Hire Agreement

Please read the hirer agreement carefully before completing, sign and return it along with your booking form to the Jubilee centre manager via email jubileecentresandwich@hotmail.com

All bookings of rooms are subject to the standard conditions laid out within the hire agreement.

- On completing the hire agreement and booking form the hirer agrees with the jubilee centre to observe and carry out the standard conditions laid out in the agreement and thereby agrees to be personally responsible to the Jubilee centre to uphold the obligations of the hirer.
- On acknowledgement of receipt of the signed and completed booking form and hire agreement, together with the hire charge deposit (if applicable) the Jubilee centre will confirm the booking and agree to permit the hire to use the elected room(s) on the elected date and time for the sole purpose of the agreed hire.
- The agreement between the Jubilee centre and the hirer is personal and is not assignable.
- The outstanding balance of hire charge must be received within the specified period before the date of hire.

1) Terms and conditions of hire

Hirers who may hire the Jubilee centre:

- must be aged 18 or over and able to provide proof of a secure address within the UK.

The building maybe hired for:

- Recreation, social, leisure, clubs, indoor sport and fitness groups
- Meetings, elections, lectures and tuition classes
- Celebrations such as pageants, birthday and wedding parties.

2) Applications

Applications for hire should be made to the Jubilee centre manager

Email jubileecentresandwich@hotmail.com or by phoning 07368572151

The Jubilee centre, a charitable incorporated organisation, a registered charity in England and Wales (number 1200763) henceforth referred to as the Trustees of The Sandwich Community hub. Every application for hire must state the nature and purpose of which they require to hire the facility. The right to use the Jubilee centre is not transferable.

3) **Charges**

- Charges for the use of the Jubilee centre are set out by the trustees, and they reserve the right to alter, add to, omit, or vary the said charges.
- An additional fee is payable by the hirer for each hour or part of an hour that the said facilities are retained by the hirer from expiry of the contractual period until the hirer has returned control thereof to the manager or trustees ready for use by a subsequent hirer. The additional fee is calculated to the nearest hour.

4) **Bookings, deposits and payment**

Bookings are made by making an appointment with the manager for a viewing of the building this can be done via email jubileecentresandwich@hotmail.com or phone 07368572151

Once you had an appointment, your booking can then be confirmed as provisional you will receive from the manager at the meeting a booking form and a hire agreement to take away fill in and return.

Upon returning the filled in booking form, hire agreement along with the deposit your booking will then be confirmed, and you will get a copy of the booking form and hire agreement.

Deposits can be made via Cheque, bank transfer or cash the amount of the deposit and the total hire cost will be stated on the booking form.

5) **Regular/block bookings**

On return of the signed booking form and hire agreement the hirer shall either enclose the full amount due or make the first month's payment in advance. If payments are to then be made monthly these are to be paid a month in advance of the booking and on a set date agreed.

6) **Single bookings**

The hirer must sign and complete both booking and terms and conditions forms returning them with the minimum returnable deposit of (£20). The deposit will be forfeited if the building is left in an unreasonable condition or damaged. The hirer is responsible for ensuring that the building is left neat and tidy after use and that all rubbish is removed, and spillages are cleaned up, if not this will forfeit the deposit. The full balance of the booking is payable 7 days prior to the hire.

7) **Cancellation**

Regular/block bookings

In the case of a cancellation of a regular/block booking, the hirer shall pay the full amount of the basic hire charges together with any other losses incurred, unless 28 day's notice is given in writing.

Term time bookings

Hirers that follow the academic calendar are still expected to give 28 days' written notice that they will be cancelling their bookings. If they do not wish to continue with the hires, we still request a minimum of 28 days' notice in writing and payment fees as per the block bookings above.

Annual bookings

Unless agreed by the trustees, we require payments to be made annually in advance or by four equal payments made quarterly. We require 3 months' notice of cancellation.

Single bookings

If the hirer wishes to cancel their agreed hiring, they must give reasonable notice to that effect. Cancellations of bookings need to be given in writing, observing the required notice periods, using the contact details given on the booking form.

12 days before date of hire a full refund will be given

7 days before date of hire 75% of the hire fee will be refunded

5 days before date of hire 50% of the hire fee will be refunded

3 days before date of hire 25% of the hire fee will be refunded

48 hours before hire 0 of the hire fee will be refunded

By the trustees

The trustees reserve the right to close or prohibit the use of any of the said facilities at their discretion. Any amounts paid by the hirer in respect of or in accordance with this condition will be refunded but the trustees will not be liable for any other expenditure incurred, or loss sustained, directly or indirectly by the hirer, arising from the cancellation.

8) <u>Facilities</u>

- Rooms in the Jubilee centre are generally available for hire between the hours of 8am and 23.00 Monday to Sunday. Out of hours use must be with agreement from the trustees
- Use of rooms includes use of the foyer solely for the purpose of access to rooms leased and toilet facilities.
- The hire charge includes heating, lighting, fixtures and fittings and furniture, as necessary.

- Tables and chairs are available to use at no additional cost, on a first come/first serve basis and can be requested on the booking form as necessary. The hirer is responsible for setting out and subsequent removal and stacking of tables and chairs. Practical assistance may be offered if required. Staff will be in attendance at the Jubilee centre during your hire. The Jubilee centre reserves the right of entry for authorised members, emergency services, environmental health department and trading standards department. The Manager and/or trustees reserve the right at its absolute discretion to refuse the admission or evict any person from the facility. The jubilee centre Trustees and employees or delegated officer will have the right to enter the premises at any time and have the right to immediately terminate the hire if the event is found to be in breach of the terms and conditions of hire.

9) <u>Hirer</u>

- No part of the Jubilee centre is to be used for any other purpose than of the agreed hire.
- The hirer must take care to protect the jubilee centres fixtures and fittings from damage
- The hirer is obliged to make good or pay for any wilful or negligent damage caused by any act or neglect by the hirer, or anyone whom the hirer is responsible.
- The hirer shall not use any part of the Jubilee centre for any unlawful purpose or in any unlawful way which, depending on severity, could result in prosecution.
- The hirer shall be restricted to use only the rooms specifically hired and stated on the booking form and not make use of any other rooms within the jubilee centre building.
- Children of all ages are to be supervised at all times.
- The hirer shall not sublet the premises or use the premises for any unlawful purpose or in any unlawful way nor do anything nor bring onto the premises anything that may endanger the premises, their users or any insurance policies relating there to.
- The entrance and passage shall be used only for the purpose of entering and leaving the building and shall be kept clear at all times.
- The kitchen area is used by many hirers no items are to be left in the kitchen unless the trustees have agreed to this. This needs to be done in writing.
- Hirers are responsible for providing black bin bags and taking there rubbish away with them. Any rubbish left behind will be charged a disposal fee of £10 per bin sack.
- A surcharge will be made for any extra cleaning necessary not covered in the normal booking fee. This surcharge will be deducted from the deposit or charged in addition.

- The hirer agrees to pay the jubilee centre the cost of any repairs or to make good of any damage or loss (fair wear and tear excepted) arising out of or incidental to the hiring.

10) Key holders

If you are a key holder hirer you will be required to sign for the keys, you have. At the beginning of your hire, you will be required to unlock the gate, building and take the alarms off at the end of your hire you will be responsible for

- Making sure everyone has left the building
- All windows are shut and locked
- All doors are shut and locked
- All lights are turned off (except the entrance lights and external security lights)
- Set the alarm
- All external doors secure and locked
- Close and lock the gate

11) Safety requirements

- Obstructions must not be placed in gangways or near any exits these must be clear at all times immediately available for free access.
- Fire extinguishers need to be kept clear and obstruction free.
- Flammable substances are not to be brought onto the premises.
- Should any first aid be required there is a first aid kit to use and a first aid book to record this in.

The hirer shall comply with all condition and regulations made in respect of the fire authority, local authority and the licensing authority or otherwise. The hirer must make themselves aware of fire safety procedures and is responsible for ensuring that this information is passed to all present during the hire and that all aspects of the procedure are adhered to. The hirer is responsible for ensuring that all routes are free from obstructions and that there are no obvious hazards. In the event of a fire the hirer is responsible for alerting the emergency services.

The hirer must report to the manager or trustees as soon as they can any accidents, any failure in any equipment that either belongs to the building or has been brought onto the premises for the hire. The hirer must report this as soon as possible. the hirer must comply with the reporting of injuries, diseases and dangerous occurrences regulations 1995.

No naked flames, in the form of candles, gas cookers, incense burners etc are permitted on the premises.

12) Storage of equipment

Storage of equipment is at the discretion of the trustees. And needs to be asked in writing. Our storage is very limited, and it may not be possible to store all or any of your equipment. If we are able to store equipment there will be a small fee for this. Any equipment that is stored must be insured by the hirer and the trustees accept no responsibility for any loss or damage. The jubilee centre insurance policy does NOT include hirers equipment.

13) Nuisance

The hirer is responsible for the control of all persons and parties who are admitted to the centre and must conform in all respects to the regulations governing the use of the facility.

The hirer must ensure that noise is maintained at a reasonable level so as not to cause disturbance and nuisance to residents in the vicinity, particularly during hot weather when doors and windows are open.

Litter shall not be left in or about the premises.

Loss of property

The jubilee centre doesn't accept responsibility for the damage to, or the loss or theft of the hirers (or persons under the hirers control) property and effects from the building from within the grounds or from within vehicles in the car park. After one month any hirers property left at the centre will be suitably disposed of, other than property agreed by the trustees to be stored on the premises.

14) Indemnity

The jubilee centre insurance covers liabilities and does not cover any liabilities of the hirer.

The use of the facility is at the hirers risk and the hirer shall indemnify the trustees against any liability incurred towards any third party or parties arising out of or incidental to the hire of the facilities or equipment and due to the negligence or default of the hirer or persons of parties under the hirers control.

The trustees and its employees or delegated officers shall not be responsible for any loss or damage whether direct, Indirect or consequential to any property suffered or sustained at the facility or within the grounds of the jubilee centre unless such loss or damage occurs as a result of the defective state of repair of the premises or the equipment at the centre.

Commercial hirers must arrange their own insurance and certificates produced to the manager or trustees to ensure the minimum requirements of £5,000,000 public liability indemnity for every claim is held. A copy will be taken and put with booking forms and hire agreement.

15) Maximum capacity

Under no circumstance must the number of persons attending any function exceed these numbers, with the proviso that the maximum number of persons who may be admitted to

the jubilee centre building at any one time shall not exceed 150. The maximum compacity figures are set out bellow. These figures are laid out by our insurance company. If a hirer is found to breach these figures it will result in termination of the hire.

You must abide by these figures

Youth hall	Standing and partial seating	Maximum persons allowed = 60
Youth hall	Seating only	Maximum persons allowed = 50
Youth cafe		Maximum persons allowed = 20
One to one suite		Maximum persons allowed = 6
Main hall and café combo	Standing and partial seating	Maximum persons allowed = 100
Main hall	Seating only	Maximum persons allowed = 80
Café / bar		Maximum persons allowed = 20
Stage		Maximum persons allowed = 20
Entire building standing and partial seating		Maximum persons allowed = 150

16) <u>Stewards</u>

- Two named stewards (one of whom is the hirer) must be appointed to uphold the obligation of the hirer to observe the standard conditions, whose name and contact details must be provided at the time of the booking. They must make themselves known on the day of the event.
- It is the responsibility of the stewards to ensure that number of persons attending the agreed hiring does not exceed the stated maximum numbers laid down below. The hirer must keep a note of the number of persons admitted. During the agreed hiring, the stewards will also be responsible for the following:
- The effective supervision of the jubilee centre building and specifically the elected rooms and areas of access, including the toilet facilities.
- To ensure that only authorised and invited persons attend the agreed hiring.
- The effective control and supervision of children attending the agreed hiring.
- The preservation of good order and decency in the jubilee centre building.
- To be aware of the fire safety procedures and the situation of fire exits, assembly locations, alarms and extinguishers (clearly indicated throughout the building)

- To assure that all fire exits, corridors and access areas are kept clear and unobstructed, to allow safe evacuation of the building.
- To assume responsibility for making sure all attendees of the hiring are safely evacuated from the building and accounted for in the case of an emergency.
- To assume responsibility for calling emergency services on 999 and informing the manager or trustees, using the contact number provided and displayed within the building.
- It is the responsibility of the hirer and steward to clear all rooms used, including access areas on the day of booking and remove all personal possessions, including anything brought into the building by guest or outside services.

17) <u>Decoration and alterations</u>

Decorations are permitted as long as they do not mark the walls. No nails, tacks or screws to be used or anything that may mark the walls, ceiling or floor.

The hirer shall not carry out any alterations to the building or fixings. To the structure or walls inside or outside of the building any apparatus, equipment, notice or decoration without asking in writing and having written permission from the trustees will be breaching this clause and shall be removed and the building reinstated to its former state. Anything permitted by this clause shall be removed and the building reinstated to its former state at the end of the hire period.

No signs or notices shall be exhibited outside the building or in the carpark or grounds or which can be seen from outside the building without prior written consent of the trustees.

18) <u>Electrical equipment</u>

The trustees undertakes that the jubilee centre building is certified for the purposes of health and fire safety risks and the relevant tests as may be required by law have been successfully completed.

Under no circumstances must existing heating, power, electrical fittings or appliances within the jubilee centre be moved or interfered with.

Under no circumstances must additional heating, lighting, electrical fittings or appliances be installed or used without the prior consent of the trustees.

Hirers will be shown the lighting it is then the hirers responsibility to have safe working knowledge of the lights.

Hirers and stewards must ensure that the noise level and music is kept to a reasonable level at all times.

All portable electrical equipment used by commercial organisations appointed by hirers must be portable appliance tested (PAT) the name of this company should be on the booking form under external providers.

19) Gambling

No sweepstake or lottery is to be permitted to take place on these premises. nor any betting may be conducted on the premises without the prior consent in writing of the trustees.

20) Broadcasting

No hirer shall grant sound or television broadcasting or filming rights without prior written consent of the trustees.

21) Smoking

Smoking is not permitted in any part of the jubilee centre building, including the entrance or entrance foyer, toilet facilities, any corridors leading to rooms or in the entrance of any external doors.

Hirers must ensure that smokers attending any function abide by these conditions, that they consider other users, standing a suitable distance from the building when smoking and that their cigarettes stubs are disposed of in the ash trays provided.

22) Fair trading laws

The hirer shall, if selling goods at the jubilee centre, comply with fair trading laws and local code of practice issued in connection with such sales. In particular, the hirer shall ensure that the selling prices of all goods and services are prominently displayed. This requirement shall not apply to jumble sales, boot fairs and fates.

23) Advertising

No advertising of an event may be produced or distributed unless the trustees have approved it. Fly posting is illegal, and we reserve the right to cancel any event if we believe fly posting has been used for advertising.

24) Car parking

Hirers shall ensure that persons using the jubilee centre car park only park in the spaces provided (not on the grass) or elsewhere near to the premises as long as this does not cause obstruction to roads and access ways or the use of private parking spaces allocated to other businesses or organisations in the surrounding area. Cars must not be allowed to obstruct entrances or exits of the centre. The car park must be left clean, tidy and secure by midnight.

25) Liquor

If hirer wishes to have alcoholic beverages in the jubilee centre this needs to be provided via one of our recommended bars who hold a Personal licence these are paid for bars. The personal licence holder holds the right to refuse to serve anyone under the age of 18. The licence holder also holds the right to refuse to serve anyone they feel has had to much alcohol.

Any alcohol not purchased from our recommended bar will result in the person bringing the alcohol on site being asked to put the alcohol in the office until they leave if they are not prepared to then they will be asked to leave.

26) Temporary/emergency closure

If there is an emergency, accident or breakdown, either before or during the hire, which needs temporary closure or interruption of an event, the hirer cannot hold the jubilee centre responsible in any way.

The trustees reserve the right to cancel a hire agreement at any time if the facilities are required for purposes of national of local importance (such as an election, or emergencies such as shelter) not anticipated at the time of the booking for the hire. Where possible, seven days' notice of any such cancellation will be given, and any fee will be returned to the hirer.

27) Complaints

Any complaints about your booking or hire experience must be done within 48 hours of the booking in writing to the trustees via letter or email.

Disclaimer

The trustees of the jubilee centre accept no responsibility for any items left in the building unattended. However lost property is kept for 1 month and can be collected from our office.

The hire agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation to the hirer. In signing the hire agreement, the hirer is accepting responsibility for use of the premises during the period of occupation.

Hirer signature

I have read and agree to abide by these terms and condition

signature…… Date……

Steward signature

I have read and agree to abide by these terms and conditions

Signature…… Date……