

# Hire Agreement - Down Ampney Village Hall

Dated: 03/01/10

Reference: 1001033

The Parties to this Agreement, the "Agreement" for the Hire of Down Ampney Village Hall

(1) The members of the management committee representing Down Ampney Village Hall, the "Village Hall"

Down Ampney Village Hall  
Down Ampney  
GL7 5QR  
tel: 01793 759271

Registered Charity No: 275782

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Booking Manager – Mr PW Baillie  
tel: 01793 751429  
e-mail: bookings@downampneyvillagehall.co.uk

Authorised Representative  
(for all booking enquiries) and

The Smithy  
Down Ampney  
CIRENCESTER GL7 5QW

**address for correspondence and payments.**

(2) The "Hirer"

DA Village Fundraising

Organisation

name	
house no	
road	
Down Ampney	
CIRENCESTER	GL7 5xx

Name, or Authorised Representative if  
for an Organisation

Address for correspondence

Tel\_ eve: 001 - tel

Mobile: 007 - mobile

eMail: email

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It is hereby AGREED between the Parties as follows:

1. In consideration of the payment of the hire fee specified in clause 1.1, the "Hire Fee", the Village Hall agrees to permit the Hirer to use the premises designated in clause 1.2 the "Designated Premises" during the period(s) also set out clause 1.2 the "Hire Period(s)" for the purpose described in clause 1.3. in accordance with Down Ampney Village Hall Standard Conditions of Hire.

The Village Hall accepts no obligation or liability to the Hirer with regard to the Hire until the said Hire Fee has been paid. Further by payment of the Hire Fee or by use of the Hall the Hirer accepts the Hire on the Terms and Conditions offered and no other terms shall apply.

1.1 Hire Fee

**Hire Fee £75.43** for rooms, excluding deposit(s) or early payment discount

The Hirer shall pay on the signing hereof (a) a non-returnable deposit, (b) a Bar Deposit of £20 (by separate cheque) if the Bar is booked and (c) a Special Deposit (by separate cheque), if specified. The balance of the Hire Fee is payable no later than two weeks prior to the date of hire. Where the Hirer pays the entire Hire Fee on the signing hereof, the Village Hall may grant the Hirer a discount as shown below, depending upon the maximum allowable discount not being exceeded. The booking is not secured until you have paid at least the required deposit(s). (Cheques to Down Ampney Village Hall.)

**Total Payable Now £70.63** or **£17.98** non-returnable deposit now, and **£57.44** later, by **05/11/10**

**plus** Bar Deposit **£0.00** payable by separate cheque at time of booking.  
**and** Special Deposit **£0.00** payable by separate cheque at time of booking.

Where a Bar Deposit has been paid it will be refunded within 28 days of the termination of the period of hire provided that the turnover at the Bar was in excess of £100. Where a Special Deposit has been paid it will be refunded at the discretion of the Village Hall within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents and no cleaning has been required as a result of the hiring and no complaints have been made to the Village Hall about noise or other disturbance during the period of the hire.

1.2 Hire Period(s) and Designated Premises

	Hire Period(s)		Designated Premises				Net Cost:	Serv	Stage	Clean	Tcloth	Extras:	Bar
	Start:	Finish:	Main	Dak	Wyn	XCL							
<b>19/11/10 Friday</b>	18:00	19:00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	£0.00	<input type="checkbox"/>	<input type="checkbox"/>	£0.00	£0.00	£0.00	<input type="checkbox"/>
<b>20/11/10 Saturday</b>	08:24	18:00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	£71.93	<input checked="" type="checkbox"/>	<input type="checkbox"/>	£0.00	£0.00	£3.50	<input type="checkbox"/>

Provision of Tablecloths: (Insert number required at £3.50 each.) 0

**Notes:** new dates 3 Feb ex JS

1.3 Purpose of Hire, including statement of any licensable activities to be carried out:

DA Christmas Bazaar

Commercial Use? No - See DAVH Standard Conditions of Hire Clause 10.

This will be a Public/Private event? Public

Codes:

- Main Main Hall
- Dak Dakota Room excluding use of Bar
- Wyn Wynne Room (separate upstairs meeting room)
- XCL Exclusive use of Main Hall, Dakota Room and Servery all day if major party deal is booked
- Tcloth For tablecloths, ensure this is ticked and correct cost is shown.

1. Use of Servery is included IF TICKED in appropriate box.
2. Ensure "Stage" is ticked IF you want it set out.

Cheques please to: "Down Ampney Village Hall"

Discounts included:

Resident: 25% Multiple: 0%

## 2.1 Licensable Activities

The Village Hall has a Premises Licence authorising the following regulated activities for the duration of the times indicated in this clause. During the Hire Period the Hirer is entitled to carry out those of the activities under the heading Permitted Activities in this clause and which are included within clause 1.4 Purpose of Hire within the respective time limits given for each activity. Licensable activities may not be carried out outside the respective time limits stated within this clause regardless of the extent of the Hire Period. Activities outside these time limits are restricted to setting up, cleaning, or other unregulated activities.

Activity	The hall is licensed for	Times for which the activity is licensed	Permitted Activities under this Agreement
a. The performance of plays	NO	N/A	See clause 2.3
b. The exhibition of films	NO	N/A	See clause 2.3
c. Indoor sporting events	NO	N/A	See clause 2.3
d. Boxing or wrestling entertainment	NO	N/A	See clause 2.3
e. The performance of live music	YES	09.00-23.45	See clause 2.5
f. The playing of recorded music	YES	09.00-23.45	See clause 2.6
g. The performance of dance	YES	09.00-23.45	
h. Entertainments similar to those in a – g	YES	09.00-23.45	
i. Making music	YES	09.00-23.45	
j. Dancing	YES	09.00-23.45	
k. Entertainment similar to those in l – j	YES	09.00-23.45	
l. The provision of hot food/drink after 11pm	NO	N/A	
m. The sale of alcohol	YES	12.00-23.00	See clause 2.2

## 2.2 Provision of Alcohol

Where the sale of alcohol (Item m above) is permitted the Hirer is required to enter into at the same time as this Agreement an additional agreement setting out the terms under which the Village Hall will operate the Bar for the Hirer. The Village Hall will not be obliged enter into any such agreement subsequently in the event either of the Hirer wishing to change the Purpose of Hire, or having overlooked the need for such an additional agreement. The Hirer is not permitted to arrange for the sale of alcohol by any other means. If no arrangement for the sale of alcohol is made, the Hirer is nonetheless permitted to offer alcohol, such as wine or champagne, for consumption with food, always provided that no charge is made for such provision.

2.3 Where a licensable event (Items a - d above) is to be held for which the premises is not licensed the Hirer shall be responsible subject to the provisions of clause 2.4 for applying for in good time and obtaining a Temporary Event Notice (TEN) applicable to the event and any other authorisation as may be needed by CDC and/or the Police. The Hirer should be aware that an application for a TEN is required to be submitted at least 2 weeks in advance of the event.

2.4 The Hirer will obtain the written consent of the Village Hall prior to submitting any application for a TEN. The written consent will be in the form of a subsidiary agreement entered into at the same time as this Agreement. Failure to obtain such written consent will void this Agreement. The Village Hall will not be obliged to give such written consent subsequently in the event either of the Hirer wishing to change the Purpose of Hire, or having overlooked the requirement for such written consent. The Village Hall will not be responsible for any costs or charges whatsoever in connection with applying for or obtaining or for the failure to obtain any TEN.

2.5 Where the performance of live music (Item e above) is permitted the Hirer should be aware that the Village Hall has a licence from the PRS which covers the production of music during Hires which are declared as private and non-commercial respectively in clause 1.2. The

Hirer is responsible for ensuring that any Band employed to provide live music during any other type of Hire is appropriately licensed with the PRS.

2.6 Where the playing of recorded music (Item 2 f above) is permitted the Hirer is responsible for ensuring that any person or company who plays recorded music during any Hire is appropriately licensed with the PPL. The PPL has waived the requirement for the Village Hall to hold a PPL licence on the basis that there will be no more than infrequent Hires which must qualify as private and non-commercial respectively in clause 1.2 during which the Hirer may play recorded music which he owns, these not being Hires the primary purpose of which is to listen to music.

2.7 The licence for the Hall permits a maximum number of 140 persons on the premises. To allow for the fact that the rooms may be independently hired, the Hirer of the main Hall must inform the Village Hall at the time of booking if the number of persons in the Hall is expected to exceed 100.

3. The Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule and any agreements made subsidiary to this Agreement form part of this Agreement. Any variation to this Agreement can only be made in writing between the Parties.

4. 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.

5. This Agreement cannot be assigned to any other party without the written consent of the Village Hall.

6. In the event of the Hirer wishing to make any complaint against the Village Hall, the Hirer must notify the Village Hall within 14 days of completion of the Hire.

As Witness the hands of the parties hereto:

Authorised Representative for the Village Hall

signed	Date
	Authorised Representative for the Village Hall

The Hirer or his Authorised Representative

signed	Date
	Hirer or Authorised Representative