HIRING AGREEMENT BETWEEN THE LOOSE PARISH COUNCIL AND NAMED HIRER

Please read this document including the Schedule of Standards & Conditions of Hire (SSCH) carefully, prior to signing it.

This comprises a legal document and includes rights and responsibilities of both **'You' The Hirer** and the **Loose Parish Council**. If you are in any doubt as to the meaning or content of this document, including the Schedule of Standards & Conditions of Hire, you are advised to contact the Clerk to the Loose Parish Council or your own Solicitor for clarification.

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, Maidstone ME15 9RG.

A. This agreement is made between The Loose Parish Council (LPC) and the hirer named below, in consideration of the sum mentioned in (3) below. **The Council** agrees to permit the hirer to use the premises as described, for the purpose and periods all further described in (2) below.

(1) YOUR DETAILS

Full Name of proposed hirer/ Organisation: _____

Contact Name & Address: _____

_____

Postcode: _____

Telephone Number: _____

Email address: _____

Registered Charity no (if appropriate): _____

(2) YOUR HIRE REQUEST

Please note that times must be adhered to and should include time for setting up and clearing up

Day and Date: _____

Time from and Time to: _____

Part(s) of Premises (hall, changing rooms, field) _____

Purpose of Hiring: _____

Is the event private or public? _____

Public events may require a licence – please refer to the Standards and Conditions Item 5 and check with the Clerk if unsure.

Will alcohol be sold on the premises? _____

(3) YOUR HIRE FEE

Hire Fee: _____

Deposit: _____

£50 'refundable' security deposit (all hirers)
£35 per set of keys (new regular hirers only)

TOTAL SUM: _____

Unless otherwise stated, your security deposit will be refunded by bank transfer to the details you provide below. These details will be held securely for 21 days – see Privacy notice.

Account number: _____

Sort Code: _____

Account name: _____

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 (SSCH)". By signing this agreement, the hirer acknowledges that the Schedule of Standard Conditions of Hire, which forms part of this agreement, is understood. Also, by signing this agreement the hirer is satisfied with the 'Hirer's Privacy Notice' in line with the General Data Protection Regulation which came into force on the 25th May 2018.

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 Clerk to LPC: _____ Dated: _____

SUBMITTING YOUR HIRE AGREEMENT AND PAYMENTS

Wherever possible please scan and email your Hire Agreement as a pdf attachment, to office@loose-pc.gov.uk. Alternatively, if you would prefer to post it, then please send to:
Nicky Bourne. Clerk to Loose Parish Council, PO Box 634, Maidstone, Kent ME17 4YR.

Payments for your hire and security deposits should be made by online bank transfer, details as below:

Bank: Unity Trust Bank
Account: Loose Parish Council
Sort Code: 60-83-01
Account Number: 20360513

(Please note that we are unable to accept payments from foreign bank accounts)

If you are unable to pay by this method then we can, for the time being, still accept cheque payments. To arrange this, please phone the Clerk, Nicky Bourne, on 07855 000156. Please note that if a cheque is returned unpaid the Hirer is liable to pay any charges incurred.

FOR OFFICE USE ONLY:
Date added to RBS: _____
Date refund onto UTB: _____
Date RBS updated: _____
Bookings log updated: _____
Put on Appendix A: _____

ALTERNATIVE CONTACT NUMBER: Nicky Bourne (Clerk) - Tel: 07957 564541

PLEASE NOTE THE FOLLOWING IMPORTANT POINTS:

1. **If we are holding a provisional booking for you then payments must be made within 7 days of the booking otherwise your provisional booking will be cancelled**
2. **Your booking is not confirmed until payment is cleared and you have received our email confirmation.**
3. **A receipt is not normally sent as confirmation of payment.**
4. **Please take a phone with you, as there is not one on the premises.**
5. **Loose Parish Council have a duty of care to all persons visiting our premises, and if it is felt relevant, proof of public liability insurance (PLI) may be requested from the hirer prior to any hire taking place.**

LOOSE PARISH PAVILION & PLAYING FIELD
SCHEDULE OF STANDARDS & 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's Office, should immediately be consulted. Hire of the premises shall be deemed acceptance of each and every condition contained herein. "The Hirer" is the person signing the form either as an individual or on behalf of an 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 CIGARETTES OR E CIGARETTES OR VAPE 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 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.

vii) **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.

viii) The hirer must not tamper with the thermostat (on the wall), as the heating is pre-set for each booking. In the event of an issue with temperature, the Caretaker or Clerk should be contacted. The thermostatic radiator valves may be altered, but should be left on the green economy setting at the end of the session.

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

4. LICENSED ACTIVITIES

i) The hirer shall be responsible to let the LPC know if a paid bar is required for any event. **The LPC no longer holds a Licence to sell alcohol on the premises.** It is up to the hirer to obtain and pay for any required 'Temporary Events Notice' but such events are to be agreed with the Parish Council beforehand. **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.

iv) LPC DOES NOT HOLD A TV LICENCE FOR THESE PREMISES so you will be committing a criminal offence if, on these premises, you watch or record live TV programmes on any channel, or download or watch BBC programmes on iPlayer or any other app. This will apply to all devices, including TVs, desktop/laptop computers, mobile phones, tablets, games consoles, digital boxes or DVD/VHS recorders.

5. PUBLIC EVENTS NOTICE (N.B. At least 12 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 Safety Advisory Group email safetyadvisorygroup@maidstone.gov.uk with a view to providing them with a full 'Events Plan & Event Notification Form'. A copy of this documentation is to be given to the Loose Parish Council before the hire is confirmed. If it is deemed that these documents are not required then the Clerk's Office will inform the hirer.

Reference is also made to LPC 'Policy for booking the Parish Pavilion and open spaces' & Policy for 'the use of the King George V Playing Field/Brooks field'.

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 showing emergency exits, alarms, fire-fighting equipment, water supply stopcock and fuse box locations is displayed by the entrance. 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/Clerk's Office.
- **The hirer** shall undertake a headcount/or register names of all persons in attendance during any hiring period.
- **The hirer** shall ensure their guests/attendees are instructed as to the emergency procedures, especially the fire evacuation drill (including location of the fire exits and the fire assembly point).

- **The hirer** is encouraged to carry out a fire evacuation drill to prepare attendees for a real fire emergency response, so they know what to expect and how to respond safely, particularly if a group contains young persons.
- **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).
- **The hirer** shall personally contact the fire service at any outbreak of fire by dialling **999.**
- **The hirer** shall personally contact the Clerk's office 07855 000156 or 07957 564541.
- **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 portable electrical equipment 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. Items over one year old should be PAT tested and display current certification.

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. **The hirer** to open the door, 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

v) 'Bouncy Castles' or any inflatable apparatus - N.B. these are not covered by Loose Parish Council insurance.

The hirer shall ensure that evidence is received from the Bouncy Castle/ other inflatable apparatus owner/s that up to date Public Liability Insurance (PLI) up to £10 million cover is received. It is also suggested by the Loose Parish Council that should any owner of inflatable apparatus not supervise the use of their equipment that PLI be taken out by **the hirer.**

The Loose Parish Council will not be liable for any claim whatsoever regarding any Bouncy Castles or other inflatable apparatus, whether they are sited inside the Pavilion or outside of the building.

(We also wish to point out **Appendix B** recommendations of number of persons and use of space inside Pavilion).

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.

iii) The hirer shall provide evidence of up-to-date public liability insurance (PLI) should the Clerks' office require it.

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. COMPLIANCE WITH PREVENT DUTY

i) Section 26 of the Counter-Terrorism and Security Act 2015 places a duty on certain bodies, in the exercise of their functions, to have "due regard to the need to prevent people from being drawn into terrorism". This is known as the Prevent Duty. In complying with the Prevent Duty, there is an expectation that Loose Parish Council will ensure that their venues and resources do not provide a platform for extremists and are not used to disseminate extremist views. Therefore, **the hirer** is not to use the facilities or resources to espouse violent and/or non-violent extremist views.

The Government have defined extremism as "vocal or active opposition to our fundamental values, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. We also include in the definition of extremism, calls for the death of members of our armed forces."

ii) To comply with Prevent Duty, when taking bookings, Loose Parish Council will make the government-advised due diligence checks on an individual hirer or organisation and the purpose of their booking.

10. 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) Loose Parish Council 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 as 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 Loose Parish Council may waive this condition at its discretion.

iv) REGULAR HIRERS are required to give at least 4 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 direct bank transfer to Loose Parish Council on the details below (unless a cheque payment has been previously agreed with the Parish Council). A hiring will not be treated as confirmed until payment, in full as described, has cleared through the banking system.

ii) The Loose Parish Council shall refund all deposits due after the hiring period within 31 days.

iii) If an invoice is sent to a **regular hirer** then payment should be made within **14 days** of receipt of invoice.

iii) In the case of new **regular hirers,** 4 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.

11. 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. All Hirers store items at their own risk, and the LPC is not responsible for anything which may be missing/damaged at any time.

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.**

ADDITIONAL CONDITIONS

The following conditions also apply for hirers using the:-

1. Changing Rooms & Hallway

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's Office 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's Office 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 considerately cleaned. Under **no circumstances** should weed killer or any pesticides be used to mark out the lines on the pitch, as this practice contravenes the Environment Protection act 1985, and FA regulations, and is detrimental to other users of the field.

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

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 a member of the parish council staff.

v) **The hirer** shall not under any circumstances mow the field to shorten the grass for any outside activities. The LPC MUST be informed if it is felt the grass needs cutting for a scheduled match

APPENDIX A

IN THE EVENT OF A FIRE

1. ALERT EVERYONE - SHOUT "FIRE!!!" AND SOUND A ROTARY GONG (The smoke detectors will sound automatically)

2. LEAVE THE BUILDING BY THE NEAREST AVAILABLE EXIT

3. CONGREGATE AT THE FIRE ASSEMBLY POINT (adjacent to the younger children's play area)

4. RING THE FIRE SERVICE - DIAL 999

ADDRESS: LOOSE PARISH PAVILION, KING GEORGE V PLAYING FIELD, WALNUT TREE LANE, LOOSE, MAIDSTONE, ME15 9RG.

5. RING THE PARISH COUNCIL - Clerk 07855 000156 or 07957 564541

6. DO NOT RE-ENTER THE BUILDING UNDER ANY CIRCUMSTANCES

DO NOT TAKE RISKS

ONLY USE FIRE APPLIANCES IF IT IS FELT IT WOULD BE SAFE TO DO SO

NOTE THERE IS NO PHONE ON THE PREMISES

APPENDIX B - SAFE OCCUPANCY

Based on an exercise carried out by Jan Capon (Former Clerk) and Malcolm Summers (Former LPC Chairman) on 30 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. (It did not take into account children's chairs or tables).

- **Size of hall is 94.4 sq m** (Approximately 8m x 12m)
- **Height of Hall is 2.636m** (Height of Hall to lights = 2.555m)
- **Number of available adult chairs are 81 (mix of blue and pink upholstered).**
- **Number of available adult height tables are 16.**

Fire evacuation at hall - allowing 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, 3 mins in total 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 =99chairs. This would allow for fire exits to be clear, (i.e.1.05metres from the nearest chair to the fire exit). Space would also be available for 4 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 maximum 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 allow empty floor space for display purposes, or to allow tables to be placed in ad-hoc block formats, the size of this area should 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 Document 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