unless we and you agree in writing.

6. Contracts Act, 1999.

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. Hirer's Responsibilities

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.



OSWALDKIRK

VILLAGE HALL

Registered Charity No 1199570

Hiring Agreement – Signature Sheet

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

Signature Date

Lisa Halmshaw, Trustee Oswaldkirk Village Hall CIO.

Signed by the Hirer named at 2.3 above, or their duly authorised representative, [on behalf of the organisation named where applicable].

I confirm that I have read, understood and will comply with the following documents.

Standard Conditions of Hire.

and if required;

Special Conditions of Hire.

Signature Date

Name

Induction Sheet

Hirer’s signature to confirm receipt of the induction sheet: -

Signature Date

Other documents relevant to the hire of the hall: -

Health and Safety policy

Safeguarding policy

Premises and Performing Rights Licences with Guidance Notes for Hirers.

All of these documents can be viewed and downloaded from www.oswaldkirk.org and are available in hard copy on request should the Hirer be unable to access the website.