

# Risborough Community Centre

## MANAGEMENT TRUSTEES COMMERCIAL HIRING AGREEMENT

This agreement is made on the date (A) between the MANAGEMENT TRUSTEES (B) and the HIRER (C) named below and in consideration of the sum(s) mentioned.

The trustees agree to permit the HIRER to use the premises (E) for the purpose (F) and the period(s) as described below:

A Date: \_\_\_\_\_  
B Risborough Community Centre Management Trustees  
C HIRER X \_\_\_\_\_  
a) Organisation (if applicable) X \_\_\_\_\_  
b) Name of organisation's authorised representative or individual hirer:  
X \_\_\_\_\_

Address X \_\_\_\_\_

Tel. No. X \_\_\_\_\_ Mobile X \_\_\_\_\_

Email X \_\_\_\_\_

**NB** *Any change to the named authorised representative or individual hirer must be notified in advance and authorised / approved by the Bookings Secretary.*

D **Hiring Fees** £ \_\_\_\_\_ payable by \_\_\_\_\_  
Returnable deposit\* £ \_\_\_\_\_ payable by \_\_\_\_\_  
Balance payable by \_\_\_\_\_  
*\* Where applicable and subject to satisfactory completion of hire.*

E **Premises hired** (tick as appropriate)  
Main Hall 20 x 9m (180 persons seated/standing, 160 seated at tables)  
Cherry Baker Room 7.5 x 6m (40 persons seated/standing, 32 seated at tables)  
Carrington Room 10 x 9m (80 persons seated/standing, 48 seated at tables)  
Committee Room 3.5 x 6.5m (16 seated, 20 standing, 12 seated at tables)  
Toilets

**NB Room capacities must include all support/ ancillary personel e.g. catering, entertainment, musicians etc, i.e. every person on the premises during your hire.**  
These capacities have been determined by a risk assessment in conjunction with Home Office / Fire Service recommendations. Any contravention represents a breach of the hire agreement.

F X **Purpose of hiring:**  
Description of event / activity: X \_\_\_\_\_  
This will be a private / public event (**delete as appropriate**):  
This function will /will not include the sale or consumption of alcoholic liquor (**delete as appropriate**)

G **Period of hiring:**  
NB For multiple or regular hire, **this contract is for a 3 month period from the date of the first hire.** It will require renewal, subject to conditions, prior to the termination of the current contract.

Date(s) \_\_\_\_\_ Hours: \_\_\_\_\_

H **CANCELLATION** The hirer agrees to be present during the hiring and to conform to the provisions and stipulations as in the standard Conditions of Hire, any Special Conditions of Hire, and the Conditions of Hire which comply with the Public Entertainment's Licence. Regular hirers are required to give **three month's notice to quit**, or provide payment of **three month's hire in lieu**.

I **PENALTIES** Where a breach of the conditions of hire (below) or a breach of any licence or permission that applies to the activity, requires an emergency call out by Risborough

Community Centre staff, officers or their designated personnel (e.g. hired premises left unlocked after termination of hire, lighting or electrical equipment not switched off) then a £50 **PENALTY FEE will apply** to each respective hire. Payment will be required prior to any further booking (Condition 35) A lost key penalty charge also applies (see Condition 36)

## **RISBOROUGH COMMUNITY CENTRE CONDITIONS OF HIRE**

*(If the hirer is in any doubt as to the meaning of the following, the Bookings Secretary should be consulted immediately.) For the purposes of these conditions, the term hirer shall mean an individual hirer or, where the hirer is an organisation, the authorised representative, and the term Premises and Contents shall mean room/s and/or changing rooms and/or stores hired and entrance halls, corridors, toilets and kitchen/s and their contents.*

### **BEFORE THE HIRE |**

- 1     **CONDITIONS** The hirer agrees to be present during the hiring and to conform to the provisions and stipulations as in the standard Conditions of Hire, any Special Conditions of Hire, and to comply with all Permissions or Conditions or Regulations of Hire required by other authorities e.g. event licensing, children's activities, food hygiene.
- 2     **CANCELLATION** The hirer is required to give **two month's notice to quit**, or provide payment of **two** month's hire in lieu.
- 3     **PENALTIES** Where a breach of the conditions of hire (see below) or a breach of any licence or permission that applies to the activity, requires an emergency call out by Risborough Community Centre staff, officers or their designated personnel (e.g. hired premises left unlocked after termination of hire, lighting or electrical equipment not switched off) then a £50 **PENALTY FEE will apply** to each respective hire. Payment will be required prior to any further booking.
- 4     **LOSS OF KEYS** The Hirer is responsible for the security of any keys in their possession. They may only be used by the authorised representative or individual hirer (as in C) and must remain in their possession at all times. Any change to the named authorised representative or individual hirer must be notified in advance and authorised / approved by the Bookings Secretary. Due to the security implications and replacement costs a penalty fee of £50 will apply when a key is lost. This must be paid prior to the next hire date or further booking.
- 5     **FIT FOR PURPOSE** The Hirer must ensure that the booked space, any equipment hired for an activity, and the Centres facilities are fit for purposes of the activity/event. The hirer should consider conducting a risk assessment if appropriate.
- 6     **AGREED USE** The Hirer shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof, **nor allow the consumption of alcohol without the written permission from Booking Secretary.**
- 7     **PREMISES LICENCE** Where appropriate the Hirer will comply with the conditions of the **Premises Licence** (conditions displayed on notice -board) Consult the Booking Secretary if in doubt.
- 8     **ALCOHOL** The Hirer must notify the Booking Secretary if they wish to sell or supply **intoxicating liquor** and shall be responsible for obtaining licences.
- 9     **GAMING** The Hirer shall insure that nothing is done on or in relation to the premises in contravention of the laws relating to **gaming, betting and lotteries.**
- 10    **ELECTRICAL / GAS EQUIPMENT** The Hirer shall ensure that any **gas** or **electrical appliances** brought into the premises and used there shall be safe and in good working order, are operated by a competent person and used in a safe manner, in accordance with the **Electricity at Work 1989** regulations. Electrical equipment must have a current **Portable Appliance Test** certificate
- 11    **CANCELLATION** If the Hirer cancels a booking before the date of the event and Risborough Community Centre is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Management Trustees. Cancellations made less than 21 days prior to a booking will not receive any refund..
- 12    **INDEMNITY** The Hirer shall **indemnify the Trustees** and their agents against any claim associated with conditions 1,2,3,4,5,7,8,9,10,11,14,15,16,17,18,19,20,21,22,23,25,26,27,29,30,31,35, 36, 37 and 41. The hirer is responsible for providing Public Liability Insurance cover where appropriate.
- 13    **ACCESS** to the premises shall be arranged with the Booking Secretary.

- 14 **FIRE SAFETY** Hirers must familiarise themselves with the notices inside the premises, which offer advice and provide instructions. They shall make themselves and their attendants aware of the location of fire fighting equipment, first aid equipment, the public pay phone, fire escape exits, and their release mechanisms, and the evacuation point at the rear of the building (beyond the childrens' playground.) **Details are displayed on the notice boards in the entrance halls.**

## DURING THE HIRE

- 15 **CONDITIONS and REGULATIONS** The Hirer shall comply with all conditions and regulations made in respect of the premises by the **Fire authority, Local Authority, Local Magistrates Court, Performing Rights Society** and other copyright bodies or otherwise, and particularly in connection with any event which includes public dancing or music, other similar public entertainment or stage plays, and activities for under 18's.

**No music, dancing or public entertainment shall be permitted in the Centre, except between the hours of 9.00 a.m. and 11.45 p.m. Monday to Sunday.**

**The Hirer is responsible for keeping clear all the fire exit doors during hire.**

**Main Hall & Carrington Room entrance doors and Carrington Room rear exit doors must not be bolted during hire.**

- 16 **FOOD** The Hirer shall, if **preparing, serving or selling food**, observe all relevant food health and hygiene legislation and regulations. The boiling of kettles, urns, and similar actions shall only be carried out in the kitchens.

- 17 **ACCIDENTS or DAMAGE** . The Hirer shall be held responsible for, and shall pay the costs of repair to, any **damage** done to the premises or the contents, which may occur during the period of hiring, or as a result of the hiring. Any damage, defect, loss or personal accident must be reported to the Booking Secretary immediately. Personal accidents must be recorded immediately by the hirer in our Accident Book (found in the First Aid kit in each kitchen). **A hiring deposit may be levied and will be retained to meet costs where damage has occurred.** The hirer is responsible for providing Public Liability Insurance cover where appropriate.

**NB Inform Booking Secretary if aware of any damage prior to commencement of hire.**

- 18 **VULNERABLE PERSONS** The Hirer shall ensure that any activity for children under eight years of age complies with the provisions of **The Children Act 1989** and that only fit and proper persons who have passed the Disclosure and Barring Service checks, have access to children and vulnerable adults. The hirer shall provide a copy of their **Child Protection Policy**. Records of DBS checks may also be requested when children under eighteen years of age and vulnerable adults are taking part in any activity.

- 19 **UNACCEPTABLE BEHAVIOUR** The Hirer must ensure that in order to avoid disturbance to neighbours and to avoid criminal or violent behaviour, **excessive consumption of alcohol should be avoided**. Any persons suspected of either being drunk, under the influence of drugs, or who is behaving in a violent or disorderly manner should be asked to leave the premises. **No illegal drugs may be brought on to the premises**

- 20 **BREAKAGES** Any breakages include glass breakages, or spillages , must be cleared up immediately.

- 21 **COMMERCIAL USE** All commercial hirers must display their name and address and disclaim any connection with other traders within the town.

- 22 **INDOOR SPORTS** Where the main hall is hired for sports, only soft balls are permitted.

- 23 **NOISE** The Hirer shall ensure that the minimum of **noise** is made on arrival and departure.

- 24 **DOGS** The Hirer shall ensure that **no dogs** except guide dogs are brought onto the premises, **unless this is agreed with the Trustees and authorisation is given in writing.**

- 25 **SMOKING** The Hirer is responsible for ensuring that all persons comply with total **No-Smoking** condition throughout the premises.

- 26 **FLY POSTING** No **notices, bills or fittings** etc. shall be fixed to the wall, ceiling, doors or windows. **Fly posting** is illegal and any breach of the law in this respect will automatically invalidate the booking and the deposit paid shall be forfeited.

- 27 **HEATING** When heating is required, this may be switched on 30 minutes prior to booking. (Main Hall & Clubroom override switch located inside front door, Carrington override in Carrington Entrance Hall.)

- 28 **STORAGE** The **property** of the Hirer **must not be stored on the premises** without prior permission from the Booking Secretary.
- 29 **PARKING** Hirers may load/unload from vehicles BUT there is no parking at or around the Community Centre, apart from clearly marked disabled bays for genuine blue badge holders. Please use the Mount Car Park directly opposite our entrance road during your hire. Hirers must observe parking conditions and regulations in Wades Park and on surrounding highways.

## END OF HIRE

- 30 At the **END OF HIRING**, the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured unless directed otherwise by the Bookings Secretary. The Hirer must not leave any personal equipment or furniture either in the hired space NOR anywhere in the Community Centre.
- 31 **WASTE** The Hirer must remove all waste generated during the hiring period.
- 32 **FURNITURE** Any contents temporarily removed from their usual positions e.g. tables, chairs, and staging must be properly replaced.
- 33 **KEYS** All internal door keys should be returned to the key press (in the Main Hall kitchen) and, where applicable, all external keys returned immediately to the Bookings Secretary.
- 34 **KITCHEN, LIGHTS and HEATING** Particular attention must be given to the turning off of all taps, the switching off all electrical equipment and lights, including the heating units in the Main Hall.
- 35 **LOCKING UP** Hirer must ensure that building is secure at end of hire by bolting and securing the rear fire doors in the Main Hall, bolting and securing the fire door in the Carrington Room, and engaging both locks and two inner bolts to secure the Main & Carrington entrance doors. The Management Trustees shall be at liberty to make an additional charge should these conditions be ignored (see also Condition 3)  
NB Hirers exiting the Carrington Room or Clubroom must lock up irrespective of whether other users are elsewhere on the premises. Other hirers will have their own keys!
- 36 **LOSS OF KEYS** The Hirer is responsible for the security of any keys in their possession. They may only be used by the authorised representative or individual hirer (as in C) and must remain in their possession at all times. Any change to the named authorised representative or individual hirer must be notified in advance and authorised / approved by the Bookings Secretary. Due to the security implications and replacement costs a penalty fee of £50 will apply when a key is lost. This must be paid before the next hire date.

## GENERAL CONDITIONS

- 37 Neither the Trustees or their agents shall be responsible for any loss or damage to any property arising out of any hiring, nor any loss, damage or injury incurred by any person or persons, nor any loss due to failure of equipment and services, fire or water damage, restrictions or acts of God which may cause the hiring to be interrupted, terminated or cancelled. The hirer is responsible for providing Public Liability Insurance cover where appropriate.
- 38 Trustees, their agents and the Police have the right of entry to the premises at all times.
- 39 The Trustees reserve the right to cancel any hiring in the event of the premises being required for use by statutory agencies as directed by WDC e.g. as a Polling Station or during civil emergencies, or for local consultations, major community or civic events or functions e.g. Town Festival at the discretion of the Trustees. In the event of such a cancellation the Hirer shall be entitled to a refund of any deposit already paid
- 40 The Trustees reserve the right to refuse a booking or cancel a hiring agreement at any time without notice and without the need to give any reason. Repayment of any deposit or fee already paid will be at the discretion of the Trustees.
- 41 In the event of the premises or any part of the premises being rendered unfit for the use for which it was hired, the trustees shall not be liable to the Hirer for any resulting loss or damage
- 42 The Trustees, at their discretion, reserve the right to change the conditions of hire without prior notice.

**IMPORTANT**

*Contact the Booking Secretary if you are in any doubt about meaning of these conditions.*

**REMINDERS**

The hirer agrees to be present during the hiring and to conform to the provisions and stipulations as in the standard Conditions of Hire

The Hirer is responsible for keeping clear all the fire exit doors during hire. Main Hall & Carrington Room entrance doors and Carrington Room rear exit doors must not be bolted during hire.

The Hirer shall be held responsible for, and shall pay the costs of repair to, any damage done to the premises or the contents, which may occur during the period of hiring, or as a result of the hiring.

Any damage, defect, loss or personal accident must be reported to the Booking Secretary immediately.

NB Inform Booking Secretary if aware of any damage prior to commencement of hire.

The Hirer shall ensure that the minimum of noise is made on arrival and departure

Any Breakages, especially glass, or spillages must be fully cleared up immediately

At the end of the hiring, the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured. The Hirer must remove any personal equipment and remove all waste generated during the hiring period.

If the Hirer cancels a booking before the date of the event and Risborough Community Centre is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Management Trustees. Cancellations made less than 21 days prior to a booking will not receive any refund.

Where a breach of the conditions of hire or a breach of any licence or permission that applies to the activity, requires an emergency call out by Risborough Community Centre staff, officers or their designated personnel (e.g. hired premises left unlocked after termination of hire, lighting or electrical equipment not switched off) then a £50 PENALTY FEE will apply to the hire. Payment will be required prior to any further booking (see condition 35).

A lost key penalty charge also applies (see condition 36)

Any change to the named authorised representative or individual hirer (as in C above) must be notified in advance and authorised by the Bookings Secretary.

I have read, understood and accept the terms of this Contract  
and the associated Conditions of Hire.

I acknowledge that any mis-statement or misrepresentation will invalidate this agreement.

Signed \_\_\_\_\_ on behalf of the Management Trustees

Signed \_\_\_\_\_ on behalf of the organisation or individual named above.