Huskar Community Rooms Hire Agreement

Please read this Hire Agreement.

As part of the online booking process, the acceptance of a contract for the booking with the Silkstone Community Centre for the Huskar Community Rooms by you, includes your acceptance of this Hire Agreement.

Payment - Please make all payments via BACS to

Sort Code: 08-92-99

Account No. 65492019

Silkstone Community Centre Registered Charity 1142715

1. Hire

1.1. In consideration of the payment of the Hire Fee by the Hirer, the Managing Trustees permit the Hirer to share the use of the Building with the Managing Trustees and to occupy the Premises during the Permitted Hours in the Permitted Room(s) upon the terms of this agreement

1.2. If the agreement is for a single event, the Hirer shall pay to the Managing Trustees the Hire Fee at least 7 days prior to the event.

1.3. If the agreement cover multiple events, the Hirer shall pay the Managing Trustees the Hire Fee on the 1st day of each month in advance without set off or deduction

1.4. The Hire fee will be reviewed annually

1.5. The Hire Fee includes reasonable use of gas, electricity, water, telephone, and internet. Where the Managing Trustees reasonably consider the sum to be excessive then an additional charge will be made, at cost, of the services consumed by the Hirer

1.6. The Hirer shall pay to the Managing Trustees the Deposit, if required, before commencing occupation of the Premises

1.7. The Hirer is permitted to use the Premises during the Permitted Hours (or otherwise at the Managing Trustees' absolute discretion)

1.8. The property must be left in the same state as initially hired (See checklist at the end)

Huskar
COMMUNITY ROOMS

2. Use

2.1. The Premises shall be used by the Hirer only for the Permitted Use

2.2. The Hirer is permitted to use the furniture and equipment listed in the Schedule. The Hirer shall notify of any damages and will be liable for costs to repair or replace any furniture and equipment damaged during any period of the hire

2.3. The Hirer must not use the Building, or allow it to be used for activities which in the opinion of the management trustees are dangerous, offensive, noxious, noisome, illegal or immoral or which may be a nuisance or annoyance to the Managing Trustees, other users of the Building or neighboring properties

2.4. The Hirer must not cause any pollution to Silkstone Beck

2.5. The Hirer will comply with the rules and regulations of the Building (See appendix 1)

2.6. At the end of each session, the Hirer shall complete the End of Hire Checklist (See appendix 2)

3. Insurance

3.1. The Managing Trustees do not hold insurance in respect of any activities carried out by the Hirer

3.2. To effect and maintain a policy of insurance in respect of any liability that the Hirer may incur (and if required by the Managing Trustees, on terms that the Managing Trustees consider to be reasonable) at the request of the Managing Trustees to produce to the evidence of such policy and of the payment of the premiums for it

4. **Safeguarding**

4.1. The Hirer confirms that they have received a copy of the safeguarding policy for the safeguarding of children, young people and vulnerable adults for the Building, and have an understanding of it, and undertake to follow the policy; or is part of an organization that has a comparable equivalent which the Hirer is obliged to follow (such as Scouts and Guides national safeguarding policy)

5. End of agreement for Multiple Events

5.1. The notice period by the Managing Trustees to the Hirer is three months in writing.

5.2. The notice period by the Hirer to the Managing Trustees is three months in writing.

5.3. The Managing Trustees may end this Agreement with the Hirer immediately by giving written notice to that effect in the event that:

5.3.1.1. The Hirer does not pay the Hire Fee within 14 days of the date on which it is due to be paid (whether demanded or not); or

5.3.1.2. The Hirer becomes insolvent or subject to insolvency proceedings; or

5.3.1.3. The Hirer is otherwise in material breach of the terms of this Agreement.

In addition, the Hirer shall remain responsible for all outstanding obligations that the Hirer may have, and will also pay a fee equivalent to 3 months Hire Fee from the date of service of this notice notwithstanding the fact that the hire period shall terminate immediately.

5.4. When the Agreement ends the Hirer will vacate the Premises immediately. Any property left at the Premises will be deemed as abandoned and disposed of and any costs of disposal will be paid by the Hirer. The Managing Trustees will not owe the Hirer any responsibility for the property of the Hirer or other people or the proceeds arising from any sale.

5.5. The property must be left in the same state as initially hired

5.6. Any Deposit will be returned to the Hirer after deduction of the cost of any damage or repair

6. General

6.1. This agreement does not create a lease or tenancy and does not give the Hirer any estate, right or interest in the Premises or the Building except other than conferred on the Hirer by this agreement.

6.2. This agreement is personal to the Hirer and cannot be assigned, shared or otherwise disposed of

6.3. The garage attached to the Premises is only available to Silkstone Scout Group

Appendix 1 - Huskar Community Rooms

Instructions For All Building Users

- Building users are not to enter the premises at any time other than their normal usage hours unless prior arrangements have been made with the Bookings Secretary/Committee.
- Building users are to use those areas of the premises which have been agreed with the Bookings Secretary/Committee.
- Building users are to report any damage to the premises and to any property in the premises occurring during their period of usage or while persons are entering or leaving the premises, however and by whomever caused.
- Building user must make themselves and the organisations that they represent aware of the fire safety procedures for the premises.
- The settings on any of the heaters within the premises must not be adjusted without prior consent and instruction and never switched off at the fused spur.
- No foul or waste water shall be poured down any of the external drain to prevent pollution of the Silkstone Beck.
- The right of entry to the premises is reserved to the Huskar Room Management officials at any time during usage.
- No bolts, nails, tacks, screws, pins or other like objects shall be driven into any part of the Huskar Rooms premises, nor shall any place cards or other articles be fixed there to, without previous consent.
- The premises are to be left in a clean and orderly state, particularly toilets and kitchen areas. All equipment is to be left as found. Before leaving, all lights (including external) are to be switched off, all doors closed, and the premises must be locked and alarmed on final exit.
- Property of all building users must be removed immediately following each session unless previous agreement has been given for storage.
- No flags, emblems or other decorations shall be displayed outside any part of the premises without previous consent.
- No exits may be blocked, chairs/tables or obstructions placed in doorways, nor fire safety applications removed or tampered with.
- In accordance with current legislation, no smoking is allowed anywhere on the premises.
- Any additional electrical items or activity equipment (for example bouncy castles/disco equipment) remain the responsibility of the building users and must be supervised accordingly.
- All building users must comply with the requirements both of law and those of the organisations that they represent with regards to Health and Safety and the safeguarding of children, young people and vulnerable adults.
- Huskar Community Rooms takes no responsibility for any unlawful acts committed on the premises.

Huskar
COMMUNITY ROOMS

Appendix 2 - Huskar Community Rooms

End of Hire Check list

Please ensure that all the following are checked off before leaving the building:

- All curtains are left open
- All windows and doors are securely closed. Please **ensure exit door locks are engaged** – pull and release centre bar to engage
- Activity rooms, kitchen, entrance, toilets have all been swept / hoovered / mopped and left in a clean and tidy state
- All chairs and tables are stacked neatly and safely, either on the trolleys provided or in the entrance / kitchen
- All bins are emptied and bin liners replaced (spares are available in the drawers in the kitchen)
- All waste has been placed in large wheelie bin to the rear of the centre (any bulky items should be removed by the hirer)
- All equipment or utensils that has been used in the kitchen, including the ovens and hobs have been washed, dried and put away
- Kettles and water boiler have been emptied and switched off
- All inside lights are turned off (Outside lights are automatic)
- Fridge / Freezer has been cleared of all hirers food
- Alarm to be set and external door locked, unless another hire is in process, key to be placed in key safe, unless other arrangements agreed.

Signed: _____

Print Name: _____

Date of hire: _____

Please leave the signed sheet on the side in the kitchen