

# **Whitehill & Bordon Community Association**

## **The Forest Community Centre Hiring Agreement (April 2003)**

1. Throughout this document wherever the management's consent or permission is required such consent or permission must be in writing.
2. The Hirer, whose signature appears on the booking form, must be 18 years of age or over and must be in attendance at the premises throughout the period of hire.
3. The Hirer will pay one half of the full booking charge within 14 days of the booking being accepted and the balance must be paid, in full, 7 working days prior to the hire date.
4. The Hirer may cancel a booking at any time by giving written notice of one month or more to the Centre. Two thirds of the full fee will be refundable on receipt of the notice to cancel, otherwise no refund will be made.
5. The Hirer must include in the period of hire sufficient time to clear away and clean up the area hired to a satisfactory standard. During this period the bar will be closed and no music may be played. Failure to comply with this condition will result in the Hirer being charged for any extra cleaning costs incurred. If the cleaning facility has been booked the Hirer will note that this only includes cleaning of the main function room. It does not include clearing food, etc. from tables. It does not include cleaning/clearing of the kitchens which must be left clean and tidy.
6. For private functions the Hirer will pay a damage deposit, at the management's discretion, of £100 in cash, seven clear working days before the hire date. The deposit will be returnable in full, subject to any deduction for damage caused to the centre, on the first full working day following the hire date.
7. If so required by the Centre,
  12. The Hirer will ensure that the maximum number of people permitted on the premises for a function is not exceeded.
  13. The Hirer will provide the Centre with a list of guests who will be attending the function before the hire date, to comply with Health and Safety regulations.
  14. The Hirer will nominate four stewards from the guest list. The stewards must be identified to Centre staff and will be the hirers point of contact in case of any query during the period of hire. The stewards should also familiarise themselves with the Health and Safety procedures, particularly the evacuation procedure.
  15. The Hirer will take the necessary precautions agreed with the Centre to safeguard the Centre's property.
  16. No drugs or other illegal substance may be brought onto the premises by either you or your guests.
  17. No alcohol may be brought onto the premises by either you or your guests. All drinks must be purchased through the bar, unless by prior and written arrangement by the Centre management
  18. It is strictly forbidden for persons under the age of 18 to consume alcohol on the premises. It is the Hirer's responsibility to ensure that this condition is adhered to.
  19. The Hirer will at all times permit access to hired area by Centre staff as well as to the Police and Emergency Services.
  20. The Hirer shall not bring onto the premises items for use, installation or display during the period of hire without the management's consent.
  21. Fixtures, fittings, decorations, flags, emblems, etc. will not be used for decorative or other purposes on the premises without the management's consent.
  22. Where the Hirer intends to provide entertainment a
  28. The Hirer shall be responsible for obtaining any licences necessary which are not already held by the Centre. Proof of such licences must be furnished to the Centre and all conditions attached to any licence must be duly observed.
  29. The Hirer shall indemnify the Centre against any infringement of copyright which may occur during the performance. All Performing Rights must be adhered to.
  30. The Centre will not be responsible for any loss or damage of property, injury to persons or any other claim sustained during the period of hire except insofar that such a claim may directly result from any act or default of any Centre personnel acting in their duty as an employee.
  31. The Hirer will not store any items of any type on the premises without the prior consent of the management.
  32. The Centre will not be responsible for any loss or damage of property, injury to persons or any other claim sustained as a result of the hirer storing equipment in the Centre. The Hirer should take adequate insurance to cover any such risk.
  33. The Centre will not be responsible for any loss to the hirer due to the breakdown of machinery, failure of utilities supply, leakage or fire except insofar that such loss may directly result from any act or default of any Centre personnel acting in their duty as an employee.
  34. The Hirer shall, if selling goods on the premises, comply with the Fair Trading laws and any local trading codes of practice.
  35. The Hirer shall not incorporate the Centre's logo in any publicity and/or promotional material without the prior consent of the management. Where consent is given any such publicity and/or promotional material must clearly identify the organisation responsible for

- the Hirer shall affect adequate insurance cover against any liability to the Centre or any other person which may arise out of the hire of the premises, and evidence must be produced in confirmation.
8. The Hirer will fully compensate the Centre for any damage the premises and/or any damage to or loss of Centre property, however occasioned during the period of hire.
  9. No tickets will be sold at or in the vicinity of the door of the Centre without the management's prior written consent.
  10. The management reserve the right to cancel a booking at any time in which case the Hirer will receive a full refund of all hire charges. However, the Centre will not be responsible for any loss or expense whatsoever sustained by the Hirer as a result of such cancellation.
  11. The Hirer will not re-hire any part of the Centre, or use it for any purpose other than that for which it was declared to be hired.
- programme of such entertainment must be submitted to the management for approval. No entertainment may be provided except that which has been approved.
23. The Hirer will ensure that any Centre staff responsible for the premises is permitted to control sound volume from whatever source.
  24. No collections, lotteries or gambling of any kind will be conducted on the premises without the management's consent.
  25. The Hirer shall provide the Centre with any catering arrangements and shall be responsible for any extra costs thereby incurred.
  26. The Hirer will not grant sound, television broadcasting, or filming rights without the management's consent.
  27. No copyright dramatic or musical shall be performed unless licenced by the owner of the copyright.
- the event and must in no way imply that the Centre has any direct responsibility.
36. The seating accommodation is limited to the chairs that are available on the day of hire. The Hirer may make further provision, at their own expense, up to the maximum permitted number, subject to the management's consent.
  37. The Hirer will make arrangements with the Centre in respect of any other matter which is not provided for in this Hiring Agreement at least 14 days before the hire date.
  38. If the Hirer refuses or neglects to comply with any of the conditions or any instructions conveyed to them on behalf of the Centre the Hirer and person attending the event, whether guest or servant may be excluded until they comply. Any such exclusion will not relieve the Hirer of their obligations under this agreement.