

Rental Agreement for Hirer's of Village Halls

Caretaker: Mrs Flick Brockman, 10 Spinners Close, TN27 8AY, Biddenden 01580 291320

***Thank you for asking to hire one of our village halls – we hope you enjoy using these facilities.
All the money you pay goes towards maintaining these halls for everyone to use. Please look
after our property!***

**If we receive payment or the hall is used prior to receiving a signed copy
of this agreement we will treat that as acceptance of all terms of the
VHSC Conditions of Hire of Village Halls**

DATED _____

PARTIES

- (1) Biddenden Village Halls and Sports Committee (VHSC) 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 VHSC trustees.
 - 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 VHSC Secretary or, if the VHSC 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:

Day(s)	Month(s)
Time required (Hours)	From
	Preparation

2.2 Village Hall

(a) Registered Charity No 302684
(b) Authorised Representative: Mrs Felicity Brockman
 10 Spinners Close, Biddenden, TN27 8AY
Telephone Number 01580 291658

2.3 Hirer:

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

Is this a commercial hire? Yes / No

2.4 Hire Fee

Hiring Rates and Deposits are as set out in the Rates of Hire Schedule. The schedule is on the VHSC website www.biddendenvillagehalls.org. Regular Biddenden user organisations will be invoiced monthly and will not be required to pay any deposits.

The fees and deposits for your rental are:

Non-Refundable Booking Deposit	£
Balance of Hiring Fee	£
Damages Deposit	£

Unless otherwise agreed:

- You must pay as the Hiring Deposit at the time you sign this Agreement.
- You must pay the balance of the hiring fee at least two weeks before the event for which you hire the premises together with a cash Damages Deposit.
- The Damages Deposit will be refunded 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, nor complaints made to us about noise or other disturbance during the period of the hiring or as a result of the hiring.

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 the use of the halls for charitable purposes and accordingly we hereby reserve the right to terminate this Agreement prior to the commencement of the hiring 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 Premises being hired

Old Hall

New Hall

Kitchen

Storage of equipment

Rifle Range

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 as set out in the 'Conditions of Hire'

4. Licensing

4.1 The hall has a licence with the Performing Right Society (PRS) for the performance of copyright music, and a Phonographic Performance Licence (PPL).

4.1 i) We do not have a Premises Licence, so the following activities are not permitted to be carried out on the premises:

- selling alcohol
- serving alcohol to members of a private club
- providing entertainment such as music, dancing or indoor sporting events and
- serving hot food or drink between 11pm and 5am.

If you wish to carry out any of these activities, you must first obtain our permission in writing to do so. If we agree, you will need to give a Temporary Event Notice (TEN) to Ashford Borough Council at least ten days before the event. If you intend to do this you must provide us with a copy of that notice on or before you send it to the Council and immediately advise if you receive a counter notice from the Council objecting to the event.

ii) If you intend to show a film, which may also require a TEN, you are responsible for ensuring that the screening of the film will abide by the relevant age classification ratings.

iii) If you fail to comply with any of the provisions of this Clause 4.2 we will have the right to cancel the hiring without compensation. This right is retained because there is a limit to the number of TENs which can be issued in respect of one set of premises, so we need to limit the number of TENs submitted so that we can use the premises both for future fund raising and by local voluntary organisations for which the charity was created.

5. You agree with us to be present (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 (attached), 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 the Village Hall.

Signed: _____

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.

Signed: _____

Approved by VHSC 27.9.17 – effective from 1.10.2017, reviewed July 2019, July 2020 and revised August 2021
This agreement is based on the ACRE Model Hiring Agreement – 2016 Edition