

Milburn Village Hall
Charity Number 523069
Booking Agreement

Dated
Parties (1) Milburn Village Hall named in 2.2 acting by its village hall committee
(2) The person or organisation named in clause 2.3 ("Hirer")

Agreed as follows

1. Throughout this Agreement:

1.1 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

1.2 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

1.3 where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Bookings Secretary or, if the Bookings 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 and clause 3 are the terms of this Agreement. This Agreement includes the annexed Standard Conditions of Use and the Special Conditions of Use (if any) set out in the attached Schedule.

2.1 Date(s) required

Single event

Start Date	Start time of booking
End Date	End time of booking

Regular event

Day(s) of week	First booking date
Start time	Last booking date
End time	Total number of bookings

2.2 Milburn Village Hall

Registered Charity number	523069
Authorised representative	Bookings Secretary
Address	Milburn, Penrith, CA10 1TL
Telephone number	01768 800 245

2.3 The Hirer

Name

Organisation (if any)

Organisation's authorised representative (name)

Address

Contact telephone number(s)

2.4 Booking

Fee	£
Advance deposit	£
Refundable damages deposit	£

The fee is payable on or before the start of a single event for which the premises are booked. Regular events will be paid on an agreed basis.

We may ask the Hirer to make an advance deposit when booking.

We may ask the Hirer to pay a damages deposit. This will be refunded within 28 days of the termination of the period of use provided that the hall and its contents are left in a clean condition and no damage or loss has been caused to the premises or contents and no complaints have been made to us about noise or disturbance during the period of use as a result of the event(s).

2.5 Premises to be used

Whole of hall	Yes/No
Part of hall (specify)	Main hall/ small hall/ kitchen/ storage area
Storage of equipment (specify)

2.6 Purpose/ description of use

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Will this event be Public/ Private?

2.7 Food

Is food to be provided at the event? Yes/No

3. Licensable activities

The village hall has a Premises License authorising entertainment and the sale of alcohol. You hereby acknowledge receipt of this copy of the Premises License, in accordance with which this booking must be undertaken, and agree to comply 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.

3.1 An additional fee for the use of the license to sell alcohol will be made.

Is alcohol to be provided at the event? Yes/No

3.2 An additional fee for the use of the license to show films will be made.

Is a film to be shown at your event? Yes/No

3.3 The hall does not have a license with the Performing Rights Society for the performance of copyright music and does not have a Phonographic Performance License. Will live music be performed or recorded music played? Yes/ No

3.4 The hall's Public Entertainment Licence permits a maximum of 90 persons to use the hall when seated at tables and the Hirer must ensure that this number is not exceeded. When the stage is in use, this number will be reduced. When users are not all seated at tables this number may be exceeded to a maximum of 100 persons. The Hirer must ensure that fire exits are kept clear at all times.

Please indicate your expected numbers

4. You agree to be present (by your authorised representative, if appropriate) during the booking and to comply fully with this Agreement.

5. We and you hereby agree that the Standard Conditions of Use, 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.

6. 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 above, duly authorised, on behalf of the village hall committee

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Signed by the person named at 2.3 above, or the person duly authorised on behalf of the organisation named at 2.3 above (where applicable)

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(Please note that signatures do not need to be witnessed.)

Please keep one copy of this Agreement, and return a signed copy to the Bookings Secretary.

October 2018