

HIRE AGREEMENT FOR SILLOTH COMMUNITY HALL

DATED

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PARTIES

This box should contain the details as explained below
a) Silloth-on-Solway Town Council
b).....

- (a) Silloth-on-Solway Town Council named in clause 1.2
- (b) The person or organisation named in clause 1.3 ("The

Hirer"). **AGREED** as follows:

1. In consideration of the hire fee described in clause 1.4, Silloth-on-Solway Town Council agrees to permit the Hirer to use the premises described in clause 1.5, for the purpose described in clause 1.6 for the period(s) described in clause 1.1. The details inserted in sub-clauses 1.1 to 1.6 below and the answers to the questions in sub-clauses 1.6 and clause 2 are terms of this agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire set out in the attached Schedule.

1.1 Dates(s) required:

Day:	Month:
Year:	

Total whole hours inc setting up & clearing up	
From:	to:
Start:	End:

1.2 Silloth-on-Solway Town Council

1.3 Authorised Representative:

Wendy Jameson – Town Clerk

Address Silloth Community Hall
 Petteril Street
 Silloth
 Cumbria
 CA7 4EA

Telephone Number 0777 5686857

1.4 Hirer: (must be over 18)

Name

Organisation (if applicable)

Name of Organisation's Authorised Representative

Address of Hirer or Organisation

Contact Telephone Numbers
Home:
Mob:

1.5 Hire Fee and deposits

Hire Fee
£
(to be completed after discussion with the Town Clerk)

Special deposit*
£100 (See below*)

(Regular users at the discretion of Silloth-on-Solway Town Council)

*The special deposit cheque shall be dated at the function date and will be refunded within 28 days of the termination of the period of hire provided that :

- (a) No damage or loss has been caused to the premises and/or contents
- (b) No complaints are made to the Town Council about noise or other disturbance during the period of hiring
- (c) No goods, equipment or property have been stored at the Hall outside of the hire period.
- (d) No decorations have been affixed to the walls, ceilings etc. and no blue tac, drawing pins, adhesive tapes or similar have been used anywhere in the hall.
- (e) The keys are returned to the Town Clerk immediately after the event.

1.6 Premises

Whole of hall, defined as: main hall, meeting room, kitchen and WCs.

If part of hall please specify

1.7 Purpose/description of hiring

(a) Commercial/public event

Describe type of event and whether food will be provided.

(b)) Private event:

Describe type of event and whether food will be provided.

2. Licences

Silloth-on-Solway Town Council does not hold a Premises Licence that would authorise the following regulated entertainment and licensable activities. If the hirer wishes to have any of the following, a Temporary Event Notice (TEN) is required. (See 2.2)

2.1 Indicate which activities will take place at your event:

Activity	Indicate activities to take place at your event (must be completed by the hirer)
a. The performance of plays	
b. The exhibition of films	
c. Indoor sporting events	
d. Boxing or wrestling entertainment	
e. The performance of live music	
f. The playing of recorded music	
g. The performance of dance	
h. Entertainments similar to those in a - g	
i. Making music	
j. Dancing	
k. Entertainment similar to those in i – j	
l. The provision of hot food/drink after 11pm	
M. The sale of alcohol	

- 2.2 If you answer yes to any of the above questions, you will be holding a licensable activity on the premises and a Temporary Event Notice (TEN) must be submitted to the licensing authority. The Hirer shall obtain the written consent of the management committee via the form available at Appendix 1, **before** giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation.
- 2.3 Silloth-on-Solway Town Council does not have a licence with the **Performing Right Society (PRS)** for the performance of copyright music. If the hirer proposes to hold any licensable event as described above, a TENS is also a legal requirement. Hirers may need to make their own enquiries with regard to a PRS Licence.
- 2.4 The hirer agrees not to exceed the maximum permitted number of people in the hall including the organisers/performers. The maximum permitted number is 40 persons seated at tables and 40 standing.
- 2.5 The Hirer agrees to be present at all times during the event and to comply fully with this Hire Agreement.
- 2.6 It is hereby agreed that the Standard Conditions of Hire, together with any additional conditions imposed under the TENS, the PRS Licence or those that the Town Council deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between Silloth-on-Solway Town Council and the Hirer.
- 2.7 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.
- 2.8 **The hirer, in signing this contract has agreed that the Standard Conditions of Hire have been read and accepted.**

As Witness the hands of the parties hereto:

Signed by the Town Clerk as described in 1.2 (b)) above, duly authorised, on behalf of Silloth-on-Solway Town Council. (Note to hirer: this will be countersigned and retained by the Silloth-on-Solway Town Council upon receipt)

Signature of Town Clerk

Signed by the person named at 1.3(a) above or at 1.3(c) above, duly authorised, on behalf of the organisation named at 1.3(b) above, where applicable.

Signature of Hirer

Please note that signatures do not need to be witnessed.

- Return the signed application form and the Tens application form (if applicable) to: Silloth-on-Solway Town Council, 5 Burnswark Terrace, Solway Street, Silloth, Cumbria, CA7 4EA
- Retain a copy of the Application form for your own records
- Do not send back the Standard Conditions of Hire or the Appendices. These are for your reference. Enclose a cheque for the hire fee
- Enclose a cheque dated at the event date for £100. (The special deposit)
- Commercial hirers: include a copy of your public liability insurance.