

Kilburn Village Institute (CIO) Hiring Agreement – Version 2.2

DATED:

PARTIES:

- (1) The Village Hall 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 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 Secretary or, if the Secretary is not available, any other member of the management committee.

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 clauses 2.1 to 2.6 below are terms of this Agreement. This Agreement includes the annexed Kilburn Village Institute (CIO) Standard Conditions of Hire – Version 2.2.

2.1 Date(s) Required:

Date(s)	Time required (Hours)	From
	Preparation	

2.2 Village Hall:

- (a) Kilburn Village Institute (CIO)
- (b) Registered Charity **No. 11977850**

(c) Authorised Representative:

Address:

Telephone Numbers & Email:

Mrs Judy James, Secretary, Kilburn Institute.

4 Kilburn Court, Kilburn, YORK, YO61 4AW.

01347 868 696 jjudy071@gmail.com

2.3 Hirer:

(a) Name

(b) Organisation

(c) Name of Organisation’s Authorised Representative, Address, Telephone Numbers & Email

2.4 Hire Fee:

£

The hire fee is payable fourteen days prior to your use of the hall.

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Is this a commercial hire? Yes / No?

2.5 Premises:

Whole of hall Yes
Kitchen Yes/No? If yes, please note annexed Kitchen Hire Terms & Advice.
If storage of equipment is required, please specify:

2.6 Purpose/description of Hiring:

- Will tickets be sold for your event? Yes / No?
- Is food to be provided at the event? Yes / No?
- Is alcohol to be provided at the event? Yes / No?
- Will there be exhibition of a film? Yes / No?
- Will live music be performed or recorded music played? Yes / No?

3. You agree not to exceed 70 people seated or 100 standing within the building including the organisers/performers.
4. You agree to leave the Institute in the condition and in the set up as you found it, unless otherwise agreed.
5. The hall has a licence with the Performing Right Society (PRS) for the performance of copyright music from Phonographic Performance Licence (PPL).
6. We have a Premises Licence authorising entertainment and the sale of alcohol. However, a member of the Kilburn Management Committee must be present throughout the sale of alcohol. You hereby acknowledge receipt of a copy of the conditions of the Premises Licence and/or 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.
 - (i) You agree that if regulated entertainment, not covered by our Premises Licence, is to be held you must obtain our consent to give notice of a TEN to the licensing authority. We will advise if a TEN is not needed.
 - (ii) You agree to give us notice of your intention to provide alcohol at the event and to give notice of a TEN to the licensing authority.If you fail to comply with (i) or (ii) above, 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.
7. You agree with us to be present (by your authorised representative, if appropriate) during the entire hiring and to comply fully with this Agreement.
8. We and you hereby agree that the Standard Conditions of Hire, 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.
9. 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 and dated 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.

Please tick this box to confirm that you have read and accept the Standard Conditions of Hire.

Signed and dated by the person named at 2.2(c) above, duly authorised, on behalf of the Kilburn Institute Village Hall.

Based upon the ACRE Model Hiring Agreement – 2016 Edition