

Pencombe and Little Cowarne Parish Hall

Hiring Agreement - (revised September 2021)

Please ensure you have read and understood the Standard Conditions of Hire and specific Conditions for Sale of Alcohol in the accompanying PDF document before completing any parts of this form.

DATED

PARTIES

- (1) The Parish Hall named in clause 2.1 acting by its Trustee management committee.
- (2) The person or organisation named in clause 2.2.

AGREED as follows:

1. Throughout this Agreement:
 - The Parish Hall named in clause 2.1 is referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include the Parish Hall’s charity trustees, employees, volunteers, agents and invitees.
 - The person or organisation named in clause 2.2 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 Hall Bookings Administrator or, if the Hall Booking Administrator is not available, one of the other officers - i.e. Chair, Secretary or Treasurer.
2. In consideration of the hire fee described in clause 8, we agree to permit you to use the premises described in clause 2.4 for the purpose described in clause 2.5 for the period(s) described in clause 2.3. The details inserted in clauses 2.1 to 2.3 below and the answers to the questions in sub-clauses 2.4 to 2.10 are terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire and any Special Conditions of Hire set out in the attached Schedule.

2.1 Pencombe and Little Cowarne Parish Hall

- (a) Registered Charity Number: 505000
- (b) Authorised Representative: Andrew Mottram
- Address: Mulberry Dock, Pencombe, Bromyard HR7 4SH
- Telephone Numbers & Email: 01885 400311 / 07960 726717 palcph@gmail.com

2.2 Hirer:

- (a) Name
- (b) Address:
- Telephone Numbers & Email:
- (c) Organisation (if relevant)
- Name of Organisation’s Authorised Representative:

2.3 Date(s) required:

Day(s) Month

Time required (Hours) Event From: To:

Preparation and Clearing Up From: To:

2.4 Premises and Equipment Required

Hall	YES / NO	Kitchen	YES / NO
Committee Room	YES / NO	Bar	YES / NO
Projector and AV Equipment	YES / NO		

2.5 Purpose/description of hiring:

2.6 Will tickets be sold for your event? YES / NO

2.7 Is food to be provided at the event? YES / NO
If yes will the food be prepared on the premises YES / NO
Do you require use of the catering equipment YES / NO

2.8 Is alcohol to be provided at the event? YES / NO
If yes, is it to be sold YES / NO

2.9 Will there be exhibition of a film? YES /NO

2.10 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

NB The licensed capacity of the premises is 200 people.

Main hall: 120 seated 180 standing

Committee room: 10 seated 20 standing

4. The hall does not have a licence with the Performing Right Society (PRS) for the performance of copyright music from Phonographic Performance Licence (PPL).

4.1 We have a Premises Licence authorising entertainment and the sale of alcohol for community events. You hereby acknowledge receipt of a copy of the conditions of the Premises Licence and Operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agree to apply with all obligations therein. If we believe that a Temporary Event Notice (TEN) would be in our best interests for this hiring, we can require you to give notice of a TEN. If you fail to comply with the requirements of the Premises Licence and the associated conditions, we will cancel the hiring without compensation. This is because there is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.

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 (see below), 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.

8 **Hire Fee**

Hire Fee	£
Returnable Deposit	£

Where a Returnable Deposit (against damage or extra cleaning) is required you must pay the deposit at at the time you sign this Agreement. You must pay the balance of the hire fee on or before the conclusion of the event for which you hire the premises.

We will refund the deposit 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 as a result of the hiring.

The Balance of £ is payable on or before the conclusion of the event for which the premises are hired.

9 **Optional additional condition for use with commercial hirers:**

Is this a commercial hire? Yes / No

“Village and Parish 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 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.”

Signed by the person named at 2.1(b) above, duly authorised, on behalf of the Parish Hall.

Signed by the person named at 2.2(a) above or at 2.2(c) above, duly authorised, on behalf of the organisation named at 2.2(b) above, where applicable.