

COMMERCIAL HIRING AGREEMENT

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

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

A Date:

B Princes Risborough Town Council

C HIRER: Organisation (if applicable):
Name of organisation's authorised representative or individual hirer:

Address:

Tel. No:

Email:

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

D **Hiring Fees**

Returnable deposit* £ payable by ASAP to secure the booking

Hire charge £ payable by

*** Where applicable and subject to satisfactory completion of hire.**

E **Premises hired**

Brushwood Suite 175 square metres (380 standing, 110 seated at tables)

Kitchen

Toilets

NB: Room capacities must include all support/ ancillary personnel 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 Government/ Fire Service recommendations. Any contravention represents a breach of the hire agreement.

F **Purpose of hiring:**

Description of event / activity:

This will be a private/public event:

This function will/will not include the sale or consumption of alcoholic liquor

G **Period of hiring:**

Date

Hours:

H **CANCELLATION** The Hirer agrees to be present during the hiring and to conform to the provisions and stipulations in the standard Conditions of Hire, any Special Conditions of Hire, and the Public Entertainment Licence. Regular hirers are required to give **7 working days' notice to bring this agreement to an end**, or provide payment of **one** 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 Princes Risborough Town Council 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 32)

RISBOROUGH COMMUNITY CENTRE

CONDITIONS OF HIRE

(If the Hirer is in any doubt as to the meaning of the following, the Bookings Officer 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 in these 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 **FIT FOR PURPOSE** The Hirer must ensure that the booked space, any equipment hired for an activity, and the Centres facilities are fit for the purposes of the activity/event. The Hirer should consider conducting a risk assessment if appropriate and provide their own insurance to cover the activity/equipment provider. To the extent permitted by law, Princes Risborough Town Council takes no liability for accident or injury caused by the Hirer's activity.
- 3 **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.
- 4 **PREMISES LICENCE** Where appropriate the Hirer will comply with the conditions of the **Premises Licence** (conditions displayed on notice -board) Consult the Bookings Officer if in doubt.
- 5 **ALCOHOL** No alcoholic drinks may be brought onto the premises for consumption.
- 6 **GAMING** The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the laws relating to **gaming, betting and lotteries**.
- 7 **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 Regulations 1989**. All electrical equipment must have a current **Portable Appliance Test** certificate.
- 8 **CANCELLATION** If the Hirer cancels a booking before the date of the event and the Town Council 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 Town Council. Cancellations made less than 21 days prior to a booking will not receive any refund. Full payment will be required in the event of bad weather conditions/snow as long as the Wades Centre is accessible
- 9 **INDEMNITY** The Hirer shall **indemnify the Town Council** and their agents against any failure to comply with these Conditions of Hire. The Hirer is responsible for providing Public Liability Insurance cover where appropriate.
- 10 **ACCESS** to the premises shall be arranged with the Bookings Officer.
- 11 **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 emergency 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

- 12 **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 Licensing Authority, 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 provision of Plays, Films, indoor sports events, Boxing/Wrestling, Dance shall be permitted in the Wades Centre, except between the hours of 08.00 . and 23.00 Monday to Sunday.

No live music, recorded music, sale and supply of Alcohol shall be permitted in the Wades Centre, except between the following hours:

Monday – Wednesday	12.00 – 22.30
Thursday	12.00 – 23.00
Friday & Saturday	12.00 – 00.00
Sunday	12.00 – 22.00

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.

- 13 **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. All equipment should be cleaned and kettles/ urns emptied, turned off and unplugged after use.
- 14 **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 Bookings Officer **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 shall 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 Bookings Officer if aware of any damage prior to commencement of hire.**
- 15 **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 the **Safeguarding Vulnerable Groups Act 2006** 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.
- 16 **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.**
- 17 **BREAKAGES** Any breakages include glass breakages, or spillages, must be cleared up immediately.
- 18 **COMMERCIAL USE** All commercial Hirers must display their name and address. Hirers using contractors to provide services must forward details of contractors' insurance documents and risk assessments to the Bookings Officer in advance of the date of booking.19
- 19 **NOISE** The Hirer shall ensure that the minimum of **noise** is made on arrival and departure.
- 20 **ANIMALS** The Hirer shall ensure that **no animals** except assistance dogs are brought onto the premises, unless **this is agreed with the Town Council and authorisation is given in writing.**
- 21 **SMOKING/VAPING** The Hirer is responsible for ensuring that all persons comply with total **No-Smoking/Vaping** condition throughout the premises.
- 22 **FLY POSTING** No **notices, bills or fittings** etc including balloons and decorations 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.
- 23 **STORAGE** The **property** of the Hirer **must not be stored on the premises** without prior permission from the Bookings Officer.

- 24 **PARKING** Hirers may load/unload from vehicles BUT there is no parking at or around the Wades 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.
- 25 **AT THE END OF HIRING**, the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked by the Town Council's agent and secured unless directed otherwise by the Bookings Officer. The Hirer must not leave any personal equipment or furniture either in the hired space NOR anywhere in the Wades Centre.
- 26 **RUBBISH** The Hirer must remove all waste generated during the hiring period.
- 27 **FURNITURE** Any contents temporarily removed from their usual positions e.g. tables, chairs, and staging must be properly replaced.

GENERAL CONDITIONS

- 28 To the extent permitted by law, neither the Town Council 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.
- Use of any part of the Wades Centre except for the Premises hired is at the Hirer's sole risk.
- 29 The Town Council, their agents and the Police have the right of entry to the premises at all times.
- 30 The Town Council reserves the right to cancel any hiring in the event of the premises being required for use by statutory agencies as directed by Buckinghamshire Council 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 Town Council. In the event of such a cancellation the Hirer shall be entitled to a refund of any deposit already paid
- 31 The Town Council 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 Town Council.
- 32 In the event of the premises or any part of the premises being rendered unfit for the use for which it was hired, the Town Council shall not be liable to the Hirer for any resulting loss or damage

IMPORTANT *Contact the Bookings Officer if you are in any doubt about the meaning of these conditions.*

Princes Risborough Town Council respects the privacy of its clients and will always hold your personal data securely. The data will only be used for the administration of this contract and will be destroyed at the end of that period.

If you would like us to maintain minimal personal data for the purpose of contacting you in the future to let you know about events in the Community Centre.

Please keep me informed using my email address. ☐

Please keep me informed using my telephone number. ☐

Your data will never be passed on to third parties unless demanded by law enforcement or other legal departments.

You can find further information on our privacy policy at
<http://www.princesrisboroughtowncouncil.gov.uk/Files/PrivacyStatement.pdf>

**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 may invalidate this agreement.

Signed _____ on behalf of the Town Council

Signed _____ on behalf of the organisation or individual named above.