

Reference no:

Barkway Recreation Ground and Community Room Hiring Agreement

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

The contract includes this Hiring Agreement and the accompanying Standard Conditions of Hire (plus any Special Conditions that might be attached to any particular hire agreement). Whilst all provisions of the Conditions of Hire have equal value and status, the Hirer's attention is directed particularly to:

- The limits on the numbers of people allowed on the premises
- Special arrangements regarding the sale of alcohol, and the playing or performing of copyright music.
- The requirements regarding public safety, including a complete ban on naked flames (candles, etc).
- That you will leave the property in a reasonable state of cleanliness. A minimum cleaning charge of £25 will be levied should you fail to comply.

This agreement is made between:

- (1) Barkway Parish Council (BPC) named in clause 1.2 acting by The Barkway Recreation Ground Management Committee (BRGMC)), a committee of BPC.
- (2) The person or organisation named in clause 1.3 ("Hirer").

AGREED as follows:

1. In consideration of the hire fee described in clause 1.5, the BRGMC agrees to permit the Hirer to use the premises described in clause 1.4 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)/times required (timings to include preparation and clearing-up time):

Date From To

Activities/functions held in the Community Room must cease by 11pm on the day of hire and the premises including car parking and access areas must be vacated by this time.

1.2 :BRGMC

Authorised Representative	
Address	
Telephone Number	
Email	

1.3 Hirer:

(a) Name	<input type="text"/>
(b) Organisation (if applicable)	<input type="text"/>
(c) Name of Organisation's Authorised Representative	<input type="text"/>
Address	<input type="text"/>
Telephone Number (s)	<input type="text"/>
Email	<input type="text"/>

In addition to the Hire Fee the Hirer shall pay as deposit the sum of £100. 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 the BRGMC about noise or other disturbance during the period of the hiring as a result of the hiring. The Hire Fee and Deposit are to be paid at the time of signing this Agreement. Payment of both the hire fee and damage deposit can be paid either by cheque or cash. Please note if the damage deposit is paid by cheque, this cheque will be presented.

Please include a stamped-addressed envelope.

Premises (please tick)

1.4 Community Room only	<input type="checkbox"/>	Community Room & Recreation Ground	<input type="checkbox"/>
Please tick if you require use of the kitchen	<input type="checkbox"/>		

NB1. This hiring does not include the use of the football changing facilities. The hiring of the changing rooms and the football pitches is the subject of a separate arrangement

NB2. If you require prior access to the premises ie. the day before in order to set up equipment, etc. or several hours before the commencement of you hire time, this may be arranged, subject to availability and to the payment of a £10 admin fee.

1.5 Hire Fee (as per published scale)	<input type="text"/>
Damage Deposit required (as per published scale)	£100
Prior access admin fee of £10	<input type="text"/>

1.6 Purpose/description of hiring:

1.7 Will tickets be sold for your event? Yes/No

Sale of alcohol

2. Alcohol may only be sold in the Community Room with the written permission of the BRGMC and only if the hirer has obtained the appropriate license. Sale of alcohol is explicitly forbidden in the absence of such permission or license.

Will you be obtaining a license for the sale of alcohol?

Yes/No

3. Will you be obtaining any other type of license

Yes/No

If yes, which type?

General

4. The Hirer agrees with the BRGMC to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.
4. It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed or that the BRGMC deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the BRGMC and the Hirer.
6. 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.

I/we have read and understand the Standard Conditions of Hire (please tick)

As Witness the hands of the parties hereto:

Signed by the person named at 1.2(b) above, duly authorised, on behalf of the BRGMC

<input type="text"/>	Dated
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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

<input type="text"/>	Dated
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Cheque(s) for the hire fee and/or damage deposit should be made payable to Barkway Parish Council and should be sent together with a stamped addressed envelope to:

The Bookings Secretary
Barkway Recreation Ground Management Committee
The Reading Room, 12 High Street
Barkway
Royston, SG8 8ED

If you wish to pay by cash please email barkwaypavilion@barkway-village.co.uk

On receipt of your payment full confirmation details will be provided.

Standard conditions of hire for the Barkway Recreation Ground and Community Room

These standard conditions must be made available to all hirers either in hard or electronic copy or should be made available for all to see on the Barkway Pavilion notice board. If the Hirer is in any doubt as to the meaning of any of the conditions, the Bookings Secretary should immediately be consulted.

1. Age

The Hirer must be over 21 years of age.

2. Supervision

The Hirer for the period of the hire will be fully responsible for supervision of the premises and the contents, their care and safety from damage, however slight, and the behaviour of all persons using the premises.

3. Use of premises

The Hirer shall not use the premises (including the car parking and access areas) 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 sale of alcohol.

The maximum number of persons allowed in the Community Room at any one time is 60.

Car parking is available on the driveway to the front of the pavilion.

4. Licences

The conditions attached to all licences and regulations in force at the time of hire, including the preparation and sale of food, music and dancing, theatre licence and entertainment licence for the premises shall be duly observed. The Hirer shall be deemed to have had notice of all such conditions. Currently, the Barkway Recreation Ground Management committee (BRGMC) does not hold any licences pertaining to the Community Room and therefore the Hirer should contact the Licensing Authorities at North Herts District Council as a Temporary Event Notice may be necessary.

In order to conduct a licensable activity on the premises or on part of 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 BRGMC 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 BRGMC and Barkway organisations.

5. Music

The premises do not have a licence with the Performing Rights Society. The performing of live and/or recorded copyright music is not permitted at an event which is open to the public. Where events are organised as public profit-making events, the hirers will need to apply to the Phonographic Performance Limited (PPL) for a separate PPL licence. Please visit ppluk.com for more information. It is the Hirer's responsibility to ensure that they have the correct licence.

6. Insurance and indemnity

- a) 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
NB. In the event of damage occurring where the costs are under £100, the amount recoverable will be taken from the damage deposit. However, if the costs are in excess of £100, an invoice will be raised for the difference.
 - (ii) all claims, losses, damages and costs made against or incurred by the BRGMC, 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 the BRGMC 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 the BRGMC and its employees, volunteers, agents and invitees against such liabilities.

- b) BPC 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. The BRGMC through BPC shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the BRGMC and its 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.
- c) Where BPC 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 Bookings Secretary of the BRGMC. Failure to produce such policy and evidence of cover will render the hiring void and enable the Bookings Secretary to rehire the premises to another Hirer.
- d) BPC is insured against any claims arising out of its **own** negligence.
- e) Regular hirers of the premises are encouraged to carry out their own risk assessment and to provide a copy to the Bookings Secretary.

7. 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.

8. Music copyright licensing

The hirer shall ensure that where appropriate, he/she holds a licence under the Performing Rights Society (PRS)

9. Film

The showing of films is not permitted.

10. Childcare Act 2006

Where the hiring is by a regulated children's body, eg. youth club, 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 the BRGMC with a copy of their CRB check and Child Protection Policy on request.

11. Public safety compliance

No naked flames whatsoever, whether associated with candles, tea lights or any other source, are permitted inside the premises, with the exception of small candles used on birthday cakes.

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Community Room'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 BPC'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 BRGMC.

- I. 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 hall.
 - The location and use of fire equipment. (Include diagram of location when handing over keys.)
 - 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.

NB. The hirer will be provided with a guide in respect of the above instructions.

- II. 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 fire doors are not wedged open.
 - That there are no obvious fire hazards on the premises.
- III. The premises emergency exit signs are operated by an automatic mains failure switching device, and will illuminate automatically in the event of a loss of power.

12. Bouncy Castles

If the hirer wishes to use a Bouncy Castle on the Recreation Ground as part of their hire agreement then :

- a) The hirer should inform the Bookings Secretary at the time of booking
- b) The hirer should ensure that they are covered by adequate insurance for all risks associated with its use

- c) Adequate adult supervision should be maintained at all times whilst the equipment is in use
- d) The Hirer will be liable for any injury or damage that the equipment may cause to the Barkway recreation ground, the pavilion (including its fixtures and fittings), or to any members of the public.
- e) Under no circumstances, will BPC or BRGMC will be liable for any injury or damage associated with the use of the equipment
- f) The equipment should be obtained from a reputable supplier and all costs associated with its hire and use to be paid by the hirer
- g) On no account must the bouncy castle be used inside the pavilion

13. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly during unsociable hours. The Hirer shall, if using sound amplification equipment, comply with any licensing conditions.

14. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the premises and to 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.

15. Alcohol

No alcohol may be bought or sold on any part of the premises without the express consent in writing of the BRGMC and the obtaining of the appropriate license. The BRGMC reserves the right to refuse such consent.

Any sale of alcohol shall be within the prescribed timescales of the license

The Hirer is responsible for ensuring that the requirements of the Licensing Act 2003, where applicable, are complied with, in particular:

- the prevention of crime and disorder
- public safety
- the prevention of public nuisance
- the protection of children from harm

Hirers are reminded that it is an offence, among other things, to

- (i) supply alcohol to someone under the age of 18
- (ii) supply alcohol to someone who is drunk
- (iii) allow disorderly conduct on the premises

16. 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 provided with a refrigerator.

17. 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.

18. Stored equipment

The BRGMC 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.

The BRGMC 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 the BRGMC 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.

19. 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.

20. Accidents and dangerous occurrences

Any failure of equipment belonging to the BRGMC 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 the BRGMC **as soon as possible** and complete the relevant section in the accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Bookings Secretary will give assistance in completing this form and can provide contact details

21. 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 BRGMC. No decorations are to be put up near light fittings or heaters.

22. 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.

23. 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 the BRGMC. No animals whatsoever are to enter the kitchen at any time.

24. 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 the BRGMC 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.

25. 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.

26. Cancellation

a) Hiring of Community Room only (*section 1 of the Scale of Charges*):

If the Hirer wishes to cancel the booking before the date of the event and the BRGMC 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 BRGMC. Foul weather on the day of the booking will not be accepted as a reason for cancellation.

b) Hiring of Community Room with use of the Recreation Ground (*section 4 of the Scale of Charges*):

As per a) above but if the weather on the day of the booking is not suitable for an outside event to take place, repayment of the hire charge will be at the discretion of the BRGMC

The BRGMC 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.
- b) the BRGMC 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.
- c) 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 the BRGMC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

27. End of hire

The Hirer shall be responsible for removing all rubbish and leaving the premises and surrounding area in a clean and tidy condition; BRGMC will be responsible for securing the premises, unless the Hirer has been provided with a key; and any contents temporarily removed from their usual positions properly replaced, otherwise the BRGMC shall be at liberty to make an additional charge.

28. 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 the Bookings Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the BRGMC remain on the premises at the end of the hiring. It will become the property of the BRGMC unless removed by the Hirer, who must make good to the satisfaction of the BRGMC any damage caused to the premises by such removal.

29. No rights

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

Plan of the Barkway Pavilion showing the fire exits

