

Hire Agreement

The Lace Hill Sports and Community Centre is owned and operated by Buckingham Town Council. The facilities available for hire are:

- Sports Hall (maximum capacity 100 people)
- Committee Room (maximum capacity 40 people)
- 2 x Outdoor Grass Pitches

Other associated facilities that can be hired in addition include:

- Kitchen
- Changing Rooms and Showers
- Storage (Shared)

This agreement is made between:

Buckingham Town Council, Buckingham Centre, Verney Close, Buckingham MK18 1JP
("The Council")

And **The "Hirer"**:

Company Name

Purpose of Hire

Will the hire require a temporary events notice? Yes No

Contact Name

Address:

Contact Number(s)

Email Address:

The Hirer is permitted to use:

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Sports Hall | <input type="checkbox"/> Kitchen 1 | <input type="checkbox"/> Changing Room 1 | <input type="checkbox"/> Officials Room 1 |
| <input type="checkbox"/> Committee Room | <input type="checkbox"/> Kitchen 2 | <input type="checkbox"/> Changing Room 2 | <input type="checkbox"/> Officials Room 2 |
| <input type="checkbox"/> Grass Pitch 1 | <input type="checkbox"/> Storage (Committee Room) | <input type="checkbox"/> Changing Room 3 | <input type="checkbox"/> Storage (Outdoor) |
| <input type="checkbox"/> Grass Pitch 2 | <input type="checkbox"/> Storage (Main Hall) | <input type="checkbox"/> Changing Room 4 | <input type="checkbox"/> |

Duration of Hire:

Date From: Date to:

Day(s) and Time(s):

Fee & Deposit:

Fee:

Damage Deposit:

Does booking meet VAT exemption rules: Yes
 No

Do special conditions apply? Yes No
If yes, please see special conditions attached

Terms of Hire

1. All hires will be agreed by Buckingham Town Council ("The Council"). The Council reserves the right to refuse a booking if it is deemed inappropriate. Any disputes will be taken to the Buckingham Town Council Environment Committee.
2. The person signing this agreement shall be deemed the Hirer. The Hirer must be 18 years of age or older.
3. The Hirer will pay the damage deposit upon signing this agreement to secure the arrangement, by either cheque or bank transfer. The 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 or contents.
4. Hire Rates are subject to change by The Council. Rates are separated into three categories; Junior Rates – use of the facilities by a junior club, or an activity that caters for juniors (under 18's); Local Community Rates – use of the facilities by local community groups within the MK18 postcode area who are not for profit organisations; Adult Rates – non local community over 18 groups, or those using for commercial purposes.
5. The Hirer will pay the fee agreed in full. If the agreement is for a 'private hire' or a one off event, the fee will be paid in advance of the event. If the agreement is for a 'long term hire', the fee will be calculated for a period of at least ten hires, in line with local council and VAT rules. A payment schedule for the long term hire will be agreed on an individual basis. If the long term hire period is altered, this will result in the fee being altered due to compliance with these rules. Further information on these rules can be found at www.nalc.gov.uk. Hires for the sports pitches or courts that do not meet the long term hire period, will be charged at a rate that includes VAT.
6. All cheques should be made payable to Buckingham Town Council. Bank transfer payments should be made to Buckingham Town Council Account Number 00051660 Sort code 30-91-39.
7. Where necessary, additional hire conditions may be issued to The Hirer, depending on the use or specifics of the agreed hire. These special conditions shall form part of the hire agreement and shall be subject to these terms and conditions.
8. The contract and hire rate will be reviewed on at least an annual basis; but in respect of long term hires, at the end of each ten hire period.
9. In respect of outdoor pitch hire, where hire is agreed for a full season (generally running from September to May), in order to secure the use of the pitch for the following season a renewal agreement should be agreed and signed by the end of June. Any additional interest in utilising the outdoor pitch will be discussed with the current Hirer who shall have first refusal on renewal, provided no complaints or damages have occurred, and provided fees have been paid in accordance with the existing agreement.
10. The facilities are normally available between 7am and 11pm. Bookings required outside of this time will be considered on an individual basis dependent on the proposed use. The premises must be booked for the actual time that they are to be used, which must include preparation, clearing up and the actual function.
11. The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers / performers. The maximum permitted numbers are 100 people in the Sports Hall, 40 people in the Committee Room.

12. The Hirer will abide with, and will ensure that all users within their hire abide with, the code of conduct for the Sports Hall and the Changing Room areas at all times. Any actions or behaviour exhibited outside of the code of conduct may result in the Hire being cancelled.
13. The Hirer will be issued with an induction sheet providing information about fire safety, accident reporting, key holder policy, code of conducts, rules around signing in and out sheet/register etc. The Hirer must make themselves familiar with this information and ensure they operate within the policies, when on the premises.
14. Long Term Hirers will be issued with a key and alarm fob and shall be responsible for unlocking and securing the building. The Hirer must sign a Key Holder Policy which must be adhered to at all times, and on termination of a contract the Hirer shall return all keys and fobs immediately. If any items are lost or require replacement, the cost will be met by the Hirer.
15. At the end of the hire, the Hirer is responsible for leaving the premises and surrounding areas in a clean, tidy and functional condition, replacing any equipment or furniture in its original position, and securing the premises, unless directed otherwise.
16. The Hirer shall only use the permitted facilities, including the car park and surrounding areas, for the purposes agreed, and shall not sub-let or use the facilities for any unlawful purposes, or in any unlawful way. The Hirer will not bring, or allow, anything into the premises that may endanger the premises or its users.
17. Where equipment is available as part of the hire, such as plates, cups etc. these may be used. However these must be washed, cleaned, dried and returned to their original location after use. Any consumables such as tea, coffee, milk, sugar are to be supplied by the Hirer.
18. The Hirer is responsible for making sure that the premises are not left unattended or insecure at any time during or at the end of the hire period. The Hirer agrees to be present at all times during the hire and to be responsible for supervision of the premises, its' fabric and contents; the care of those using the premises under their hire; the behaviour of all persons using the premises, whatever their capacity, including proper supervision of car parking arrangements.
19. The Hirer shall be respectful of the allocated disabled parking spaces and ensure that they are utilised by blue badge holders only.
20. No activity that might constitute a risk to Health and Safety, the premises or its surroundings shall be carried out.
21. Smoking in all parts of the premises (including the toilet and changing room areas) is strictly forbidden.
22. The Hirer must make themselves aware of the fire safety procedure, 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 fire exits are in good working order and routes are free from obstructions; there are no obvious fire hazards, or tripping or slipping hazards. In the event of a fire emergency, the Hirer is responsible for alerting the emergency services and evacuating the building.
23. The Hirer must report all accidents involving injury to the public to Buckingham Town Council as soon as possible. Any failure of equipment that either belongs to the premises, or has been brought in by the Hirer must also be reported as soon as possible.
24. The premises are not licenced premises. A licence is not required to stage a performance of live music, or play recorded music, or put on amplified live music if it takes place between 8am and 11pm

and the audience is no more than 500 people. A licence is not required to stage a performance of a play or a performance of dance if it takes place between 8am and 11pm; and the audience is no more than 500 people. A licence is not required to stage an indoor sporting event if it takes place between 8am and 11pm; and the number of spectators is not more than 1000 people. In any other circumstances, a licence may be required. If a licence is granted, the maximum permitted numbers remains 100 people in the Sports Hall and 40 people in the Committee Room.

25. If The Council agrees to hire the premises for a licensable event, it will be the Hirers responsibility to apply for a Temporary Events Notice. A temporary event notice (TEN) is required if you wish to hold an event, involving less than 500 people, at which one or more licensable activities will take place, such as serving or selling alcohol, providing late-night refreshments, or putting on regulated entertainment.
26. If a TEN is granted, a copy is to be provided to The Council in advance of the event; and no activities are to occur on the premises or in the surrounding area during the period of hire, which contravene the TEN.
27. The Hirer will not allow the consumption, serving or selling of alcohol on the premises, unless the relevant licence has been issued, and unless The Council has given explicit consent on receipt of the relevant licence.
28. The Hirer shall ensure that, in order to avoid disturbing neighbours and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk, or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way must be asked to leave the premises. No illegal drugs may be brought onto the premises.
29. Amplified sound must be contained within the building and the Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.
30. 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.
31. The Hirer, and those using the facilities in their charge, must not make any alterations or additions including attaching anything to the walls, floors or ceilings without prior written permission from The Council, nor must they in any way damage any part of the building, furniture, equipment etc. If any permission is granted, the Hirer must remove all articles at the end of the hiring unless otherwise agreed. Any unauthorised articles left on the premises will be disposed of. The Hirer will make good, to the satisfaction of The Council, any damage caused by such installation and removal.
32. The Council reserves the right to charge the Hirer for any loss or damage caused to the premises or equipment therein.
33. The Council will not be responsible or liable for, or in respect of, any damage to or loss of any property, placed or left in the premises, including property stored in the shared storage areas. Property left in the storage areas must be by prior agreement, and only agreed items may be stored.
34. The Hirer must ensure that any electrical appliances brought into the premises are certified as safe and in good working order, and have a valid test certificate (i.e. PAT); and are used in a safe manner and at owners' risk. Use must be supervised at all times, and no electrical appliances are to be left operational when the premises are unoccupied.
35. No naked flames, in the form of candles, gas cookers, incense burners etc. are permitted on the

premises. The Hirer shall ensure that no unauthorised heating appliances shall be brought onto the premises. Portable Liquefied Propane Gas (LPG) heating appliances will not be used.

36. The Hirer shall have sufficient, relevant insurance to carry out the activities they have hired the premises for. The Hirer will be liable for:
- a. the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises or the contents of the premises during their hire period;
 - b. all claims, losses, damages and costs made against or incurred by The Council, 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;
 - c. All claims, losses, damages and costs made against or incurred by The Council, 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 the Hirer will indemnify The Council against such liabilities.
37. The Council is insured against any claims arising out of its own negligence.
38. The Hirer shall ensure that any activities for children comply with the provisions of the Children Act 1989 and subsequent legislation, and that only fit and proper persons, who have passed Disclosure and Barring Service (DBS) checks where required, have access to the children and vulnerable adults. If the Hirer is a childcare organisation they must provide a copy of their safeguarding policy, in addition to ensuring staff hold a valid DBS check.
39. If responsible for children or vulnerable adults on the premises, in accordance with the codes of conduct, the Hirer must adopt controls and practices to ensure protection at all times, particularly in respect of changing room facilities. The following principles must be obeyed:
- a. The use of video, photographic and mobile phone imaging equipment is prohibited within the toilet and changing room areas
 - b. All changing rooms are to be utilised as single sex (i.e. male / female) and all customers should use the appropriate changing room
 - c. Adults must not change or shower at the same time, in the same facility as children under the age of 18. Adults should make use of alternative changing rooms.
40. The Hirer shall, if selling goods on the premises, comply with trading laws and any code of practice used in connection with such sales.
41. The Hirer shall, if preparing, serving or selling food, observe all relevant Food Health and Hygiene Legislation and Regulations. In particular, dairy products, meat and seafood on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The Premises are provided with a refrigerator. Food may only be stored on the Premises with the prior written permission of The Council. The Hirer must provide a copy of their food hygiene certificate.
42. The Hirer shall ensure that no unauthorised heating or cooking appliances are used in the Premises. No form of Barbecue or other portable cooking appliance will be authorised.
43. The Hirer shall ensure that no animals, except service animals, are brought into the Premises. No animals of any kind are to enter the kitchen at any time.
44. The Hirer shall be responsible for putting all rubbish produced as a result of the Hire in the appropriate bins in the Bin Store. The Hirer may be charged if rubbish is not appropriately disposed of.
45. A private Hirer (one-off booking) may cancel the hire in writing up to 7 days before the hire date commencement and in such case the Hirer shall be entitled to a refund of any deposit already paid. A private Hirer providing less than 7 days' notice of cancellation shall be charged the full fee.

46. A long term Hirer (ten-week block booking) must provide 28 days' notice to cancel the booking, and all outstanding fees must be paid up to the date of the termination.
47. Refunds will only be given in exceptional circumstances, and requests should be made in writing to Buckingham Town Council, Buckingham Centre, Verney Close, Buckingham MK18 1JP.
48. The Council reserves the right to cancel the hire agreement at any time if the facilities are required for purposes of national or local importance (such as council meetings, emergencies such as shelter) not anticipated at the time of hire. Where possible, seven days' notice of any such cancellation will be given, and any fee will be returned to the Hirer.
49. The Council reserves the right to cancel the hire agreement at any time if the facilities are not being used for the purpose in which they were hired; if a complaint is received about the Hirer and their use of the facility, or if there is damage to the premises or contents as a result of the hire which deem it necessary to cease the hire.
50. The Council reserves the right to cancel the hire agreement at any time if there is repeated failure to pay the required fee on time, or the facility is not being used.
51. This hire agreement constitutes permission only to use the premises, and confers no tenancy or other right of occupation to the Hirer.

In signing this agreement you, the Hirer, are accepting responsibility for your use of the premises during the period of occupation.

On behalf of the Hirer:

I have read and understood, and I agree to the conditions of Hire for the Lace Hill Sports and Community Centre.

Name:

Date:

A duly authorised representative of the Hirer / Hiring Organisation

Signature:

On behalf of Buckingham Town Council:

Name:

Position:

A duly authorised representative on behalf of Buckingham Town Council

Signature:

Date: