# Room Hire Agreement

Recurring Bookings

Ferndale Community Hub / Other Managed

Buildings.

**agreement to hire**

## Recurring Booking

1. **Ferndale Community Hub Garage**. Rear of 11 Vermont Gardens, Ferndale Road, Plymouth, PL2 2EX

1. Hirer. Name

(“The Hirer”)

It is agreed:

1. In consideration of the sum(s) referenced in clause 2 below:

# 1.1 The Association agrees to permit the Hirer to use the following parts of The Ferndale Community Hub (the “Premises”) for the following purpose(s) and period(s) only:

1.1.1 Purpose of Hire – Storage of Personal Car

1.1.2 Periods of Hire: Monthly (Rolling)

Each date listed above shall separately constitute a “Period of Hire”.

1.1.3 Description of venue and or room(s) to be hired: Garage. Electricity Supplied

2. The Hirer agrees to pay the following sum to the Association in accordance with the Standard Conditions of Hire of the Premises (Annex 1):

Hiring Fee (per Period of Hire): £30.00 per month.

(Subject to review)

Total Fee for **all** Periods of Hire £ 30.00 per month

(Subject to review)

A one month Deposit is required with all monthly lets. Which will be returned subject to conditions.

3. The Hirer and the Association agree to comply with and be bound by the Association’s Standard Conditions of Hire of the Premises for the time being in force and the Rules Governing the Use of the Premises, both of which are annexed to this Agreement. The Hirer’s particular attention is drawn to:

* 1. Rule 5 (safety requirements) in the Rules Governing the Use of the Premises; and
  2. Rule 15 (exclusion of liability) in the Rules Governing the Use of the Premises.

4. This Agreement is personal to the Hirer.

*Signed* on behalf of Ferndale Community Residents Group

Signature....................................................

Full name..........................................................

*Signed* by or on behalf of the Hirer:

Signature........................................................................................................

Full name.......................................................................................................

Address…………………………………………………………………………….

Postcode…………………

Email…..……………………………………….……………………………………………

Contact telephone number ………………….……………………………………………

[If booking is for more than one month, take the name and details of another contact]

**\*\* Please note that the Hirer has been notified that the Garage is due for development in the future & therefore notice to quite can be given with 2 week’s notice\*\***

**ANNEX 1 - STANDARD CONDITIONS OF HIRE OF THE PREMISES**

**Recurring Bookings**

**Interpretation:**

In this Annex:

1. The definitions and interpretation set out in the Agreement to Hire shall apply as if references to this Annex.
2. Any reference to ‘Rules’ shall be construed as a reference to the Rules Governing the Use of the Premises as attached in Annex 2.
3. Any reference to the ‘Hiring Fee’ shall be a reference to the Hiring Fee as stated in the Agreement to Hire, as revised from time-to-time in accordance with clause 2 of these Standard Conditions of Hire.
4. Words denoting the singular shall include the plural and vice versa;
5. Words denoting one gender shall include each gender and all genders;
6. Reference to persons shall be deemed to include references to natural persons, to firms, to partnerships, to bodies corporate, to associations, and to trusts (in each case whether or not having separate legal personality).

**Conditions:**

1. Before any booking is confirmed by the Association, the Hirer may be asked to pay a deposit to secure his/her booking. The deposit, or a proportionate part of the deposit, shall only be refundable in the event of the Association cancelling the booking in accordance with clause 12 or 13 of these Standard Conditions of Hire.
2. The Hiring Fee may be reviewed by the Association from time-to-time. Following such a review, the Association may at its complete and unfettered discretion decide to alter the Hiring Fee. The Association shall notify the Hirer of any changes to the Hiring Fee and the revised fee shall be payable by the Hirer for all Periods of Hire yet to commence (whether or not the booking has already been confirmed or paid for), PROVIDED THAT the revised fee shall not apply to any Periods of Hire which occur on the date of notification or within the 30 days immediately following the date of such notification.

3. Without limitation, during the Periods of Hire, the Hirer agrees that it shall be specifically responsible for:

3.1 supervision of the Premises as prescribed in Rule 6;

3.2 protection of the fabric and contents of the Premises;

3.3 ensuring that no damage is caused to the Premises by the Hirer or anyone that the Hirer has permitted to be on the Premises;

3.4 The behaviour and actions of the Hirer or anyone that the Hirer has permitted or allowed to be on the Premises;

3.5 supervision of car parking arrangements so as to ensure safety and to avoid the obstruction of the highway or of any right of way; and

3.6 ensuring that no harm is caused to any person in connection with the Hirer’s use of the Premises.

4. The Hirer shall obtain any licences or other permissions necessary in connection with the booking, other than those already held by the Association.

5. The Hirer shall acquire reasonable insurance cover against any third party claims which may lie against him/her as a result of the Hirer’s use of the Premises (including, without limitation, public liability and employer’s liability insurance).

6. The Hirer shall (at its own cost) observe and comply with all regulations applying to the Premises stipulated by the Licensing Justices, the Fire Authority, and the Local Authority or any other authority.

7. The Hirer shall not use the Premises, or permit or allow others to use the Premises during the Periods of Hire, for any unlawful purpose or in any unlawful way, or do anything or bring on to the Premises anything which may endanger the Premises, their users, or any insurance policies relating to the Premises.

8. The Hirer shall not bring, or permit others to bring, animals onto the Premises during the Period of Hire, with the exception of guide dogs or in accordance with express written permission from the Association.

9. The Hirer shall not bring, or permit others to bring, articles whose possession is prohibited by law, or highly inflammable or explosive substances to the Premises (which includes paraffin and bottled gas of all kinds), during the Period of Hire.

10. The Hirer shall indemnify the Association for the cost of repair of any damage done to any part of the Premises, including the building, site and any boundary walls, fences or other boundary markers, or to the contents of the building, during or as a result of the hire.

11. The Hirer shall, if selling goods on the Premises, comply with Fair Trading Laws and any local code of practice issued 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.

12. The Association has the right to cancel any Period of Hire, at its complete and unfettered discretion, up until 48 hours before the Period of Hire is due to commence.

13. In addition to the right in clause 12, where the Association reasonably considers that the Premises are unfit for the intended use, the Association has the right to cancel a booking at any time before the Period of Hire is due to commence.

14. In the event of cancellation by the Association of a booking in accordance with clause 12 or 13 of these Standard Conditions of Hire, the Hiring Fee (including a fair proportion of any deposit paid) shall be refunded to the Hirer to cover the Period of Hire which was cancelled. However the Association shall incur no further liability whatsoever to the Hirer.

15. Unless otherwise agreed by the Association, the Hirer shall pay the Hiring Fee for each Period of Hire 28 days before the Period of Hire is due to commence. The Hirer has the right to cancel an agreed Period of Hire, at its complete and unfettered discretion, up until 48 hours before the agreed Period of Hire is due to commence.

Where the Association is notified that the Hirer wishes to cancel a Period of Hire, at least 48 hours before the Period of Hire is due to commence, the Hiring Fee shall be refunded (save any deposit paid). The Hirer cannot cancel an agreed Period of Hire at shorter notice.

16. If litter or property is left at the Premises following a Period of Hire or damage is caused to the Premises or to the internal/external decoration of the Premises or to fixtures and fittings during a Period of Hire by any person which requires cleaning, repair, replacement or other remedial works, the Hirer may be charged directly. Should the costs of cleaning, repair, replacement or any other remedial works be required The Association reserves the right to pursue all other legal action and remedies against the Hirer to recover the additional cost to the Association.

17. Unless otherwise agreed, the Hirer shall make all payments to the Association via either cheque or BACS. Failure to make any payment due under the Agreement to Hire or these Standard Conditions of Hire of the Premises may result in bookings being cancelled or postponed and debt recovery action being taken.

17.1 Cheque payments shall be made payable to Ferndale Community Tenants Group‘.

Cheques should be sent to: The Treasurer, Ferndale Community Hub,

18. If the Hirer has been provided with keys to the Premises (the “Keys”). The Hirer agrees:

18.1 to ensure that the Premises are left locked and secure following the Period of Hire;

to ensure that the Keys and any key-ring attached to the Keys are not marked or labelled with the name or address of the Premises or any other mark or label which could lead a third party to identify that the Keys are keys for the Premises;

18.3 To return the Keys as soon as reasonably practicable following [each OR the final] Period of Hire to:

Steven Medlin Chair. Ferndale Community Hub.

18.4 Not to make a copy of the Keys (or permit anyone else to do so) without the Association’s prior written consent; and

18.5 to report any loss of the Keys without unreasonable delay to the Ferndale Community Residents Group and Affinity Sutton’s Community Assets Team by calling 0300 100 0303 or by e-mailing [community.assets@affinitysutton.com](mailto:community.assets@affinitysutton.com). The Hirer agrees to pay to the Association the cost of any replacement keys, required as a result of loss by the Hirer of the Keys.

**ANNEX 2 – RULES GOVERNING THE USE OF THE PREMISES**

**Introduction**

Ferndale Community Hub. Rear of 11 Vermont Gardens, Ferndale Road, Plymouth, Pl2 2EX(the “Premises”) is run by Ferndale Community Residents Group (“the Association”).

These rules apply to all users of the Premises, including anyone who hires the Premises (or any part of the Premises) for any purpose.

**By using the Premises you agree to comply with and be legally bound by the following Rules** (which may be reviewed and updated from time to time):

**Rule**

1. **Applying to use the Premises**
   1. Application for use of the Premises should be made to the Ferndale Community Residents Group Chair person.

* 1. The Association may refuse any application for use of the Premises on such grounds as it thinks fit, having regard to the Association’s policies and the desirability of promoting equal opportunities.
  2. Sections and affiliated groups of the Association will normally have priority use of the Premises, but all arrangements for hire, once made, will be honoured by the Association, except as provided in the Standard Conditions of Hire of the Premises.

1. **Equal Opportunities**
   1. The Premises are open to all members of the community, who shall be treated with dignity and respect regardless of sex, sexual orientation, race, age, disability, nationality, political, religious or other views.
   2. No-one shall be harassed, intimidated, abused, victimised or discriminated against on any of the grounds referenced in Rule 2.1.
2. **Code of Behaviour**
   1. The Association expects a high level of good conduct from all users of the Premises. Everyone deserves respect and to be able to enjoy the peace, friendship and facilities of the Premises without disturbance. Key holders must only be on the Premises within the hours that they are booked to be there or have been invited by another group to attend their session.
   2. Users are required to refrain from offensive behaviour, offensive language, and loud and unruly behaviour.
   3. Users shall respect the Premises and take all reasonable precautions to prevent damage to Premises.
   4. Smoking is not permitted by anyone on the Premises. It is a criminal offence to smoke in any public place, either enclosed or substantially enclosed.
   5. When a breach or alleged breach of these Rules cannot be resolved by way of an acceptable apology and an undertaking that the act will not be repeated, the following action will be taken:
      1. In a case involving any other user of the Premises, he or she will not be admitted to the Premises until such time as the matter has been investigated by the Association. The Association may pass the matter on for investigation by an external body such as the police. Nothing in this Rule shall be construed as limiting the Association’s other legal rights or remedies.
3. **Hours of Operation**
   1. The Premises are normally available for use between the hours of:

0900 hrs and 2000 hrs on weekdays, Saturdays and Sundays

In exceptional cases, these hours may be extended on agreement with the Association.

1. **Safety Requirements**
   1. All conditions attached to the granting of the public entertainment licence, stage play or other licences for the Premises are to be strictly observed.
   2. Hirers and other users of the Premises shall not do anything (or omit to do anything) which may endanger other users of the Premises, or invalidate the policies of insurance relating to it and to its contents. Without prejudice to the generality of the foregoing and without limitation, hirers and users must not:
      1. bring highly flammable substances onto any part of the Premises;
      2. erect any internal decorations of a combustible nature (e.g. polystyrene, cotton, etc.) without the consent of the Association; or
      3. use any additional, hired or loaned heating appliances at the Premises without the written consent of the Association;
   3. Without prejudice to the generality of rule 5.2 and without limitation, hirers and any other person in charge of an activity, must:
      1. Complete a pre-activity safety inspection checklist in the form set out in Appendix 1 and ensure that all risks identified have been removed, **immediately prior to commencing any activity at the Premises**. The completed checklist must be retained by the hirer or other person in charge of each activity for at least six months following the end of the period of use;
      2. complete a risk assessment for the activity and ensure that all risks identified have been removed prior to commencing any activity at the Premises, to ensure that the intended use will not interfere with the fire safety arrangements or place anybody at undue risk;
      3. at the commencement of use of the Premises, ensure that every user of the Premises is aware of the location of the fire escapes in the Premises and the emergency evacuation procedure and inform any user arriving after the commencement of use of the same;
      4. ensure that gangways, exits, or final emergency exits at the Premises are immediately available for free public passage during the period of use;
      5. ensure that fire-fighting apparatus at the Premises is kept in its proper place and only used for its intended purpose during the period of use and not used to prop open doors or exits;
      6. In the event of a fire (however slight) occurring at the Premises, ensure that the Fire Service is called and details of the occurrence are to be given to the Chair of the Ferndale Community Residents Group and the Affinity Sutton Community Assets Manager without unreasonable delay. The Community Assets Manager can be contacted by telephoning 0300 100 0303 or by emailing [Community.Assets@affinitysutton.com](mailto:Community.Assets@affinitysutton.com);
      7. report to the Chair of Ferndale Community Residents Group and an officer of Affinity Sutton, all serious accidents resulting in injury and or harm to a hirer or any other user of the Premises, as soon as reasonably possible; and
      8. Ensure that no performances involving danger to the public are carried out on the Premises.
   4. Hirers or any other person in charge of an activity are advised that no first aid box is provided by the Association for general use, and each group using the Premises is required to make its own provision;
   5. All electrical equipment brought into the Premises must comply with the Electricity at Work Regulations 1989. The Association disclaims all responsibility for claims and costs arising in relation to any such equipment which does not comply;
   6. All group leaders or hirers are responsible for ensuring that maximum capacity numbers are not exceeded in the Premises during the period of hire. The maximum capacity for Ferndale Community Hub is 10 people.
2. **Supervision**
   1. Hirers or any other person in charge of an activity shall not be under 18 years of age and shall be on the Premises throughout the entirety of the period of use. He/she shall not be engaged in activities or duties which prevent him/her from exercising general supervision.
   2. When the Premises or any part of them are used for the purposes of public entertainment, and where under 100 persons are attending the entertainment, there must be a minimum of two persons on duty, neither of whom are to be under the age of 18 years. The number of adult attendants required is increased in the following circumstances:
      1. Where 100-249 people are present - to three;
      2. Where 250-499 people are present - to four;
      3. When the majority of those present at the entertainment are less than 16 years of age, and/or when many people with disabilities are expected to attend, the number of supervisors required will be increased[[1]](#footnote-1).
   3. It is the responsibility of the hirer or group leader to ensure that there are a sufficient number of adults on duty at any one time to comply with Rule 6.2.
   4. Hirers or any other person in charge of an activity must familiarise themselves with the procedures for evacuation of the Premises and with the location of the fire-fighting/protection equipment available at the Premises. Any concerns with the location or condition of the equipment or the procedure for evacuation must be raised with the chair of Ferndale Community Residents Group.
3. **Children and Young People**
   1. It is the policy of the Association that every precaution must be taken to safeguard the well being of children and young people, and it is the responsibility of all users of the Premises to use their best endeavours to ensure that children and young people receive all necessary care and attention, and are protected from coming to any harm.
   2. All work with children and young people under the age of 16 at the Premises must comply fully with the requirements of the Childcare Act 2006 and the Children Act 2004 (or such further legislation as may be enacted from time to time) or, where applicable, with the Home Office Code of Practice Safe from Harm.
4. In the case of affiliated groups or outside hirers, it is the responsibility of the organisers of the activities concerned to ensure that only fit and proper persons have access to young children, and that such persons are at all times in attendance when young children are on the Premises.
5. **Supply of Food and Drink**
   1. As the centre is not registered as food premises no food shall be stored or prepared on the Premises for sale or free supply, other than dry ingredients for the preparation of beverages, sugar, biscuits, potato crisps or other similar dry products, without the permission of the relevant local authority and the Association.
   2. No food or drink shall be left on the Premises following a period of use and any food or drink that is left on the Premises following a period of use may be removed and/or destroyed by the Association without notice.
6. **Alcohol and Liquor**
   1. No intoxicating liquor may be brought onto, sold or consumed on any part of the Premises without the prior written consent of the Affinity Sutton Community Assets Manager.
   2. The Association may impose conditions on any consent provided under rule 9.1. The Association reserves the right to withdraw any such consent at its complete discretion.
7. **Music**
   1. There are two separate copyrights in a sound recording and a license is required for each one.
   2. The Premises are licensed with the Performing Right Society (PRS for Music) for the public performance of copyright music. This licence concerns the copyright in the musical and lyrical composition. Users must advise the Affinity Sutton Neighbourhood Investment Officer as to the frequency of musical performances during their activities to be covered by Affinity Sutton’s licence.
   3. The Association also holds a licence with Phonographic Performance Ltd (“PPL”) for the public performance of sound recordings. Affiliated groups and other hirers are not covered by the Association’s licence with PPL. Users must consult their local Neighbourhood Investment Officer before making arrangements for the use of recorded music. T charge of an activity must check if it requires a licence from PPL and, if so, to obtain one[[2]](#footnote-2).

1. **Betting, Gaming and Lotteries**
   1. Nothing is to be done on or in relation to the Premises in contravention of the law relating to betting, gaming and lotteries, and hirers and other persons in charge of an activity held at the Premises must ensure that the requirements of the relevant legislation are strictly observed.
   2. The Association points out to users of the Premises that the playing of bingo is covered by the Gambling Act 2005. Guidance on the conditions which need to be complied with before bingo can be played can be found on the Gambling Commission website at [www.gamblingcommission.gov.uk](http://www.gamblingcommission.gov.uk)
2. **Stage Plays**
   1. Affinity Sutton’s Community Assets Manager must be given at least four weeks’ notice of a stage play production. Notice can be given by telephoning 0300 100 0303 or emailing [Community.Assets@affinitysutton.com](mailto:Community.Assets@affinitysutton.com)
   2. The Hirer must also obtain the appropriate stage play production licence from the Local Council, which usually requires three weeks’ notice.
3. **Other Licences and Permissions**
   1. The Hirer or any other person in charge of an activity shall check whether it requires any other licence or permission for its activities and if so, to acquire such licence or permission prior to undertaking the activity. Without prejudice to the generality of the foregoing and without limitation, a licence may be required for the following activities:
      1. Showing films and videos;
      2. Royalty fees for performance of plays;
      3. Making recordings of musical or literary works (Mechanical Copyright Protection Society); or
      4. Use of minibuses.
   2. Affinity Sutton may already have a licence or permission for some activities. Hirers and group leaders must contact Affinity Sutton to confirm whether a licence or permission is already in place. At least six weeks’ notice must be given to the Affinity Sutton to allow time for any necessary negotiation with the appropriate authority.
4. **Property**
   1. The permission of the Ferndale Community Residents Group must be obtained before any property is left unsupervised or stored on the Premises.
   2. Where property is left or stored on the Premises, in accordance with clause 14.1, hirers and users of the Premises are reminded that they leave property on the Premises at their own risk and users are themselves responsible for insuring their own property.
5. **Exclusion of Liability**
   1. The Association shall not be liable for:
      1. The death of or any injury to any hirer or other user of the Premises, unless caused by the Association’s negligence; or
      2. Any loss of or damage to any property suffered by any hirer or other user of the Premises (including liability arising from the Association’s negligence).
6. **Car Parking**
   1. Cars must not be parked so as to cause an obstruction at the entrances to, or exits from, the Premises. Where parking accommodation is provided and available, this must be used, and in any case users should avoid undue noise on arrival and departure, or other undue inconvenience to local residents.
7. **Nuisance**
   1. Litter shall not to be left on or about the Premises.
   2. Hirers and organisers of events in the Premises are responsible for ensuring that the noise level of their functions is not such as to interfere with other activities within the Premises nor to cause inconvenience for nearby residents.
8. **Cleaning and Damage**
   1. Use of the Premises and facilities is subject to users accepting responsibility for returning furniture and equipment to their original position, and for securing doors and windows of the Premises as directed by the Association. All users must also leave the Premises and surrounds in a clean and tidy condition.
   2. Any damage to the Premises caused or discovered during a period of use, whether or not the user was at fault, must be reported by the user to the Ferndale Community Residents Group.

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1. 1 You must consult the local council as to its requirements. The council may require a higher ratio of attendants when it issues a Public Entertainment licence. [↑](#footnote-ref-1)
2. Community associations can obtain a low-cost licence through the Community Matters/PPL Registration Scheme - contact Community Matters London Office. [↑](#footnote-ref-2)