

DRAFT: 22/7/2017

The Marden Village Trust

Registered Charity:508824

Hiring Agreement

DATED

PARTIES

(1) The Marden Village Trust as named in clause 2.1 acting by its Management Trustees; ('The Marden Community Centre')

(2)

As named in clause 2.2 The person or organisation named in clause 2.2a ('Hirer')

1. AGREED as follows:

1.1 Throughout this Agreement:

- the Marden Community Centre named in clause 2.1 is referred to as "we"; "our" is to be construed accordingly and "we" and "us" mean and include The Marden Village Trust Management Trustees, employees, volunteers, agents and invitees.
- the person or organisation named in clause 2.2 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 Bookings Secretary.

1.2 In consideration of the hire fee described in clause 3.1, we agree to permit you to use the premises described in clause 3.1 for the purpose described in clause 4.1 for the period(s) described in clause 3.1. This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

2. The Parties

2.1 The Marden Village Trust: Marden Community Centre

(a) Registered Charity Number:

508824

(b) Authorised Representative:

The Bookings Secretary: Mrs C. Wathen

Address:

The Marden Community Centre,
Marden'
Herefordshire'
HR1 3EW.

**Telephone /
email:**

01568 797876; email; criswas@tiscali.co.uk

2.2 The Hirers:

(a) Name

(b) Organisation:

**(c) Name of
Organisation's
Authorised
Representative**

Address:

**Contact Telephone
Number:**

Email:

3. The Event

3.1 Individual Events:

Date of hire:..... Time:.....

Time required From (including set up):

To:.....

TOTAL HOURS:

Facility Required: (Delete as appropriate)

Hall only:	£12.00 per hour
Community Lounge only:	£8.50 per hour
Hall and Community Lounge:	£20.50 per hour
Kitchen:	Inclusive

TOTAL COST: £.....

Cheques should be made payable to The Marden Village Trust

BACS Payments: Bank: Santander:
Account Name: The Marden Village Trust
Sort Code:
Account number;

4. Purpose and Description of Event(s):

4.1 Purpose / description of Event:

Please describe in the box below the propose of the event and give a brief description:

4.2 About Your Event

Please answer the following questions:

a) **Is alcohol to be provided at the event?** **Yes/No: If Yes, then you must obtain the appropriate license** to allow you to do this. The Bookings Secretary will require sight of your license BEFORE the hire commences.

b) How many people, including all helpers and organisers will be at your event?

5. Licences

5.1 Music and Performing Rights.

The Community Centre is licenced for the following.

Performance of a play
Showing a film
Indoor sporting events
Performance of live music
Performance of dance and dancing
Rehearsing and performance of live music
Sale of alcohol for consumption on the premises

Does your event require any performing activity that is not listed above? Yes /No
If yes. You must inform the Booking Secretary immediately.

5.2 The Community Centre is Licensed for the following number of people:

- a) The Main Hall: 270
- b) The Community Lounge: 120
- c) The small meeting room: 40

In addition, you must provide named Stewards / Door Supervisors:

- 1 steward if up to 100 people
- 2 stewards if over 100 people but less than the number above
- If the maximum number of people in any room is anticipated then:
 - Main Hall: 4 stewards
 - Community Lounge; 3 Stewards
 - Small Meeting Room: 1 Steward

6. Marden Community Centre

6.1 Main Hall:

Chairs and tables are located in the store at the rear of the hall. Please note that the round tables are the property of the Academy and must not be used without obtaining prior permission from the Bookings Secretary.

Please do not drag chairs across the wooden floor. A trolley is provided for ease of movement.

The wood floor is not to be mopped. Any spillages should be mopped up immediately using the mop and bucket located in the kitchen.

At the end of your session, the floor is to be swept clean using the brushes located in the store where the chairs and tables are.

6.2 Community Lounge:

Tables are stored in the cupboard next to the kitchen door. At the end of your session, the tables are to be returned to the store cupboard and stores as found.

Chairs are stacked against the wall in six stacks of six chairs. At the end of your session they are to be returned in this fashion.

At the end of your session: the carpet is to be vacuumed with the vacuum cleaners stored in the store cupboard.

6.3 Kitchen:

Use of the kitchen is available to hirers of both the hall and the community lounge.

At the end of your session, all surfaces are to be wiped down.

The floor is to be swept and washed using the mop provided.

6.4 Rubbish and Recycling: All rubbish and recycling is to be put in the appropriate bins located outside the kitchen.

7. Agreements:

- 7.1 You agree not to exceed the maximum permitted number of people per room including the organisers/performers and provide the required number of stewards (clause 5.2)
- 7.2 You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.
- 7.3 We and you hereby agree that the Standard Conditions of Hire (attached), 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.
- 7.4 We and you agree that 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.

Please ensure you have read and understood the Standard Conditions of Hire attached to this Agreement.

Please be aware that on signing this agreement you are entering into a contract that could be used in evidence should legal action become necessary.

Signed by the person named at 2.11b above, duly authorised, on behalf of The Marden Village Trust (Marden Community Centre.)

..... Date:

Signed by the person named at 2.2c, duly authorised, on behalf of the organisation named at 2.2b.

Signed:..... Date:

MARDEN COMMUNITY CENTRE STANDARD CONDITIONS OF HIRE

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

1. Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

2. Supervision

During the period of the hiring, you are responsible for:

- (i) supervision of the premises, the fabric and the contents;
- (ii) the provision and deployment of door stewards as per clause 5.2
- (ii) care of the premises, safety from damage however slight or change of any sort; and
- (iii) the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

As directed by us, **you must pay** for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents or the cartilage.

3. Use of premises

You must not use the premises (including the car park) for any purpose other than that described in the Agreement and must 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 on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises.

4. Licenses:

You will be responsible for obtaining any licences as may be needed.

5. Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

6. Safeguarding children, young people and vulnerable adults

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

7. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authorities.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Secretary.

(i) You acknowledge that you have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

- Location of the first aid box.

(ii) In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked and panic bolts are in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no fire-hazards on the premises.

8. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night .

9. Dogs:

You must not allow any dogs into or onto the premises other than guide / safety dogs.

10. Food Preparation, Selling or Distribution:

If preparing, serving or selling food you must observe all relevant food health and hygiene legislation and regulations.

11. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with all relevant legislation

12. Stored equipment

We accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or we will charge a fee each day or part of a day that the property remains uncleared.

13. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006.

14. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book.

15. Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are to be erected without our consent.

16. Heating

You must ensure that no unauthorised heating appliances are used on the premises.

17. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements

18. Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales.

20. No alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

21. No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

(If the Hirer is in any doubt as to the meaning of the following, the Letting Secretary should immediately be consulted). For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative .

22. End of hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise an additional charge will be made.