

Schedule 1

Wistaston Memorial Hall & Community Centre Hire Agreement WM&CM Copy/Hirer Copy

Dated

Parties

(1)
(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 Village Hall’s charity trustees, employees, volunteers, agents and invitees.
 - 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 Hall Booking Officer or, if the Hall Booking Officer 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 purposes described in clause 2.6 for the periods(s) described in clause 2.1. The details inserted 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 Dates(s) required:

Day(s) Month

Time required (Hours) From
Preparation

2.2 Village Hall

(a) Registered Charity No.

(b) Authorised Representative

Address

Telephone

2.3 Hirer:

(a) Name

(b) Organisation

(c) Name of Organisation's Authorised Representative

Address

Schedule 1

Telephone &
Email

2.4 Hire Fee

Hire Fee £

Payable on or before the conclusion of the event for which the premises are hired.

Is this a commercial hire? Yes/No

Optional additional conditions 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 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 Premises

Whole of the hall

Armitage Main Hall

Dudley Room

Holmes Room

Storage of Equipment

Kitchen

2.6 Purpose/description of hiring

ONE OFF HIRE

REGULAR CLUB/SOCIETY/GROUP

MONTHLY/FORTNIGHTLY/WEEKLY

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

Schedule 1

Total for the building for any purpose 220

Armitage Room

For functions involving seating and tables 100

For a closely seated audience 160

Holmes Room 30

Dudley Room 30

4. The hall has a licence:

with the Performing Rights Society (PRS) for the performance of copyright music.

from Phonographic Performance Licence (PPL)

4.1 The hall does not have a Premises Licence. (This is only required if an event is to go on beyond 23:00 until 08:00 and or if alcohol is to be retailed).

5. You agree 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 (see Attached and available on our website www.wistastonmemorialhall.uk 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.

..... Date

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.

..... Date