

TITCHFIELD PARISH ROOM

Ref: TiPaRm 075 – I – 12

Last update: 16th April 2018

AGREEMENT FOR HIRE

THIS AGREEMENT is made on the date (8) and between the **COMMITTEE** (7) and the **HIRER** (4) named below whereby in consideration of the sum(s) mentioned in (6): subject to the terms and conditions in Sections A, B, C & D, which form an integral part of this agreement.

SECTION A

THE COMMITTEE agrees to permit the **HIRER** to use the premises (1) for the purposes (3) and for the periods (2) all described below

1. Premises: Whole of the Titchfield Parish Room premises
2. Period of Hiring: Date(s): _____
Hours: _____ (Max 8am to 11:30pm)

3. Purpose of Hiring: _____
Will be a Private/Public event (delete as appropriate)

4. Hirer:
Organisation (if applicable) _____
Authorised representative _____
or individual hirer _____

Address _____
_____ Post Code: _____

Tel: _____

Email address: _____

Please indicate if you will allow the Committee to hold your email address after all matters relating to the hire have been completed. YES/ NO (Please delete as appropriate)

Please also indicate if you wish to be able to Book online via the Titchfield Parish Room Web site (www.titchfieldparishroom.co.uk) YES/ NO (Please delete as appropriate)

The Email address given will be used as the user name on the booking site.

(NOTE: in each case the answer will be NO, if the HIRER does not answer the question)

To unsubscribe to either or both of these please email or write to the Secretary (7)

5. Hiring Fee (see published rates) £ (To be paid in advance)

Returnable deposit against damage: £ 25 (waived at committees discretion)

6. Payment:
- a. Deposits by Cheque Please. It will be destroyed once the event has occurred without damages: **(MUST be attached to this form or no reservation will be made)**
- b. Hiring Fee should be paid at least two weeks in advance to the **“TITCHFIELD PARISH ROOM”** by
- BACS to Account No. 01041665 Sort Code: 40-36-33, (please email the details of this Hire to the Treasurer noreply@oldupperfarm.co.uk when you make the transaction), or
 - By Cheque, payable to **“TITCHFIELD PARISH ROOM”** and post the **Cheque to the Treasurer (7), with details of this hire.**

7. Management Committee and Authorised representatives

(a) Management Committee of the Titchfield Parish Room

(b) Authorised representatives:

Mr D Hands	or	Mrs Grace Clark	or	Richard Ashton
Treasurer and		Secretary and		Chairman and
Data Admin		Bookings		Key Holder
8 Gardner Road		27 West Street		Bridge House
Titchfield		Titchfield		1 Mill Street
Hampshire		Hampshire		Titchfield
PO14 4EF		PO14 4DH		Hampshire
				PO14 4AB
01329 846038		01329 842 085		01329 842 441
noreply@oldupperfarm.co.uk		grace@design42.org.uk		

8. Acceptance

- a **THE HIRER** agrees with the Committee to be present during the hiring and to perform the provisions and stipulations contained or referred to in Sections A, B, C & D, which form an integral part of this agreement. (an understanding of which the Hirer acknowledges)
- b **IN THE EVENT** the Premises(1) or any part thereof being rendered unfit for the use for which it has been hired the Committee shall not be liable to the Hirer for any resulting loss or damage whatsoever.
- c **THE HIRER** agrees that if they are an event manager/organiser they have their own public liability insurance or if they are hiring an outside contractor to run their event, the contractor will have their own public liability insurance (it is the Hirers responsibility to verify this). The Titchfield Parish Room public liability insurance does not cover the liability of the event managers/organisers and the Committee shall not be liable to the Hirer for any resulting loss or damage whatsoever.
- d. **THE COMMITTEE** may allocate a key, to the premises(1), to the **HIRER** who must take reasonable care of their allocated key. The **HIRER** will be responsible to **THE COMMITTEE** for any loss caused by their failure to take sufficient care of their allocated key. Key allocation instructions are available from Secretary and Bookings (7) and Chairman (7) or visit the web site www.titchfieldparishroom.co.uk for instructions.

Signed by the person named at (4) above (on behalf of the organisation named at (4) above)

I declare that the information given in this agreement is correct to the best of my knowledge and I acknowledge that any misstatement or misrepresentation will invalidate the agreement.

Signed _____

Dated _____

SECTION B (SPECIAL NOTES)

FIRE DOORS

In amplification of the **Standard Conditions of Hire** and the **Special Conditions of Hire** the **Fire Doors** must be closed but unlocked whenever the building is in use.

On first unlocking the Fire Doors they should be opened to test their functioning and then closed.

The area immediately outside the **Fire Doors** should be checked for any obstruction, in particular that the waste bins do not block a free exit.

Do not forget to ensure before leaving the building that the Fire Doors are shut and fully locked with the locking device.

**THIS IS A NON-SMOKING BUILDING
ANYWHERE INSIDE**

SECTION C

(STANDARD TERMS AND CONDITIONS)

If the **HIRER** is in any doubt as to the meaning of the following the Secretary or Treasurer to the Management Committee should immediately be consulted.

For the purpose of these conditions the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

- 1 **THE HIRER** will, during the period of the hiring, be responsible for the 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 or of adjacent properties.

- 2 **THE HIRER** shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire nor use the premises nor allow the premises to be used for any unlawful purpose nor in any unlawful way nor do anything nor bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcoholic liquor thereon without written permission.

- 3 **THE HIRER** shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor (a TEN notice from the Fareham Borough Council); Recorded music performance from the Performing Right Society and from Phonographic Performance Ltd or otherwise, and for the observance of the same.

- 4 **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.

- 5 **THE HIRER** shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

- 6 **THE HIRER** shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

- 7 **THE HIRER** shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner.

- 8 **THE HIRER** shall ensure that the minimum of noise is made on arrival and departure.

- 9 **THE HIRER** shall indemnify the Committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings, which may occur during the period of the hiring as the result of the hiring.
- 10 If **THE HIRER** wishes to cancel the booking before the date of the event and the Committee is unable to conclude a replacement booking, the question of payment or the repayment of the fee shall be at the discretion of the Committee.
- 11 **THE HIRER** shall ensure that no animals, except Guide Dogs, are brought into the premises unless the Committee specifically gives permission to do so.
- 12 **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, unless directed otherwise, and any contents temporarily removed from their usual positions properly replaced, otherwise the Committee shall be at liberty to make an additional charge.
- 13 **THE COMMITTEE** reserves the right to cancel this hiring in the event of the premise being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election, in which case the HIRER shall be entitled to a refund of any deposit already paid.
- 14 **IN THE EVENT** of the premises or any part thereof being rendered unfit for the use for which it has been hired, the Committee shall not be liable to the HIRER for any resulting loss or damage whatsoever.
- 15 **THE HIRER** shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to the children.
- 16 **THE COMMITTEE** reserves the right to refuse a booking without notice or to cancel this hiring agreement, without giving any reason, at any time either before or during the term of the agreement upon giving seven days notice in writing (including emails) to **THE HIRER**. **THE HIRER** shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by **THE HIRER** to the Committee but the Committee shall not be liable to make any further payment to **THE HIRER**.
- 17 **THE COMMITTEE** may allocate to the **HIRER** keys to the premises (Section A (1)) and storage within the premises. The **HIRER** must take reasonable care of their allocated keys and storage. The **HIRER** will be responsible to **THE COMMITTEE** for any loss caused by their failure to take sufficient care of their allocated keys or storage. **THE COMMITTEE** shall not be liable, whatsoever, to the **HIRER** for any loss of damaged caused by the loss of **ANY** key to the premises or storage.

SECTION D (SPECIAL CONDITIONS OF HIRE)

**To comply with the Public Entertainments License issued under
the Local Government (Miscellaneous Provisions) Act 1982.**

If the **HIRER** is in any doubt as to the meaning of the following the Secretary or Treasurer of the Management Committee should immediately be consulted.

For the purpose of these conditions the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representatives.

- 1 The **HIRER** hereby acknowledges that he understands the conditions of the Public Entertainments Licence, which is displayed in the premises.
- 2 The **HIRER**, not being a person under eighteen years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public is present and for ensuring that all conditions of the Public Entertainments Licence relating to management and supervision of the premises are met.

Supervision

- 3 The **HIRER** acknowledges that he/she has received instruction in the following matters:
 - * the action to be taken in the event of fire. This includes calling the Fire and Rescue Service and evacuating the premises
 - * 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.
- 4 In advance of the function the **HIRER** must check the following items:
 - * that all fire exits are unlocked and the panic bolts are in good working order
 - * that all escape routes are free from obstruction and can be safely used
 - * that any fire doors are not wedged open
 - * that there are no obvious fire hazards on the premises.

- 5 There must, in addition to the HIRER, be a minimum of one competent attendant on duty on the premises to assist people entering and leaving, none of whom may be less than eighteen years of age. If most of the attendees are under sixteen or disabled the number of attendants in addition to the HIRER must not be less than two, or as agreed with the Committee. All persons on duty must have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the Fire and Rescue Service and in evacuation procedure.

Capacity

- 6 The number of people on the premise must not exceed, for either seated or for dancing, one hundred (100).

Means of Escape

- 7 All means of exit from the premises must be kept free from obstruction and immediately available for instant exit.
- 8 The premises are fitted with automatic emergency lighting. Exit routes will be illuminated should the main power to the building fail.

Outbreaks of Fire

- 9 The Fire and Rescue Service must be called to any outbreak of fire, however slight, and details of the incident must be given to the Secretary of the Committee.

Dangerous Activities

- 10 Activities involving danger to the public must not be undertaken.

Explosives and Inflammable Substances

- 11 Highly inflammable substances must not be brought into, nor used in any portion of the premises.
- 12 No internal decorations of a combustible nature (e.g. paper, polystyrene, cotton wool) may be erected without the consent of the Committee.

Heating

- 13 No unauthorised heating appliances may be used on the premises without the consent of the Committee. Under no circumstances may portable Liquid Propane Gas (LPG) appliances be used

Hours of opening

- 14 The premises must not be used for public entertainment except between the hours of:

Monday to Friday 10.00 a.m. to 11.30 p.m.

Saturday 10.00 a.m. to 11.30 p.m.

(This may be extended at the discretion of the Committee, but no later than 1am)