

Fen Ditton Recreation Ground Trust - Hiring Agreement (2015) DRAFT V10

Hirers are informed that on signing this agreement they enter into a contract that could be used in evidence should legal action become necessary.

DATED

PARTIES

- (1) Fen Ditton Recreation Ground Trust named in clause 1.2 acting by its management committee ("Fen Ditton Recreation Ground Trust").
- (2) The person or organisation named in clause 1.3 ("Hirer").

AGREED as follows:

1. In consideration of the hire fee described in clause 1.4, Fen Ditton Recreation Trust 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 1.7 and clause 2 are terms of this agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

1.1 Date(s) required:

Day(s)	<input type="text"/>	Month	<input type="text"/>
Time required (hours)	<input type="text"/>	From	<input type="text"/>
		Preparation	<input type="text"/>

1.2 Fen Ditton Recreation Ground Trust:

(a)	Registered Charity No	<input type="text" value="288528"/>
(b)	Authorised Representative	<input type="text"/>
	Address	<input type="text"/>
	Telephone Number	<input type="text"/>

1.3 Hirer:

(a)	Name	<input type="text"/>
(b)	Organisation	<input type="text"/>
(c)	Name of Organisation's Authorised Representative	<input type="text"/>
	Address	<input type="text"/>
	Telephone Numbers & email	<input type="text"/>
(d)	Organisation's Insurance Company and POLICY number (if applicable)	<input type="text"/>

1.4	Hire Fee £25/per hour	<input type="text" value="£"/>
	Deposit £50	<input type="text" value="£"/>

The rates above are indicative and may be varied by Fen Ditton Recreation Ground Trust. The Hirer shall pay as deposit at least one third of the cost of the booking. Fen Ditton Recreation Ground Trust may require an additional special deposit to be paid to cover potential damage or additional cleaning costs. The balance of the booking fee being payable on or before the conclusion of the event for which the premises are hired (the deposit having been paid when the agreement is signed). The booking solely at the discretion of the booking secretary.

Balance	£
Special deposit	£

This deposit will be refunded within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents nor complaints made to Fen Ditton Recreation Trust about noise or other disturbance (including inconsiderate parking) during the period of the hiring as a result of the hiring.

Balance	£
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Payable on or before the conclusion of the event for which the premises are hired (the deposit having been paid on the signing hereof)

Commercial Use? Yes/No

The following is only applicable to hires for Commercial Use:
 Village Halls are usually held on strict trusts with the Charity Commission for the purposes of a Village Hall. The management committee is bound to ensure that the property is administered in accordance with those trusts. Accordingly Fen Ditton Recreation Ground Trust is bound to preserve and hereby reserves the right to terminate this Agreement by not less than 7 days notice in writing to the Hirer in the event of the premises being required on the same date/time for the fulfilment of its charitable purposes.

In the event of such termination by Fen Ditton Recreation Ground Trust, Fen Ditton Recreation Ground Trust shall refund to the Hirer all monies paid by the Hirer to Fen Ditton Recreation Ground Trust. Fen Ditton Recreation Ground Trust shall not however be liable to make any further payment to the Hirer in respect of expenses, costs or losses incurred directly or indirectly by the Hirer in relation to the termination".

1.5 Premises

Whole pavilion building	
Club Room and toilets	
Storage area for equipment	
On Site Car Parking	
Changing rooms and showers	
Sports pitches	

1.6 Purpose/description of hiring:

Will tickets be sold for your event? Yes/No

1.7 Is food to be provided at the event? Yes/No

1.8 All groups and organisations must have their own insurance to cover their events and activities.

2. Fen Ditton Recreation Trust has NO Premises Licence authorising any of following regulated entertainment and licensable activities. Please confirm which licensable activities will take place at your event:

Activity	The premises are licensed for	Times for which the activity is licensed	Indicate activities to take place at your event
a. The performance of plays	No	None	
b. The exhibition of films	No	None	
c. Indoor sporting events	Unsuitable	N/A	
d. Live entertainment	Unsuitable	N/A	
e. The performance of live music	Unsuitable	None	
f. The playing of recorded music	No	None	
g. The performance of dance	No		
h. Entertainments similar to those in a – g	No		
i. Making music	No		
j. Dancing	No		
k. Entertainment similar to those in i – j	No		
l. The provision of hot food/drink after 11pm	No		
m. The sale of alcohol	No	None	

- 2.1 Have you indicated at 2(m) that alcohol will be available at your event n Yes/No

If you answer yes to the above question, you will need to seek written permission from the management committee by completing the appropriate forms.

- 2.2 The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.

Main Club Room	50
Changing room - each	15

- 2.3 The Fen Ditton Recreation Ground Trust does not have a licence:

With the Performing Right Society for the performance of copyright music.	
from Phonographic Performance Licence (PPL)	

- 2.4 In order to hold a licensable activity on the premises a Temporary Event Notice (TEN) will need to be given to the licensing authority.

The Hirer shall obtain the written consent of the management committee on the form provided for this purpose before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the Fen Ditton Recreation Ground Trust management committee and local voluntary organisations.

3. The Hirer agrees with Fen Ditton Recreation Trust to be present (by its authorised representative) during the hiring and to comply fully with this Hire Agreement.
4. It is hereby agreed that the Standard Conditions of Hire or that Fen Ditton Recreation Trust management committee deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between Fen Ditton Recreation Trust and the Hirer.
5. 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.
6. The Hirer agrees that if the event is likely to cause parking problems in nearby streets that they will (ground conditions permitting) take up the Parking on the Recreation ground option and manage the car parking.
7. The Hirer agrees that the main gates to the recreation ground will not be left open and unmanned at any time.
8. The Hirer agrees not to play loud music or cause any excess noise after 20:30 M-F or after 21:00 S-S.

9. Fen Ditton Recreation Ground Trust reserves the right to terminate this agreement with no refunds, including the deposit under the following conditions.
- Rowdy behaviour
 - Excessive noise pollution
 - Illegal Parking
 - Inappropriate use of the facilities
 - Behaviour likely to cause a disturbance
 - Open and unmanned main gate
 - Driving behaviour on the recreation ground likely to cause damage

As Witness the hands of the parties hereto:

Signed by the person named at 1.2(b) above, duly authorised, on behalf of the Fen Ditton Recreation Ground Trust

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

Standard conditions of hire

These standard conditions must be made available to all hirers either in hard or electronic copy or should be made available for all on Fen Ditton Recreation Trust notice board. If the Hirer is in any doubt as to the meaning of any of the conditions, Fen Ditton Recreation Trust Secretary or Booking Clerk should immediately be consulted.

1. Age

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

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and 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. The main gate shall not be left open and unsupervised at any time. As directed by Fen Ditton Recreation Trust Secretary, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

3. Use of premises

The Hirer shall not use the premises (including the car park) 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 or unsuitable 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 thereon without written permission.

4. Insurance and indemnity

The Hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises.
- (i) All claims, losses, damages and costs as a result of injury however caused to any party as a result of the activity of any member of the hirer group or organisation.
- (ii) all claims, losses, damages and costs made against or incurred by Fen Ditton Recreation Trust management committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
- (iii) all claims, losses, damages and costs made against or incurred by Fen Ditton Recreation Trust management committee, 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 premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of Fen Ditton Recreation Trust management committee and Fen Ditton Recreation Trust's employees, volunteers, agents and invitees against such liabilities.

(a) Fen Ditton Recreation Trust shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. Fen Ditton Recreation Trust shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of Fen Ditton Recreation Trust's management committee and Fen Ditton Recreation Trust's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(a) Where Fen Ditton Recreation Trust does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Fen Ditton Recreation Ground Trust. Failure to produce such policy and evidence of

cover will render the hiring void and enable Fen Ditton Recreation Ground Trust to rehire the premises to another Hirer.

Fen Ditton Recreation Trust is insured against any claims arising out of its **own** negligence.

5. Gaming, betting and lotteries

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

6. Music Copyright licensing

The Hirer shall ensure that Fen Ditton Recreation Trust holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the Hirer holds a licence.

7. Film

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

8. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide Fen Ditton Recreation Trust management committee with a copy of their CRB check and Child Protection Policy on request.

9. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Fen Ditton Recreation Ground Trust's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the Fen Ditton Recreation Ground Trust's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the management committee.

(a) The Hirer acknowledges that they 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 pavilion.
- 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.

(b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts 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 obvious fire hazards on the premises.

- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

10. **Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

11. **Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the recreation ground and pavilion and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

12. **Health and hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are *not* provided with a refrigerator and thermometer.

13. **Electrical appliance safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, 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 interests of public safety.

14. **Stored equipment**

Fen Ditton Recreation Trust accepts 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 fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

Fen Ditton Recreation Trust may, use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in Fen Ditton Recreation Trust management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

15. **Smoking**

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

16. **Accidents and dangerous occurrences**

Any failure of equipment belonging to Fen Ditton Recreation Trust or brought in by the Hirer must also be reported **as soon as** possible. The Hirer must report all accidents involving injury to the public to a member of Fen Ditton Recreation Trust management committee **as soon as** possible and complete the relevant section in the Fen Ditton Recreation Ground Trust's accident book. Certain types of accident or injury must be reported on a special form

to the Incident Contact Centre. Fen Ditton Recreation Trust Secretary will give assistance in completing this form and can provide contact details

17. Explosives and flammable substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

18. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used. The Hirer will also have to pay for use of the electricity for which a re-payment meter is provided. No refunds will be given for any unused payment.

19. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by Fen Ditton Recreation Trust. No animals whatsoever are to enter the kitchen at any time.

20. 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 premises, and shall indemnify and keep indemnified each member of Fen Ditton Recreation Trust's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

21. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

22. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and Fen Ditton Recreation Trust is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of Fen Ditton Recreation Trust. Fen Ditton Recreation Trust reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- (a) Fen Ditton Recreation Trust management committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or **unsuitable activities** will take place at the premises as a result of this hiring.
- (b) the premises becoming unfit for the use intended by the Hirer.
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but Fen Ditton Recreation Trust shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

23. End of hire

The Hirer shall be 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 the Fen Ditton Recreation Ground Trust shall be at liberty to make an additional charge.

24. No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of Fen Ditton Recreation Trust Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of Fen Ditton Recreation Trust remain in the premises at the end of the hiring. It will become the property of Fen Ditton Recreation Trust unless removed by the Hirer who must make good to the satisfaction of Fen Ditton Recreation Trust any damage caused to the premises by such removal.

25. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.