

Please read carefully this agreement and the schedule of standard and conditions of hire prior to signing it. This comprises a legal document and include rights and responsibilities- yours and those of Loose Parish Council. If you are in any doubt as to the meaning or content you are advised to contact the Clerk to the Loose Parish Council or your own Solicitor for clarification.

HIRING AGREEMENT

**This agreement covers the Pavilion, Changing Rooms and Playing Field.
Also known as the Parish Pavilion, King George V Playing Field,
Walnut Tree Lane, Loose. ME15 9RQ**

This agreement is made between The Loose Parish Council (the LPC) and the hirer names below, whereby in consideration of the sum mentioned at 2 below:-

A. The Council agrees to permit the hirer to use the premises as described (part 3), for the purpose and periods all further described below:-

1. Full Name of proposed hirer/ Name of Organisation:.....

Address.....

.....Post Code.....

Tel Number..... E-mail address.....

Registered Charity Number if appropriate.....

2. Hiring Fee£.....

Deposit £.....

Total Sum £.....

3. Part of premises to be hired.....

(Exact parts of the premises to be outlined. E.g. Hall, Kitchen, changing rooms, field...etc)

4. Purpose of hiring.....

(N.b capacity of the hall inside the Pavilion - see Appx B attached to Standards & Conditions of Hire)

5. Is the intended event private or public?.....

(A licence may be required for public events. Any queries please contact the Clerk).

6. Will alcohol be sold on the premises? If so the Clerk to be informed. yes/no

7. Period of hiring:-

Date..... Day.....

Time from..... To..... (Please include time for setting out and clearing up).

N.b The Caretaker will arrange to unlock before the scheduled event and will lock after the event, unless the hirer has already been given keys or other instructions.

B. The Hirer agrees with the LPC to be present continuously during the period of hiring and to comply with the provisions and stipulations contained or referred to in the Council's "Schedule of Standard Conditions of Hire (SCH)" (see below, or see SCH for Open Spaces) for the time being in force.

By signing this agreement acknowledges that the hirer understand the Schedule of Standard Conditions of Hire which forms part of this agreement. (See below).

N.B. If hire is for an event to be held on the KGVPF then Open Spaces Standards and Conditions of Hire will apply (available from the website).

I declare that the information given by me in this hiring agreement is correct to the best of my knowledge and I acknowledge that any misstatement or misrepresentation will invalidate the Hiring Agreement. I certify that I am 18 years of age or over.

Signed (By Hirer)..... Dated.....

Signed by the Clerk to the LPC..... Dated.....

Please send completed hiring agreement and payment to:-

Jan Capon, Clerk to the Loose Parish Council,

29, Caernarvon Drive,

Maidstone,

Kent.

ME15 6FJ

Tel 01622 692712

E-mail:- office@loose-pc.gov.uk

- **N.B. Payments can be made by cheque payable to Loose Parish Council, or direct to Unity Trust Bank - account name: Loose Parish Council, sort code: 60-83-01 account number: 20360513 for the cost of the hire. The deposit can be paid with a separate cheque, or alternatively can be paid direct into the LPC bank account, and will be returned after the cessation of hire. (see section 7 ii) in the conditions of hire).Bank details to be emailed to the Clerk if deposits are to be returned direct into hirers bank account. (These details will be held securely).**

THE BOOKING IS NOT CONFIRMED UNTIL THE CLEARED PAYMENT HAS BEEN RECEIVED BY THE CLERK.

A RECEIPT IS NOT SENT AS CONFIRMATION OF PAYMENT.

PLEASE TAKE A PHONE WITH YOU, AS THERE IS NOT ONE ON THE PREMISES.

Other contact numbers:-

Liz McLaren Deputy Clerk tel 07419986668

Anne Rigby Assistant Clerk tel: 07419 986538

John Hawker Caretaker tel: 07842 207597

LOOSE PARISH PAVILION & PLAYING FIELD

SCHEDULE OF STANDARD CONDITIONS OF HIRE FOR ALL HIRERS

If the proposed hirer is in any doubt whatsoever as the meaning of any of the following conditions, the Clerk/Assistant Clerk to the LPC should immediately be consulted. Hire of the premises shall be deemed acceptance of each and every condition contained herein.

N.b. "The Hirer" is the person signing the form either as an individual or Organisation. LPC is the Loose Parish Council.

1. NO PERSON UNDER THE AGE OF 18 YEARS MAY HIRE THE PREMISES.

2. IT IS AGAINST THE LAW FOR PERSONS TO SMOKE ON THE PREMISES

3. USE OF THE PREMISES & SUPERVISION

i) **The hirer** shall, during the period of hiring, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage however slight or change of any sort. The hirer is also responsible for 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.

ii) **The hirer** shall not use the premises for any purpose other than that described in the Hiring Agreement. The hirer shall not sub-hire or use the premises or allow the premises to be used for any unlawful 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.

iii) **The hirer** shall comply with all conditions and regulations made in respect of the premises. **It is a planning condition that use of the premises shall cease; the building shall be closed and vacated by all users not later than 10.30pm on each day.**

iv) **The hirer** shall ensure that any **amplified music is not played after 10pm**, and is not played loudly. (Should not exceed 65 decibels av. at any time).

v) **The hirer** shall ensure that the minimum of noise is made on arrival and departure by all persons using the premises whatever their capacity.

vi) **The hirer** shall ensure that no dogs except guide dogs are brought onto the premises.

vii) **The hirer** shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured (unless otherwise directed by a member of the Loose Parish Council). **Under no circumstances should the hall be left unlocked if unattended.** Any of the premises' contents temporarily removed from their usual positions either during or in advance of the hiring shall be properly replaced. Loose Parish Council shall be at liberty to make an additional charge in the event of failure to comply with this condition. The cost of replacing any lost, damaged or broken keys/locks may be recharged to the hirer.

viii) **The hirer** shall ensure that all rubbish (however described) created as a result of the hiring shall be removed from the premises (including grounds) by the hirer immediately at the conclusion of the hiring. Failure to comply with this condition will result in the immediate forfeiture of the special deposit paid. Rubbish as described **MUST NOT** be deposited in the public bins immediately outside the Pavilion.

ix) **The hirer** to ensure that **ALL** lights to be turned off before departure.

4. LICENSED ACTIVITIES

*Amended and agreed P&P committee 8th Sept 14
Further amended by the Clerk 1st Apr 15
Further amended by the Clerk 10th March 16 & 17th June 2016*

i) **The hirer** shall be responsible to let the LPC know if a paid bar is required for any event. The LPC does hold an up-to-date Licence to sell alcohol on the premises with the sole authorisation of the premises supervisor. **Under no circumstance must alcohol be sold without the prior authorisation of the LPC.**

ii) **The hirer** shall be responsible for obtaining such licenses/notices as may be needed whether for performing arts such as public stage plays and dance, Phonographic performances, or otherwise and for observance of the same (Licensing Act 2003 requires a Temporary Events Notice to be issued). A copy of any such licence/notice must be deposited with the Clerk to the Loose Parish Council prior to the commencement of the hiring.

iii) **The hirer** shall ensure that nothing is done on or in relation to the premises in contravention of the laws relating to gaming, betting and lotteries.

5. PUBLIC EVENTS NOTICE- (N.B. At least 8 weeks notice before the event should be given).

Any applications in connection with an open **Public Event**, will need to be advised to the Maidstone Borough Council Community Partnerships Department, with a view to providing them with a full 'Events Plan'. A copy of this plan is to be given to the Loose Parish Council before the hire is confirmed. If it is deemed that a plan is not required then the Clerk/Deputy/Asst Clerk will inform the hirer.

Reference is also made to Standard & Conditions of Hire for Open Spaces (see separate document).

6. PUBLIC SAFETY COMPLIANCE

i) **The hirer** shall comply with all conditions and regulations made in respect of the premises by the **FIRE AUTHORITY**, and in the unlikely event of a fire will adhere to **appendix A** attached to this agreement. **The hirer shall make themselves and their members/visitors aware of evacuation procedures.** A plan of the pavilion and emergency exits, alarms, & fire fighting equipment are displayed on site. The LPC will do periodic spot checks of hirer's procedures as felt appropriate. (By signing this agreement, the hirer confirms that this condition has been understood and implemented):-

- **The hirer** shall also ensure that the shutters over the fire doors are in the raised position at **ALL** times the hall is in use.
- **The hirer** is responsible to make sure that all fire exits are kept clear during their hiring period, and anything of concern is raised with the Caretaker or Clerk/ Assistant Clerk.
- **The hirer** shall undertake a headcount/or register names of all persons in attendance during any hiring period.
- **The hirer** is also responsible to evacuate the building and make sure that all people present are accounted for (assembly point is adjacent to the play area in the car park). Check **ALL** toilets.
- **The hirer** shall personally contact the fire brigade at any outbreak of fire by dialling **999**.
- **The hirer** shall make sure that the number of people allowed in the building does not exceed recommendations made by the LPC (**see appendix B**). Risk assessments for evacuation of disabled persons should be considered at any event.

ii) **The hirer** shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

iii) **The hirer** shall ensure that any electrical appliance brought on to the premises by any person/s and used there during the period of hire shall be safe, in good working order and used in a safe manner.

iv) In the event of an alarm going off in the disabled toilet, a high pitched tone will sound, and a light will appear over the door, and this will indicate that assistance is required by the occupant. Keys to open the door from the outside are hanging in the 'key cupboard' (located behind the kitchen door). To turn off the alarm, press the 'reset button' located on a white box on the wall in the entrance hall

7. INSURANCE & INDEMNITY

i) **The hirer** shall indemnify the Loose Parish Council for the cost of repair of any damage done to any property including the curtilage thereof, the contents of or the fixtures/fittings within the building which may occur during the period of the hiring.

ii) **The hirer** shall pay such special deposit as may be required to the Loose Parish Council. This special deposit will be repaid to the hirer within 28 days of the conclusion of the period of hire to which it relates, less the cost of rectifying any damage caused to – or cleaning of – the premises and/or contents thereof, during the period of hiring and/or as a result of the hiring. Repayment of such deposit may not be made in the case of regular hirings until the ultimate cessation of hire.

8. COMPLIANCE WITH THE CHILDREN ACT 1989

i) **The hirer** shall ensure that any activities for children under eight years of age comply with the provision of the children Act, 1989 and that only fit and proper persons have access to such children.

ii) **If the hirer/ hiring organisation** holds events for young people/ children or vulnerable adults then appropriate criminal record check is relevant for adult organisers. (This does not apply for private parties).

9. CANCELLATIONS

i) **If The hirer** wishes to cancel a hiring prior to the date of the event and the Loose Parish Council is unable to arrange a replacement booking, the matter of repayment of the hire charge and any deposit shall be at the absolute discretion of the Loose Parish Council.

ii) **LPC** reserves the right to refuse a booking without notice or reason, or to cancel the Hiring Agreement at any time either before or during the term of the Hiring Agreement upon giving 7 days notice in writing to the Hirer at the Hirer's address as shown on the Hiring Agreement. Upon such notice, the Hirer shall be entitled to reimbursement of such monies as may have been paid by the Hirer to the Loose Parish Council and the Loose Parish Council shall not be liable to make any further payment to the Hirer whatsoever. **This condition is subject to the provisions of items below:-**

- In the event of the premises or any part thereof being rendered unfit for the use for which a Hiring Agreement has been made, Loose Parish Council shall not be liable to the hirer for any resulting loss or damage whatsoever.
- In the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, Loose Parish Council reserves the right to cancel a booking. The Hirer shall be entitled to a full refund of any deposit and hiring fee paid. Loose Parish Council undertakes to give advanced notice in writing (wherever possible) if there is such an occurrence to the hiring agreement. Loose Parish Council shall not be liable to make any further payment to the hirer whatsoever.

iii) If **the hirer** wishes to cancel an event due to bad weather, the hire fee is still applicable. However the LPC may waive this condition at its discretion.

iv) **REGULAR HIRERS** are required to give at least four weeks notice if there is a change in usual hiring times or to terminate this hiring agreement. Note that during this notice period fees are payable. Clerk to be notified ASAP.

10. PAYMENT

i) **The hirer** to make all payment for all hirings in advance by cheque or paid direct into the LPC bank account payable to the Loose Parish Council. A hiring will not be treated as confirmed until payment in full as described has cleared through the banking system. Recommended that deposit payments, as agreed, to be paid with a separate cheque which will be returned upon the cessation of hire, or if paid direct will be returned to the hirer upon the cessation of hire.

ii) If an invoice is sent to any **regular hirers** then payment should be made within **fourteen days** of receipt of invoice.

iii) In the case of new **regular hirers**, four weeks hiring fees will be required to be paid in advance, and future payments to be made upon receipt of the monthly invoice which will be sent out at the beginning of each calendar month.

ADDITIONAL CONDITIONS

Communal Storage

i.) **Hirers** using the communal storage, with the **prior agreement of the Loose Parish Council**, either in the pavilion or garage, should ensure that items are replaced in a tidy, orderly manner in the space allocated to them, so as not to affect the health, safety and access of other hirers.

ii). Items in the storage areas (including toys) are the property of various groups and should **NOT** be used by **ANY** other hirers **without permission**.

The following conditions also apply for hirers using the:-

1. Changing Rooms

i) **The hirer** shall make sure that consideration will be given to any other hirer who may be using the main hall & kitchen areas at the same time that the changing facilities are used, and will not enter these areas at any time unless in the event of an emergency. The Clerk will advise hirers if both facilities are being used at the same time, so that all parties are aware.

ii) **The hirer** shall ensure that under no circumstances whatsoever will any studded footwear be worn inside the premises by any person during the period of hire covered by the hiring agreement. (Boots to be left outside pavilion or to be placed into a plastic bag).

iii) **The hirer** is to ensure that boots are not cleaned in the showers of either changing rooms, as this clogs up the drainage system.

iv) **The hirer** is to ensure that the entrance hall, kitchen area, if used, toilets & pathway to be left as found, clear of any mud rubbish etc, and the mats in the entrance hall to be left as found. Grass verges and shrubbery are to be left as found, clear of any rubbish etc. Chairs are not to be left in the main toilets or kitchen areas.

v) **The hirer** is responsible for all cleaning of both changing rooms, and the rooms are to be left as found as the Caretaker employed by the LPC is not responsible for the cleaning of the changing rooms, and that includes the changing room toilets. All cleaning mops/brooms etc, supplied by the LPC to be stored in the changing rooms, and must be left clean ready for the next teams use. Any items used by the football teams such as flagpoles to be stored in the outside storage area, and goal posts to be hung on the brackets provided.

vi) **The hirer** is responsible to make sure that only bins in the changing room areas are to be used for rubbish, and ALL rubbish **MUST** be taken away.

vii) **The hirer** is to let the Clerk/Deputy/Assistant Clerk know if the Pavilion needs to be entered by football clubs prior to the arranged time this **MUST** be agreed beforehand.

viii) **The hirer** is to ensure that item 6.i) above, regarding the fire door shutters is always adhered to whilst the building is occupied.

2. All Field areas, including Football Pitches

i) **The hirer** shall ensure that the field and pathway up to the doors of the Pavilion are clear of any rubbish, tape etc and that any mud is swept from the door to eliminate mud being trodden through the entrance hall.

ii) **The hirer** to ensure that the preparation of whitening etc for the football pitches is done outside or in the outside storage room, any mess to be considerably cleaned.

iii) **The hirer** to ensure that no amplified music is to be played on the field without prior agreement with the Clerk/ Assistant Clerk

iv) **The hirer** shall ensure that if the Parish Pavilion is needed to be used for any other reason, then this is to be cleared with the Clerk, Deputy/Assistant Clerk or Caretaker.

N.B.THE CLERK /DEPUTY /ASSISTANT CLERK WILL BE HAPPY TO CLARIFY ANY POINTS.

APPENDIX A
IN THE EVENT OF A FIRE!!!

- 1. SHOUT FIRE!!!- (The smoke detectors will sound)**
- 2. GET EVERYONE OUT AND WELL AWAY FROM THE BUILDING & CHECK TOILETS.**
- 3. CONGREGATE ADJACENT TO SMALL CHILDS PLAY AREA**
- 4. RING THE FIRE SERVICE DIAL 999**
- 5. ADDRESS IS;
PARISH PAVILION, KING GEORGE V PLAYING FIELD, WALNUT TREE LANE, LOOSE, ME15 9RQ.**
- 6. RING THE PARISH COUNCIL- 01622 692712 OR 07419986668 OR 07842207597 OR 07419986538.**
- 7. DO NOT RE ENTER THE BUILDING UNDER ANY CIRCUMSTANCES.**
- 8. ONLY USE FIRE APPLIANCES IF IT IS FELT IT WOULD BE SAFE TO DO SO- FOLLOW INSTRUCTIONS.**
- 9. NOTE THERE IS NO PHONE ON THE PREMISES.**

APPENDIX B- Safe Occupancy

Exercise carried out by Jan Capon- Clerk and Malcolm Summers - Chairman to the LPC Parish Pavilion Committee. On the 30th September 2014. The findings as stated have been worked out based on guidance supplied from a document provided by 'Action in Communities for Rural Kent' from Dorset Halls Network.

The exercise was to lay out the main hall in the Parish Pavilion to calculate safe room capacity. The chairs and tables were laid out looking at some permutations. (Did not take into account child's chairs or tables).

Size of hall is 94.4 sq m

Number of available adult chairs are 81 (mix of plastic/blue and pink upholstered).

Number of available adult height tables are 12.

Number of child's chairs are 20-Number of child's tables are 3.

Fire evacuation at hall- Will allow for; narrow door into hallway 40 persons to evacuate per minute; double door into field 80 persons per minute. (The Pavilion, as a traditional brick walled building, built with non combustible materials, considered to be built to modern day regulations), three mins in total is allowed to evacuate in the event of a fire.

Standing or sitting in gangways or in front of fire exits should not be permitted.

Occupancy -If the hall was laid out in an audience configuration the hall would allow 11 rows with 9 chairs in each row, allowing 305mm between the back of one seat and the front of the seat behind it, and allowing for gangways of 1.05M, =99 chairs. This would allow for fire exits to be clear, (i.e. 1.05 metres from the nearest chair to the fire exit). Space would also be available for four tables to be next to the wall down one side (like a buffet type arrangement). It would not allow for any further equipment such as screens and projectors. Being as we only have 81 chairs the arrangement could be 81 seated and 36 standing instead.

As a further guide only -If all of the adult tables were needed this would mean that you could have a max of 75 chairs. This would not allow for any other equipment such as projectors screens, or anyone standing, or tables to be set up in ad-hoc block formats.

For every chair it is suggested that you can allow two persons standing. For every table you can allow two chairs or four persons standing.

To accommodate other equipment or say to allow empty floor space for display purposes, or to allow for tables to be placed in ad-hoc block formats, the size of this area will need to be measured, and allowed for in the total overall calculations of the floor space. A separate risk assessment would need to be applied in order to allow safe fire evacuation.

Risk Assessments-

1. Any persons with mobility or impairment needs that are present inside the building, a separate risk assessment will need to be applied.
2. It is recommended that a risk assessment is applied at all open public events to satisfy the requirements.
3. For private hirers it is recommended that the responsible person for each individual unique occasion or separate event or function, will need to be clearly established and documented, and their duties made clear to them. In particular and where necessary the responsible person will need to take account of their own lack of familiarity with the layout of the premises, the fire safety provisions, and the duties of other responsible persons within the premises.
Fire safety responsibilities of those hiring the premises, and those of the owners of the property need to be established as part of the contract of hire.

This paper was put together by the Clerk, and does not form any legal stipulations, neither is it backed by any formal fire regulations. (*The 'Regulatory Reform Fire Safety Order 2005' guidance notes were consulted as part of this exercise*). It is a safety guide based on information obtained and in conjunction with the exercise undertaken.

Jan Capon, Clerk to the Loose Parish Council.

Tel 01622 692712