



DATED

PARTIES TO AGREEMENT

- (1) The New Green Community Centre as named in clause 2.2 acting by its management committee (“Community Centre”).
- (2) The person or organisation named in clause 2.3 (“Hirer”).

AGREED as follows:

- 1. Throughout this Agreement:
 - the Community Centre named in clause 2.2 is referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include the Community Centre charity trustees, employees, volunteers, agents and invitees
 - the person or organisation named in clause 2.3 is referred to as “you”; and “your” is to be construed accordingly; “you” also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the office administrator or, if the administrator is not available, any of our trustees
- 2. In consideration of the hire fee described in clause 2.4, the Community Centre agrees to permit the Hirer to use the premises described in clause 2.4 for the purpose described in clause 2.5 for the period(s) described in clause 2.1. The details inserted in sub-clauses 2.1 to 2.5 below and the answers to the questions in sub-clauses 2.7 to 2.10 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.

2.1 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"/>

2.2 Community Centre:

(a)	Registered Charity No	299410
(b)	Authorised Representative	
	Address	New Green Avenue, Thurston, Bury Saint Edmunds IP31 3TG
	Telephone Number	01359 232439

2.3 Hirer:

(a)	Name	<input style="width: 100%; height: 20px;" type="text"/>
(b)	Organisation	<input style="width: 100%; height: 20px;" type="text"/>
	Address	<input style="width: 100%; height: 20px;" type="text"/>
	Telephone Numbers & email	<input style="width: 100%; height: 20px;" type="text"/>
(c)	Name of Organisation's Authorised Representative	<input style="width: 100%; height: 20px;" type="text"/>

2.4 Hiring Fee and Premises to be hired

	Premises to be hired (please tick)	£
Hall		
Meeting Room		
Bar Lounge		
Sun Lounge		
Oak Room		
Other:		
Cleaning Charge		
Contribution to the Performing Right Society		
Bar booked		
Total Hire Fee		

The Hirer shall pay the hire 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).

Deposit £

This deposit shall be paid at the time of booking and 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 Community Centre about noise or other disturbance during the period of the hiring as a result of the hiring.

Is this a commercial hire? Yes/No

Community Centres are usually held on strict trusts with the Charity Commission for the purposes of a Community Centre. The management committee is bound to ensure that the Community Centre is administered in accordance with those trusts. Accordingly the Community Centre 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 hall being required on the same date/time for the fulfilment of its charitable purposes. E.g Government requirements

In the event of such termination by the Community Centre, the Community Centre shall refund to the Hirer all monies paid by the Hirer to the Community Centre. The Community Centre 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".

2.5 Purpose/description of hiring:

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

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

2.8 Is alcohol to be provided at the event? Yes/No

2.9 Will there be exhibition of a film? Yes/No

2.10 Will live music be performed or recorded music played Yes/No

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

	Seated at tables	Tables and Dancing	Dancing or Closely Seated Audience
Main hall	140	140	200
Main hall and meeting room	170	170	250
Bar Lounge	30	30	50
Meeting room	30	30	50
Sun lounge	35	35	50

4. The hall has a licence with the Performing Right Society for the performance of copyright music and a Phonographic Performance Licence (PPL) which allows the public use of sound recordings. Please note that these licences extend to sound, rather than video recordings. You will be responsible for obtaining the relevant licences if you wish to show videos or photographs.

You should also note that our licences do not apply to: -

- musical events for which the price of admission (whether by ticket, programme or otherwise) is £20 or more;
- any third party hire to commercial organisations and individuals earning an income from providing the activity such as aerobics classes, practice and social dance classes/sessions or any event where the profit does not go entirely to the New Green Community Trust.

If you are a commercial hire you will obtain the appropriate licences.

5. We have a Premises Licence authorising entertainment and the sale of alcohol. You hereby acknowledge receipt of a copy of the conditions of the Premises Licence and/or Operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agree to apply with all obligations therein.

It is a condition of the Premises Licence that all doors and windows are closed after 6.30pm each evening. In hiring the premises you are confirming that you will ensure that this condition is complied with.

The Centre to is licensed to be open Monday to Saturday from 08.00 to 24.00, Sunday from 08.00 to 22.30. To comply with the rules of the license, hirers must vacate the premises by 24.00 or 22.30 accordingly.

6. You agree with the us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.
7. We and you hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions imposed under the Premises Licence or that we deem necessary form part of the terms of this Agreement unless we and you agree in writing.
8. 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.

Signed by the person named at 2.2(b) above, duly authorised, on behalf of the Community Centre's Management Committee

Signed by the person named at 2.3 (a) above or at 2.3 (c) above, duly authorised, on behalf of the organisation named at 2.3 (b) above, where applicable



Standard conditions of hire

If the Hirer is in any doubt as to the meaning of any of the conditions, the centre's administrator, or a trustee should immediately be consulted.

1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for overseeing 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:

- i. supervision of the premises, the fabric and the contents;
- ii. their care, safety from damage however slight or change of any sort; and
- iii. 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.

As directed by the centre's administrator, 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 if any) 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

(a) The Hirer shall be liable for:

- (a) 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
- (b) the cost of repair of any damage (including accidental and malicious damage) done to our Wi-Fi service (if any)
- (c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our Wi-Fi service (if any), and
- (d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our Wi-Fi service (if any), and

subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Community Centre management committee and the Community Centre's employees, volunteers, agents and invitees against such liabilities.

- (b) The Community Centre 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 Community Centre shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified

each member of the Community Centre management committee and the Community Centre'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.
- (c) Where the Community Centre 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 Community Centre secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another Hirer.

The Community Centre 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 the Community Centre holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

7. Music

A hirer must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015.

This Agreement confers that permission.

8. 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.

This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

9. Safeguarding children, young people and vulnerable adults - Childcare Act 2006

The hirer must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, the hirer must provide us with a copy of the Safeguarding Policy and evidence that the hirer has carried out relevant checks through the Disclosure and Barring Service (DBS).

10. 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 hall'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 hall'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 centre's administrator or a trustee.

- (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 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.
- (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).

11. 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.

12. Drunk and disorderly behaviour and supply of illegal drugs

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

13. 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 and thermometer.

14. 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.

15. Stored equipment

The Community Centre 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 Community Centre 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 Community Centre 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.

16. 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.

17. Accidents and dangerous occurrences

Any failure of equipment belonging to the Community Centre 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 Community Centre management committee **as soon as** possible and complete the relevant section in the Community Centre's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Community Centre Secretary will give assistance in completing this form

and can provide contact details. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

18. 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.

19. 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.

20. 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 Community Centre. No animals whatsoever are to enter the kitchen at any time.

21. 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 Community Centre'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.

22. 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.

23. Wi-Fi Services

When using the Wi-Fi service the hirer agrees at all times to be bound by the following provisions:

- (a) not to use the Wi-Fi service for any for the following purposes:
 - (a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - (b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - (c) interfering with any other persons use or enjoyment of the Wi-Fi service; or
 - (d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
- (b) to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

24. Termination of the Wi-Fi service

We have the right to suspend or terminate our Wi-Fi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- i. if a hirer uses equipment which is defective or illegal;
- ii. if a hirer causes any technical or other problems to our Wi-Fi service;
- iii. if, in our opinion, a hirer is involved in fraudulent or unauthorised use of our Wi-Fi service;
- iv. if a hirer resells access to our Wi-Fi service; or
- v. if a hirer uses our Wi-Fi service in contravention of the terms of these Standard Conditions.

25. Availability of Wi-Fi Services

Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times.

It a hirer's responsibility to ensure that any Wi-Fi enabled device used by them is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory,

storage and any other limitations in your device. Our Wi-Fi service is only available to your device when it is within the operating range of the main hall.

We are not responsible for data, messages, or pages that a hirer may lose or that become misdirected because of the interruptions or performance issues with our Wi-Fi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

26. Privacy and Data Protection

- (a) We may collect and store personal data through a hirer's use of our Wi-Fi service.
- (b) We may process all information about a hirer which is provided in relation to our Wi-Fi service in accordance with a hirer's legal rights under the Data Protection 1998 and solely for the purposes of offering the Wi-Fi service.
- (c) By using our Wi-Fi service, the hirer agrees to the terms of this clause 26. If you would like more information or object to anything in these conditions, you should speak to one of the trustees.

27. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Community Centre is unable to conclude a replacement booking, the hirer will be liable to pay the hire fee.

The Community Centre 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 Community Centre 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.
- (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 Community Centre shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

28. 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 Community Centre shall be at liberty to make an additional charge.

All kitchen surfaces including the floor, the microwave and ovens must be cleaned in readiness for the next hirer. The hirer must lock and secure the premises unless directed otherwise. The Centre will be at liberty to make an additional charge if these conditions are not met.

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

30. No rights

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

31. Car Parking

The Hirer will ensure that the regulations for parking are observed. In particular, the area in front of the main entrance is set aside for the use of disabled drivers and deliveries. Areas marked 'Keep Clear' must be observed for easy access for the emergency services. The hirer is responsible for locking the car park/s when last out of the premises.