



Nether Heyford Village Hall

Registered Charity, No. 304256

AGREEMENT TO HIRE

The Village Hall named in clause 1.2 acting by its management committee ("**Village Hall**").

The person or organisation named in clause 1.3 ("**Hirer**").

AGREED as follows:

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 the answers to the questions in sub-clauses 1.7 and clause 2 are terms of this agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

1.

1.1 Dates(s) required and booking reference

Date(s)	
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Start time		End		Total hours		(to include set up and clearing)
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Please complete the booking reference using the date and time of the hire as DD-MM-YY-HH-MM e.g. a booking on 10 January 2020 starting at 14.00 hours will have a reference 10 01 20 14 00

Insert booking reference here

DD MM YY HH MM

1.2 Nether Heyford Village Hall

Registered Charity No	304256
Authorised Representative	Mrs. Simone Squire
Address	18 Wakefield Way Nether Heyford NN7 3LU
Telephone Numbers	01327 342167
Email	nhvhbookings@gmail.com

1.3 Hirer:

Name

Organisation
(if applicable)

Address

Phone number

Email address

1.4 Hiring Fees

Hire fee: Commercial Use £11/hr. Private event, NH Resident £11/hr, Out of village £19.50/hr

Refundable deposit required to confirm booking: £100

A provisional booking may be made while other arrangements for the event are made. The booking will only be confirmed when the refundable deposit has been received.

The Village Hall prefers that all financial transactions are made by BACS (Internet Banking)

Please pay the deposit to HSBC Northampton Abington Street, Sort Code 40 35 04 Account number 31007815 **and use the booking reference from 1.1 above as the payment reference.**

This deposit will be fully refunded provided that no damage, loss or need for repairs has been caused to the premises and/or contents of the Village Hall during the period of the hiring.

The deposit will be offset against the final invoice price for the hire. If the invoice shows a refund is due, please contact the booking secretary with your bank account details.

If you wish to pay by cheque, make it payable to **"Nether Heyford Village Hall Management Committee"** Please note that a cheque presented for this deposit will be cashed in.

Please indicate here your payment method for the deposit. **BACS Cheque Cash**
(delete those not used)

1.5 Facility required

Main hall **Yes / No** Commercial Use **Yes / No** (please delete as appropriate)

Meeting Room **Yes / No** (Available for £6 /hr if main hall not required)

1.6 Reason / purpose of hire

Will this be a private event or open to the public **Private Public**
(delete as applicable)

2. Important information for the hirer

2.1 The Village Hall has a Premises Licence from South Northamptonshire Council (No. S/05/54956) authorising the following regulated entertainment and licensable activities at the times indicated.

Please indicate in the table below, which licensable activities will take place at your event:

Licensable Activity	Times for which the activity is licensed Monday-Saturday	Times for which the activity is licensed on a Sunday	Indicate which activities will take place at your event
a. The performance of plays	10.30 am to 11.45 pm	12.00 noon to 11.45 pm	
b. The exhibition of films	10.30 am to 11.45 pm	12.00 noon to 11.45 pm	
c. Indoor sporting events	10.00 am to 11.45 pm	12.00 noon to 11.45 pm	
d. The performance of live music	10.30 am to 11.45 pm	12.00 noon to 11.45 pm	
e. The playing of recorded music	10.30 am to 11.45 pm	12.00 noon to 11.45 pm	
f. The performance of dance	10.30 am to 11.45 pm	12.00 noon to 11.45 pm	
g. Dancing	10.30 am to 11.45 pm	12.00 noon to 11.45 pm	
h. Making music	10.30 am to 11.45 pm	12.00 noon to 11.45 pm	

For any Licensable Activity shown above to take place outside the times indicated, please check with the Authorised Representative named in clause **1.2**. The Premises Licensing Act (2003) Deregulation (2015) may be applicable.

2.2 The following activities will require a Temporary Event Notice (TEN) to be served on South Northamptonshire Council for which a fee of £21 is payable by the hirer to the Council.

- Any entertainment between 11.45 pm – 8.00 am
- The sale of hot food or drink between 11.00 pm – 5.00 am
- Any entertainment to an audience of more than 500 people
- Any exhibition of film where the intention is to make a profit, including raising money for charity (i.e. it is not a film club, society or local social group screening)
- Any boxing or wrestling entertainment
- The retail sale of alcohol on the premises, to any person at any time

2.3 Will the retail sale of alcohol be available at your event? **YES / NO**

If you have answered `YES` to the above question, you will need submit a Temporary Event Notice (TEN) for the event. See **2.6** below.

Please note that there is nothing in the licensing law to prohibit a hirer providing alcohol free of charge at an event to people over the age of 18, as long as the alcohol is given away free and its value is clearly not included in any ticket price or entrance fee.

The supply of alcohol for a suggested minimum donation or in exchange for a ticket or coupon is illegal.

Where a genuine donation is invited at an event where alcohol has been provided free, e.g. a retiring collection in aid of general funds, no sale is involved, and no licence is needed.

2.4 Where a licensable activity will take place, the hirer hereby acknowledges receipt of a copy of the conditions of the Premises Licence and/or operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agrees to comply with all obligations therein.

2.5 The hall does have a licence with the Performing Rights Society (PRS) (Music) and Phonographic Performance Limited (PPL) for the broadcast and performance of copyright music.

2.6 In order to hold a licensable activity on the premises or on part of the premises not covered by the Hall's Premises Licence or for the retail sale of alcohol at any time, a Temporary Event Notice (TEN) will need to be served on the licensing authority.

The Hirer shall obtain the written consent of the management committee on the form provided for this purpose before serving the licensing authority a TEN. The number of TEN's available for the premises over a year are limited by the Premises Licencing Act (2003). You are therefore advised to check availability of a TEN before confirming the arrangements for your event.

Will your event require a TEN? **YES / NO** (delete as applicable)

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

Main hall and meeting room	120
Meeting room only	18

2.8 The Hirer agrees to be present during the hiring and to comply fully with this Hire Agreement.

2.9 The Hirer accepts their obligations as set out in the NHVH Safeguarding Policy and undertakes to provide the documentation required to the booking secretary.

2.10 It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence (see clause **2.1**) or 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.

2.11 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.

2.12 Please note that the Village Hall Management Committee record and retain your personal information solely for the purposes of this booking and do not share such information with third parties.

I understand and accept my obligations as set out in this agreement to hire.
(to be signed by the person named at **1.3** above)

signature.....

date.....