



Hire Agreement

The Parties to this Agreement are

- a) Embleton Way Scout and Community Centre Association, hereinafter called '**the Association**' and
- b) The person or organisation named in clause 1.2 ("the Hirer")

AGREED as follows: In consideration of payment of the Hire Fee described in clause 1.3, the Association agrees to permit the Hirer to use the facilities in the Embleton Way Scout & Community Centre ("the Centre") specified in clause 1.4 for the purpose described in clause 1.5 for the period(s) set out in clause 1.1.

The details inserted in Part 1 of this Hire Agreement, including the answers to questions set out, form part of the Agreement. This Hire Agreement is also subject to the Association's Standard Conditions of Hire, and any Special Conditions of Hire provided in the Association's confirmation of Hire.

PART 1: PARTICULARS IN RELATION TO THE HIRE

1.1 Date(s) and times for for which Hire is required:

1.2 Hirer:

(a) Name/ Contact

(b) Organisation Name

**Company or Charity
Registration No.:**

(c) Status of Hirer Individual/ Commercial Organisation/Charity/Other *(delete as applicable)*

(d) Address:

(e) Contact Phone numbers:

(f) Contact e-mail address:

1.3 Hire Fee: Cost of Hire Deposit Special Deposit* **Total**

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*An amount will be shown here only where the Association requires that, as a Special Condition of the Hire, a Special Deposit shall be payable.



1.4 The Hirer shall pay the deposit upon signing this Agreement. The deposit payable shall be the sum of £100, plus any Special Deposit shown above. The balance of the Hire Fee shall be paid no later than ten -days before the date of the event (or, if more than one event, the first event) for which the Centre is hired.

1.5 The deposit (including any special deposit) paid will be refunded to the Hirer within 28 days of the termination of the period of hire if no damage or loss has been caused to the premises or its contents; no complaints have made to the Association about noise or other disturbance during the period of the hire arising from the Hire; and the Centre has been left in a clean and tidy condition.

1.6 The Hirer shall have exclusive use of the Main Hall of the Centre together with the right to make use of the passageway and toilets. The Hirer may also indicate below if they wish to have the use, without additional charge, of:

Folding Tables: YES/NO

Folding Chairs: YES/NO

Kitchen Facilities: YES/NO

1.7 Please set out below the Purpose and description of the Hire:

PART 2: SPECIFIC ISSUES AND REQUIREMENTS REGARDING THE HIRE

2.1 Food: If food is going to be made available at the Hire, the Hirer must comply with the relevant provisions regarding food-handling set out in the Standard Conditions of Hire.

Is food (other than biscuits/cakes) going to be made available at the event? YES/ NO

2.2 Activities Requiring a Licence from the Local Authority: If the Hirer intends to carry out any activity for which a licence (a Temporary Event Notice or 'TEN') is required from the local authority, it is the Hirer's responsibility to disclose that to the **Association** below. Licensable events include selling alcohol; serving alcohol at a private club; providing entertainment, such as music, dancing or indoor sporting events; serving hot food or drink between 11pm and 5am. This is not an exhaustive list, and the Hirer must make appropriate enquiries to ensure that none of the activities for which the Hire is intended require a TEN. The Hirer is responsible for obtaining any TEN required, and for exhibiting the TEN to the **Association** prior to the event. If the Hirer fails to do so not less than seven days prior to the hire, then the Hirer will require forthwith to provide written assurance that they will desist from any licensable activity during the event. Where such written assurance is not provided seven days prior to the Hire, and no TEN has been obtained, then the Hire shall be cancelled. Where such cancellation is effected less than ten days prior to the event, the **Association** at its discretion may retain 50% of the Cost of Hire.

Will the event involve any licensable activities? YES/NO

If YES, please detail below the activities for which a Temporary Event Notice is required:

Will the event involve the sale or the consumption of alcohol on the premises?

YES/NO



2.3 Hires for events involving children or vulnerable groups: There are particular requirements for such events where supervision is not undertaken by the parents.

Will the Hire event involve the participation of children or vulnerable groups? YES/NO

If **YES**, please answer the following question:

Will children or vulnerable individuals be supervised by their parents during the event? YES/NO

If **'NO'**, please provide with this Agreement a copy of the Hirer's Child Protection Policy; a list of the designated persons who will have access to the children, and a copy of a satisfactory, current DBS certificate for each such person.

PART 3: AGREEMENT

I confirm I am over eighteen years of age. I hereby agree that the provisions set out in Parts 1 and 2 above, together with the Standard Conditions of Hire; any Special Conditions of Hire; and any conditions attaching to any required Temporary Event Notice, shall all form part of the terms of this Hire Agreement.

AGREED BY (name in Capitals): _____

being the person named at 1.2(a) above, and where applicable duly authorised by, and signing on behalf of, the organisation named at 1.2(b) above.

Confirmation by the Association of a Hire based upon this completed form will constitute a Hire Agreement on the terms and conditions outlined herein, subject to any Special Conditions of Hire which may be set out in the Confirmation.



Standard Conditions of Hire

These standard conditions apply to all Hires of the Centre, save where any provision is varied under a formal written agreement between the Association and the Hirer in relation to any particular Hire.

1. Responsibilities during Hire

The Hirer hereby accepts responsibility for overseeing the Hire and for ensuring that all conditions under this Agreement are met.

2. Supervision of Activities and Attendees

The Hirer shall, during the period of Hire, be responsible for the supervision of the activities in the Centre, and the care of the Centre, its fabric and contents. This includes ensuring that no damage takes place to the Centre or its contents and addressing the behaviour by any attendee which is likely to cause damage to the Centre or give rise to complaints from neighbours of the Centre.

The Hirer accepts that the Association's representative has the right to be on the premises during the event, and to take such actions as they consider are required to ensure the conditions of this Hire Agreement and any licence are complied with. The Hirer agrees to comply with any directions given by the Association's representative in pursuit of such compliance.

3. Maximum Capacity of the Main Hall

The Hirer agrees not to exceed the maximum permitted number of people in the Main Hall (including persons organising the event or performing at it). The maximum number of people currently permitted for an event in the Main Hall is **sixty** persons.

4. Public Safety

The Hirer shall use the Centre in a safe manner, in accordance with the Association's Health and Safety Policy for the Centre, and in accordance with any requirements relating to public safety laid down by statute; the Health & Safety Executive; or by the local authority (whether acting as licencing authority or otherwise).

5. Guidance regarding Public Safety

The Hirer acknowledges that they have had drawn to their attention:

- the Centre's Health and Safety Policy
- the action to be taken in event of fire including the evacuation procedure for the Centre
- the location and use of fire equipment.
- the designated fire escape routes and the need to keep them clear.
- the method of operation of the escape doors
- the location and operation of fire doors and their role in containing any fire
- the location of the first aid box and the Accident Book
- the steps to take in the event of an incident causing injury or serious risk of injury



6. Requirement to Undertake Public Safety Checks

In advance of any activity at each event during the Hire, whether regulated entertainment or not, the Hirer shall check the following:

- that all fire exits can be opened and are in good working order.
- that all escape routes are free of obstruction and can be safely used for exit in an emergency
- that no fire doors are wedged open
- that emergency exit signs are illuminated
- that there are no obvious fire hazards in or around the Centre.
- that fire safety equipment (fire extinguishers etc) is in place
- that the First Aid box and Accident Book are in place

If the Hirer is not satisfied in respect of any of the above, and is unable to take remedial action themselves, then they should make immediate contact with the Association's representative.

7. Responsibility for Damage

As directed by **the Association** Representative, the Hirer shall make good, or pay for, all damage (including accidental damage) to the Centre or to the fixtures, fittings or contents and for loss of contents and any consequent loss of use by the Association of the facilities in the Centre. For the purposes of this clause, reference to the Centre shall include the car park of the Centre and the curtilage of the Centre.

Insofar as such damage is not made good, or the subject of a separate payment, the Association shall be entitled to retain such part of the deposit (inclusive of any Special Deposit) as is in its sole judgement required to remedy such damage, but in the event of the remedial costs exceeding the amount of such deposit, the Hirer shall continue to be liable for the excess and shall pay same to the Association within 14 days of receipt of a written request for payment of that excess.

8. Parking

The Hirer shall have the right of use of the parking spaces in the Centre's car park, subject to the understanding that a few of these spaces may not be available due their use for other purposes. The Hirer will be responsible for ensuring attendees use the allotted bays, and at times when parking is also required in adjacent streets, shall ensure that attendees do not park in resident-only areas or in any way likely to cause an obstruction. If any bays within the Centre car park, or elsewhere, are designated as disabled parking bays, the Hirer shall ensure that they are reserved for use by valid blue badge holders only.

9. Use of Centre

The Hirer shall not use the Centre (including the car park) for any purpose other than that described in the Hire Agreement and shall not sub-hire any part of the Centre or allow the Centre to be used for any unlawful purpose nor do anything or bring onto the Centre anything which may endanger the safety of the Centre or the persons in it.

10. Compliance with terms of Temporary Event Notice

Where a Temporary Event Notice has been obtained from the local authority, the Hirer shall be responsible for ensuring compliance with all the conditions and obligations set by the local authority in granting the Temporary Event Notice.



11. Use of Alcohol

Separately and in addition to any requirement to obtain a licence from the local authority, the Hirer shall not allow the consumption of alcohol anywhere in the Centre without the prior written permission of **the Association**. Where the consumption of alcohol is permitted by the Association, and any required licence has been obtained, the Hirer shall nonetheless be under an obligation to ensure that no attendee consumes an excessive amount of alcohol such as likely to cause disorderly behaviour.

12. Indemnity

The Hirer shall be liable for:

- i. all claims, losses, damages and costs made against or incurred by **the Association**, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising because of the use of the Centre (including the storage of equipment) by the Hirer, and
- ii. all claims, losses, damages and costs made against or incurred by **the Association**, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the Centre by the Hirer,

and the Hirer shall indemnify and keep indemnified accordingly each member of **the Association** and its employees, volunteers, agents and invitees against such liabilities.

13. Gaming, betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to the Centre in contravention of the law relating to gaming, betting and lotteries.

14. Music Licence

If the Hirer intends to use, play or have people listen to, recorded music, then it is likely that Hirer will require to obtain a Music Licence for the Hire. If the event involves any music, the Hirer shall make appropriate enquiries to establish if such a licence is required, and, if it is required, shall be responsible for obtaining a Music Licence for the Hire.

15. Showing of Films

The Hirer shall ensure that children shall be restricted from viewing age-restricted films, classified according to the recommendations of British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for the showing of any film.

16. Supervision and Care of Children

The Hirer shall ensure that, where a Hire involves the provision of activities (including birthday parties) for children or vulnerable groups, there will be adequate arrangements for their supervision and care, as follows:

- (a) where supervision is to be provided by the parents of the participating children, the Hirer shall be responsible for ensuring that a sufficient number of parents are in attendance. The Hirer shall also be responsible for ensuring that other persons involved in the event (e.g. to provide entertainment for the children) are fit and proper persons (see para (b) below).



- (b) where supervision of the children or vulnerable group is to be provided by persons other than the parents, the Hirer shall require to ensure that the arrangements for supervision and care comply with the provision of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and that only fit and proper persons who have passed the appropriate Disclosure & Barring Service ('DBS') checks should have access to the children. The Hirer shall provide **the Association** with a copy of their Child Protection Policy and a list of the designated persons who will have access to the children, together with a copy of a satisfactory DBS certificate for each such person.

17. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particular late at night and early in the morning. The Hirer shall, if using sound amplification equipment, test the noise level of the equipment in operation by going outside the Centre, to determine whether the noise is audible to the Centre's neighbours and make adjustments accordingly to ensure the volume and bass levels are set at a level unlikely to cause annoyance to them.

18. Supply or consumption of Illegal drugs

No drugs proscribed by law shall be brought into the Centre, nor consumed within the Centre or within its car park and curtilage. The Hirer shall be alert to any sign of such supply or use and shall ensure the removal from the Centre of any person supplying or consuming drugs. The Hirer shall report any such incident to the Police, and to the Association.

19. Disorderly behaviour

The Hirer is responsible for ensuring their event is conducted in an orderly manner. The Hirer is responsible for dealing with any attendee who exhibits disorderly behaviour. If the Hirer is unable to remedy the unsatisfactory behaviour of any attendee, the Hirer is responsible for ensuring the attendee leaves the Centre without cause disruption or damage.

20. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, seek out and comply with all relevant food health and hygiene legislation and regulations, and ensure that the food is hygienically supplied, stored, cooked (if applicable) and served. Dairy products, vegetables and meat held in the Centre must be refrigerated and stored in compliance with the Food Safety in the UK (Temperature Control) Regulations 1995.

21. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them into the Centre and used there shall be in good working order, and used in a safe manner, in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the Hirer must make use of it in the interest of public safety.



22. Stored equipment

The Association accepts no responsibility for any stored equipment or other property brought on to or left at the Centre, and all liability for loss or damage of such stored items is hereby excluded. All equipment and other property (other than equipment the Association has agreed in writing may be stored in the Centre) must be removed at the end of each hiring. The Association shall be entitled to levy a daily storage fee pending such removal, and to remove and dispose of such items if after due intimation they are not removed.

23. Failure of Association equipment

Any fault in, or failure of, equipment belonging to **the Association** must be reported as soon as possible, in order that the Association can take appropriate steps to repair or replace it

24. Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)

The Hirer must report promptly to the Association all incidents of which they become aware and which involve injury, or serious risk of injury, to any person, while that person is in the Centre, its car park or its curtilage. The Hirer must complete the relevant section of the Centre's Accident Book, and, where required by law to do so (in respect of particular kinds of incident, shall make a report to the Health and Safety Executive Incident Contact Centre.

25. Explosives and flammable substances

The Hirer shall ensure that highly flammable substances are not brought into, or used, in any part of the Centre and that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool, paper) are erected without the prior consent of **the Association's** representative. No decorations shall be put up near light fittings or heaters.

26. Heating

Portable Liquefied Propane Gas (LPG) heating appliances shall not be brought into, or used, within the Centre. The Hirer shall also ensure that no heating appliances shall be used in the Centre (to supplement the heating systems already installed within the Centre) without the prior written consent of the Association.

27. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Centre, other than in circumstances agreed in writing by **the Association**. Even where such circumstances are agreed, the Hirer shall ensure that no animals enter the kitchen at any time.

28. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Centre and shall indemnify and keep indemnified each member of **the Association** accordingly against all actions, claims and proceedings arising from any breach of this condition.



29. Sale of goods

The Hirer shall, if selling goods on the premises or acting as organiser for others to do so, shall ensure that all sales activity takes place in accordance with the Consumer Protection from Unfair Trading Regulations 2008. The Hirer shall ensure that the prices and the seller's name and address are clearly displayed, and that purchasers are given a receipt for their purchase, with the same information.

30. Cancellation by the Hirer

If the Hirer wishes to cancel a Hire for a single event, and notice of cancellation is given to the Association at least seven days prior to the date of Hire, then the Association will refund in full any Hire Fee previously paid.

If the Hirer gives notice of cancellation of a Hire for a single event to the Association of less than seven days, the Association may retain (or, if unpaid, require payment of) the Hire Cost, but shall refund the deposit amount paid.

The Association may however refund (or, if unpaid, not pursue payment of) the Hire Cost if either:

- (a) it is able to secure a replacement Hire, or, exceptionally
- (b) it considers it reasonable to do so in the light of the particular circumstances occasioning the cancellation of the Hire

If a Hirer cancels an event which is part of a Hire comprising a series of events, the provisions above shall apply save that:

- (a) Even where less than seven days notice is given, the Association may at its discretion agree to add another event date to the Hire in substitution for the cancelled event date, and in that event no Hire Charge previously paid for that event will be refunded
- (b) No deposit will be repaid arising from any cancelled event given that the deposit relates to all the events included in the Hire

31. Cancellation by the Association

The Association reserves the right to cancel this Hire by written notice to the Hirer in the event of:

- (a) the Centre being required for use as a Polling Station or to provide accommodation or other relief services in an emergency
- (b) **the Association** having a reasonable belief that the conditions of the Hire will be breached
- (c) the Centre becoming unfit for the use intended by the Hirer (e.g. flooding)
- (d) in respect of Hires by commercial organisation, where the Centre requires to be used for a charitable purpose at the same date and time of the Hire

In the event of the Association requiring to cancel the Hire, the Hirer shall be entitled to a refund of the Hire Fee (including any deposit already paid), but **the Association** shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.



32. Condition of the Centre at the conclusion of the Hire

The Hirer shall be responsible for leaving the Centre (Including if used the kitchen and toilets) in a clean and tidy condition at the conclusion of each period of hire, properly locked and secured (unless directed otherwise) with any contents temporarily removed from their usual positions properly replaced. Where the Association requires to undertake remedial activity, including unanticipated cleaning, because this condition has not been met, the Association may retain part or all of any deposit paid in reimbursement or as compensation.

33. No alterations

No alterations or additions may be made to the Centre, nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Centre without prior written approval of **the Association**. Any alteration, fixture or fitting or attachment so approved shall at the discretion of **the Association** shall either:

- (a) remain in the premises at the end of the hiring and become the property of **the Association**
or
- (b) be removed by the Hirer who must make good to the satisfaction of **the Association** any damage caused to the Centre by such fitting and removal.

34. No rights

The Hiring Agreement constitutes permission only to use the facilities at the Centre as aforesaid and confers no tenancy or other right of occupation on the Hirer.

35. Effect of the Agreement on Third Parties

None of the provisions of this Hire 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. *[end]*