

Five Trees Community Trust on behalf of Shenley Brook End & Tattenhoe Parish Council

Conditions of Hire for Community Venues

10 CLEAR WORKING DAYS ARE REQUIRED PRIOR TO A BOOKING BEING TAKEN FOR PARTIES

(A) Five Trees Community Trust (the Trust), 1 Wimborne Crescent, Westcroft District Centre, Milton Keynes, MK4 4DB

(B) () (The Hirer)

- 1 The Trust agrees upon receipt of payment to hire a community space to the Hirer for the hire period as specified in the online booking form (the hire period)
- 2 All hire charges and deposits must be paid in advance, **PRIOR** to hire. Payment will be due on receipt by the Hirer of an invoice supplied by the Trust. Payment must be made by transfer to **sort code 60-14-55 / account number 67704301**
- 3 The Hirer will indemnify the Trust against all losses, actions, damages and claims, expenses, demands, proceedings (whether criminal or civil), costs, legal expenses (on a full indemnity basis) howsoever arising, directly or indirectly caused or occasioned during the Hirers use of the premises and/or the Hirers failure to perform its obligations. Save for the weekend children's party bookings, it shall also be the responsibility of the Hirer to obtain adequate public Liability insurance to cover risks arising out of the use of the premises by the Hirer and its or the Hirers invitees and visitors for the hire period. Hirers must present a copy of said insurance to the Trust representative with this form.
The Hirer promises the Trust that it will keep the Trust insured against all liability to other persons for death, personal injury, damage to loss of property arising directly or indirectly out of the Hirers use of the premises.
- 4 The Hirer shall be responsible for ensuring that the building remains secured during the hire period the Trust representative will be responsible for unlocking the building at the commencement of the hire period and the building will remain unlocked until the end of the hire period. The Hirer must ensure that a responsible person is present within the building throughout this period and until the Trust representative locks the building at the end of the hire period (or at the end of each day if the hire period is longer than a day). The Trust representative will also explain the fire procedures in place in the building. It is the responsibility of the Hirer to set up tables and chairs along with clearing away at the end of the hire period.
- 5 The Hirer is advised that the premises are monitored through the use of CCTV in order to ensure the security of the premises. CCTV recordings may be reviewed by representatives of the Trust and may be provided to relevant external bodies as the need arises.
- 6 The Hirer shall not sublet or transfer this booking to any other person or organisation.
- 7 No betting, gaming, lotteries or sale of alcohol shall take place on the premises.
- 8 The Hirer shall ensure compliance with all relevant legislation, orders and regulations, in particular, that relating to music, singing and dancing.
- 9 The Hirer agrees to abide by health and safety legislation and ensure that fire exits are not obstructed in any manner at all. The Hirer must ensure that all users present are aware of the fire procedures, which are displayed in the building.
The Hirer must provide a manual form of alarm to alert users to an emergency.
- 10 The Hirer must not cause annoyance or nuisance to local residents or adjoining occupiers by the playing of loud music, parking in front of driveways etc.
- 11 With the exception of assistance dogs, the hirer shall not permit any animals onto the premises.
- 12 The Trust has a policy of no smoking or vaping in the building and the garden area(s). The Hirer must use its best endeavours to ensure that this is adhered to at all times.
- 13 All music and/or dancing **MUST STOP** at 9:00pm in order to comply with these terms and conditions.
- 14 All equipment hired can only be used within the facility and must not be removed. The Hirer must leave the premises clean and tidy and all equipment and furniture should be stored away or placed tidily as required. Cleaning and tidying up must be carried out **DURING THE HIRE PERIOD**. Users will be liable for a deposit of non-compliance of this clause and any other relevant clause. The Hirer is liable for the costs of any additional cleaning should this be necessary, together with damage and breakage, which may occur during the hire period. **REFUND OF ANY DEPOSIT IS AT THE DISCRETION OF THE TRUST.**
- 15 The Hirer must ensure that all rubbish, waste and recycling generated by the Hirer or its visitors is removed from the premises at the end of the period of hire.
- 16 **IN CASES OF BLOCKED BOOKINGS**, the Hirer must not leave their own belongings or equipment on the premises or give permission for any user to leave their own belongings or equipment on the premises without written consent of the Trust and any items left in the building with or without the Trust approval, are left at the owners risk and this responsibility for insuring such belongings firmly lies with the user. Any belongings left in the premises without prior agreement from the Trust will be treated as abandoned and may be disposed of by the Trust. Storage of items exceeding 3 square metres requires the prior permission of the Trust. Users must not use unallocated storage space nor overfill allocated space.
- 17 Approval for the use of premises by political parties shall be determined by the nature of the occasion. Public meetings such as rallies shall not be permitted.
- 18 The premises shall be used for community purposes only and shall not be used as the Hirers postal address.
- 19 No alterations or additions shall be made to the premises without the written consent of the Trust. If such consent is given to the Hirer, any such works shall be completed at the Hirer's cost and to the Trust's satisfaction.
- 20 **NO** advertising or publicity material will be displayed inside or outside the building without prior approval of the Trust
- 21 The Trust reserves the right to cancel the hiring if the Hirer breaks any of the above conditions.
- 22 The Trust reserves the right to cancel any booking at its discretion.
- 23 The Trust reserves the right to change or amend the terms and conditions of hire at any time (without prior notice).

- 24 The Trust reserves the right to close the premises at any time for emergency or periodic maintenance and also when the premises are required for public elections or similar events.
- 25 Hirers must be aware of and adhere to the building capacity of 40 persons whether standing or seated.
- 26 The Hirer acknowledges the Privacy Notice published on www.hallbookingonline.com/shenleybrookend relating to the hire of the venue.
- 27 The notice period for cancellation of bookings is 14 days prior to use; failure to comply will result in full payment being required and/or no refund being made.
- 28 This Agreement is to be governed and construed according to the law of England and Wales.