

## External Room Booking Form and Hiring Agreement

### 1. Hirer's details

Name and Surname: \_\_\_\_\_ Organisation: \_\_\_\_\_  
 Tel. (day): \_\_\_\_\_ Address 1: \_\_\_\_\_  
 Tel. (mobile): \_\_\_\_\_ Address 2: \_\_\_\_\_  
 Email: \_\_\_\_\_ Post Code: \_\_\_\_\_

### 2. Hire details

Purpose of hire (description of hire): \_\_\_\_\_

Date of hire: \_\_\_\_\_

Time of hire (hours)\*: \_\_\_\_\_

\*Venue availability: Mon - Fri: 9.00 – 20.00; Sat: 9.00 – 16.00. Setting up and tidying away is included within the hired time and is hirer's responsibility.

Number of event participants: \_\_\_\_\_

(please refer to event participation maximum numbers in the below table)

The hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.

### 3. Premises

Whole of building (please circle correct): Yes/No

If part of building, please specify:

Room Please tick required room(s)	Room layout Please tick requested room layout if choosing room with multiple options	Maximum number of participants (for chosen layout)	Prices for hire
<input type="checkbox"/> <b>Conference Room</b> (Including laptop and overhead projector)	<input type="checkbox"/> 'Board Room' style	20	½ day (4 hours) - £100 full day (8hours) - £145
	<input type="checkbox"/> 'U-shape' style	18	
	<input type="checkbox"/> 'Class Room' style	25	
	<input type="checkbox"/> 'Theatre' style	35	
<input type="checkbox"/> <b>Training Room</b> (Including SMART TV but requires device with HDMI connection)	<input type="checkbox"/> 'Board Room' style	12	½ day (4 hours) - £80 full day (8 hours) -£120
	<input type="checkbox"/> 'U-shape' style	Not feasible	
	<input type="checkbox"/> 'Class Room' style	16	
	<input type="checkbox"/> 'Theatre' style	16	
<input type="checkbox"/> <b>Multi-purpose Room</b>	'Exercises Room' style	25	£25 per hour
<input type="checkbox"/> <b>Hair &amp; Beauty Room</b>			½ day (4 hours) - £15 full day (8hours) - £30
<input type="checkbox"/> <b>Therapy Room</b>			½ day (4hours) - £15 full day (8hours) - £30
<input type="checkbox"/> <b>Communal Area</b>		115	£62.50 per hour. Subject of agreement
<input type="checkbox"/> <b>Swimming Pool</b>		20	Prices and availability subject of agreement

Equipment required (please tick):

- Project/Screen
- Lap Top
- Flip Chart
- Stationery\* (please specify: \_\_\_\_\_)

\*Subject of additional charges

It is the hirer's responsibility to agree with event co-ordinators the final room layout and additional equipment prior to finalising this Agreement. Any changes required after the submission of this agreement will be considered but cannot be guaranteed by the centre.

All equipment must be returned to its rightful place and the facility left clean and tidy.

**4. Storage of equipment?** Yes/No

**5. Housekeeping and Health and Safety**

Centre specific Health and Safety and housekeeping information are displayed in the communal parts of the Centre. Detailed instructions and room-relevant information are displayed in each room. It is the hirer's obligation, to make event coordinators aware of this information, It is the event coordinators' responsibility, to familiarise themselves or their representatives with relevant Health and Safety procedures for the centre.

5.1. Alcohol

Will be alcohol consumed during the hire? Yes / No

If you have answered yes to the above question, you will need to seek written permission from the Organisation in order for a bar to be provided. The Organisation will require you to meet with its Authorised Representative to discuss the Centre's licensing obligations, your responsibility and its "Think25" policy.

**6. Hire fee**

Deposit (if requested) \*: £ \_\_\_\_\_

Balance: £ \_\_\_\_\_

**The total room hire fee: £ \_\_\_\_\_**

\* The Hirer shall pay as a deposit at least half of the cost of the booking, the balance of the booking fee being payable 2 days before the event for which the premises are hired

Payment Terms (please tick):

- Cash
- Credit/Debit Card
- Invoice\*
- Monthly Invoice

If invoiced, is a Purchase Order required to be entered on the invoice? Yes/No

If yes, then please provide Purchase Order No.: \_\_\_\_\_

Invoices for new customers are issued in advance and payment is due prior to the hire date. Regular customers will be provided with invoices on monthly basis and required to complete payments within 30 days. Accounts that are in arrears of 90 days' delay in payment, will result in the termination of the Hire Agreement with all future bookings suspended until the arrears has been satisfied

If the hirer believes there is an inaccuracy, they should inform the Centre Manager immediately via email.

Registered Charity? Yes/No

## 7. Cancellations

Peabody will, where possible, give the hirer one month's notice if the centre will be unavailable but reserves the right to cancel the booking at any time if circumstances require it.

The hirer will require the necessary licenses and public liability insurance for events and be able to provide these to the centre's management if requested.

Cancellation will be free of charge if the centre is notified more than 2 weeks in advance of your event date. Any cancellation received with less than two weeks' notice will incur a 20% administration charge, booking cancellations with less than a week's notice will incur a 40% administration charge and any cancellation occurring within 24 hours will incur a 100% administration charge.

## Hiring Agreement

In consideration of the hire fee described in clauses 6. and 7., Peabody acting by its Committee agrees to permit the Hirer described in clause 1. to use the premises described in clause 3. for the period(s) and purpose described in clause 2. The details inserted in clauses 2. - 7. Are the terms of this Agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

The Hirer agrees with the Peabody representatives to be present (by the Hirer's authorised representative, if appropriate) during the hiring and to comply fully with the above Hire Agreement.

It is hereby agreed that the Standard Conditions of Hire, together with any additional conditions imposed, that Peabody deems necessary, shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between Peabody and the Hirer.

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contract (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

### Declaration

I have read and understood the above Terms and Conditions and the standard Terms and Conditions (attached) and agree to comply with these fully. I understand that I am fully responsible for the conduct of all persons attending the centre in connection with the above event I have hired the venue for. I have also read and completed the Hire Agreement and agree to comply with all terms stated there in.

N.B. Your booking will not be processed if this box is not ticked.

Signed (Hirer) \_\_\_\_\_

Date

Signed (Peabody)



Date

## Terms & Conditions

### Peabody Standard Terms and Conditions of Hire for the Centre

These standard conditions apply to all hiring of the Organisations premises. If the Hirer is in any doubt as to the meaning of the following, the Manager or other relevant person should immediately be consulted.

#### 1. **Age**

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

#### 2. **Supervision**

The Hirer shall, during the person of the 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; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements and participants exiting the premises

As directed by the Organisation, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

#### 3. **Use of premises**

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-let 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 nor allow the consumption of alcohol thereon without written permission. Further the hirer should produce on demand to the HLC relevant documents including but not exclusive Risk Assessments / Qualifications / Insurance details etc.

#### 4. **Gaming, betting and lotteries**

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.

#### 5. **Licensable activities**

The Hirer shall ensure that the Organisation holds a PRS for Music Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio television or by performers in person. If other licences are required in respect of any activity in the premises, the Hirer should ensure that they hold the relevant licence or that the Organisation holds it.

#### 6. **Public safety compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Centre's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is provided, or which is attended by children. The hirer will also comply with the Organisations health and safety policy .

The Hirer acknowledges that they have received instruction in the following matters:

Action to be taken in event of fire; this includes call the Fire Service and evacuating, the facility,

The location of fire equipment. (including diagram)

Escape routes and the need to keep them clear;

Method of operation escape door fastenings;

Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

In advance of an entertainment or play the Hirer shall check the following items:

That all fire exits are unlocked and panic bolts in good working order;

That all escape routes are free of obstruction and can be safely use;

That any fire doors are not wedged open; that exit signs are illuminated;

That there is no obvious fire hazard on the premises

#### 7. **Means of escape**

a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

- b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

**8. Outbreaks of fire**

The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Manager.

**9. Health and hygiene**

The Hirer shall, if preparing or serving food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Safety (Temperature Control) Regulations 1995. The premises are provided with a refrigerator and thermometer.

**10. Electrical appliance safely**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989 and any subsequent legislation. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

**11. Insurance and indemnity**

The Hirer shall be liable for:

- a) The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises;
- b) All claims, losses, damages and costs made against or incurred by the Organisation, its 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 Organisation, 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, subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Organisations Board and the Organisations employees, volunteers, agents and invitees against such liabilities.

The Organisation shall take out adequate insurance to insure the liabilities described in sub-clauses (a) –(c) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) and (c) above. The Organisation shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Organisations Committee and the Organisations employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

Where the Organisation does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Organisations authorised representative. Failure to produce such policy and evidence of cover will render the hiring void and enable the Organisation to rehire the premises to another hirer.

The Organisation is insured against any claims arising out of its own negligence.

**12. Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public to the Organisations Authorised Representative (named in 1.2 of the Hiring of the Hiring Agreement) or, failing that, to a member of the Organisations Committee as soon as possible and complete the relevant section in the Organisations accident book. Any failure of equipment belonging to the Organisation or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported. The Authorised Representative will give assistance in making this report. This is in accordance with the Reporting of Injuries, Diseases and Dangerous occurrences Regulations 1995 (RIDDOR).

**13. Explosives and flammable substances**

The Hirer shall ensure that

- a) Highly flammable substances are not brought into, or used in any part of, the premises and that,
- b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Organisation. No decorations are to be put up near light fittings or heaters.

**14. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Organisation. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

**15. Drunk and disorderly behaviour and supply of illegal drugs**

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 disorder way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

Any hire which includes the serving of alcohol will only be allowed after a meeting with the hirer and an appointed representative of the Organisation has taken place to explain the licence arrangements, the Hirers responsibilities and the Centre's "Think21" policy.

**16. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Organisation. No animals whatsoever are to enter the kitchen at any time.

**17. Compliance with the Children Act 1989 and subsequent legislation, including work with vulnerable adults**

The Hirer shall ensure that any activities for children under eight years of age comply with the provision of The Children Act of 1989 and subsequent legislation and that only fit and proper persons who have passed the appropriate Criminal Records Bureau (CRB) checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Organisation with a copy of their CRB Check and Child Protection Policy on request.

**18. Fly posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisement for any event taking place at the premises and shall indemnify and keep indemnified each member of the Organisations Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

**19. Sale of goods**

The Hirer shall, if selling goods on the premises, comply with Fair Trading laws and any code of practices used 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.

**20. Film shows**

Children shall be restricted from viewing age restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

**21. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Organisation is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Organisation. The Organisation reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- a) the Organisation reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
- b) unlawful or unsuitable activities will take place the premises as a result of this hiring;
- c) the premises becoming unfit for the use intended by the Hirer;
- d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Organisation shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

**22. End of hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition and any contents temporarily removed from their usual positions properly replaced.

**23. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

**24. Stored equipment**

The Organisation accepts no responsibility for any stored equipment or other property brought to or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property (other than agreed stored equipment) must be removed at the end of each hiring, or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Organisation may use its discretion in any of the following circumstances:

Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Organisation disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any cost incurred in storing and selling or otherwise disposing of the same.

**25. No alterations**

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Authorised Representative. The Hirer must remove all such articles at the end of the hiring unless otherwise agree with the Organisation. Any unauthorised articles left on the premises will be disposed of by the Organisation as it thinks fit. The Hirer will make good to the satisfaction of the Organisation any damage caused by such installation and removal.

**26. No rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

**27. Dangerous and unsuitable performances**

Performances involving danger to the public or of a sexually explicit nature shall not be given.