 **Hire Agreement**

**DATED** …………………………………………

## PARTIES

1. The Florence Park Community Association acting by its Management Committee (‘The Association’)
2. The person or organisation named in clause 1.3 (‘the Hirer’).

*The Parties agree that*:

1. In consideration of the hire fee, the Association agrees to permit the Hirer to use the premises for the specific period(s) and purpose described below.
2. The details inserted in sub-clauses 1.1 to 1.6 below and the responses to the questions in Clauses 1 and 2 are 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.

## Date(s) required:

Date: …..………………………………………

Time required (*including Preparation and Clear up Time*) From: ……………………………….. To: …………………………………………

For every booking we are limiting our bar hours to be available for a total of 4.5hrs maximum (ie from 7pm until bar closed and guests are all gone by 11.30pm OR bar from 2.30pm – bar closed and guests left by 7pm etc), of course you can hire time before the bar open hours for setting up your party and after to clear up.

* 1. **The Association** Registered Charity No 1159506

Authorised Representative ………………………………………………………………………..

Address: Florence Park Community Centre, Cornwallis Road, Cowley, Oxford OX4 3NH

## The Hirer

Name ………………………………………………………………….……

Organisation ………………………………………………………………

Address ……………………………………………………………………….…………………………………………………………….

Telephone Number(s) …………………………………………………………………………………………………………….....

Email address ………………………………………………………………

# Charity Number 1159506

## Hire Fee

**Please see the ‘Room Hire Prices’ sheet for information about booking costs.**

Hire of Main Hall £.................

Hire of Front room (Lounge) £.................

Hire of Kitchen (£10 or £15 with cooker) £……………….

Use of AV/Projector/Microphone (£10) £………………..

Use of Garden with Main hall booking (£10) £………………..

Bouncy Castle electricity surcharge (£20) £................. \*\*This is NOT to hire a B’Castle

Extra Bar staff member (£30 if required) £.................

## £1 Donation to the Community Centre £………………

**Hire Amount Due** **£.................**

Refundable Deposit (£50) **Also Due** £..................

**TOTAL AMOUNT Due (Hire & Deposit) £……………….**

The total amount of hall costs due is payable **at least 2 weeks** before the event for which the premises are hired. **For Bookings in Nov & Dec at least 1 month.**

**Deposit**

**The Hirer shall pay £50 as a deposit** on the signing of this Agreement, **this will secure the date**.

The deposit will be refunded within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents, no extra time has been used, no extra cleaning resulted nor have any complaints been made to the Association about alcohol, noise or other disturbance during the period of the hiring as a result of the hiring.

## Cancellation Policy:

* . Once the **deposit** has been paid if you cancel at any time £10 will be withheld.
* . If you cancel 3 weeks in advance of the booking £20 will be withheld.
* . Two weeks in advance of the booking £25 will be withheld.
* . One week (& therefore after the hall cost has been paid) £30 or 50% of the room hire cost – whichever is the greater.
* These charges apply to all evening (after 7pm) or weekend (Friday, Saturday Sunday any time) bookings.

For Bookings on Fri, Sat & Sun in November and December the cancellation fees will be:

* Once the **deposit** has been paid if you cancel at any time £30 will be withheld.
* If you cancel 3 weeks in advance (& therefore after the hall cost has been paid) £50 or 50% of the room hire cost – **whichever is the greater**.
* Use of Glitter or Confetti on any day will result in £20 automatic deduction from your deposit
* Chalk drawings or markings inside or outside will result in an automatic £10 deduction from your deposit
* Failure to remove any gas canisters will also result in a £20 deduction from your deposit

## Rooms and facilities required

|  |  |  |  |
| --- | --- | --- | --- |
| Main Hall (capacity 100) | Yes / No | Front room (capacity 30) | Yes / No |
| Bar\* | Yes / No | Kitchen | Yes / No |
| Outside areas | Yes / No | If yes please specify: |  |
| Storage of equipment | Yes / No | If yes please specify: |

*PLEASE NOTE: Daytime access before 9.00am is by pre-arrangement only, and applicants should give one week’s notice*

## Purpose/description of hiring.

Hours Bar needed for (From: ...................... To: ................................)

*. \*The room hire price includes the services of one barman. If you have over 50 guests, an additional barman will be required at a cost to the hirer of £30*

How Many People Attending (Aprox) ……………………………………………

Will you be using a sound system/having live or recorded music …………………………………………………..

Where did you hear about us …………………………………………………………………………………

What is the nature of your group and activity or event? ………………………………………………

|  |  |
| --- | --- |
| Does the activity contribute to the FPCA’s charitable aims?1 | Yes/No |
| Is the group / hirer a local resident (within the area of benefit)?2 | Yes/No |
| Is the group / hirer an FPCA affiliated group, FPCA member or associate member? | Yes/No |
| Is the group / hirer non-profit? | Yes/No |
| Will this be a public or private event? | Public/Private |
| Is the hire for commercial use? | Yes/No |
| Is food to be provided at the event? | Yes/No |
|  |  |

1. *Broadly, FPCA’s aims are to provide facilities for recreation and leisure for the social or educational benefit of Florence Park’s residents.*

*2. FPCA’s area of benefit is defined by the area bounded by the Oxford Road, Between Towns Road and Church*

*Cowley Road (including Eleanor Close), Henley Avenue, and the Boundary Brook. See website for details.*

* 1. The hirer agrees not to exceed the maximum permitted number of people per room including the organisers and any performers. This is to meet fire regulations and is a mandatory condition of the centre’s premises licence.

1. The Association has a Premises Licence and other permissions authorising the following regulated entertainment and licensable activities at the times indicated. Please indicate which licensable activities will take place at your event by ticking in the right hand column:

|  |  |  |
| --- | --- | --- |
| **The Centre is licensed for\*:** | **At these times:** | **Please tick if your event will** |
| Supply of alcohol | Mon – Thurs 12:00 to 23:30  Fri & Sat 12:00 to 00:00  Sunday 12:00 to 23:00 |  |
|  |  |
| Indoor sporting events | Mon 12:00 to 23:30  Tues & Thurs 12:00 to 23:00  Weds 12:00 to 23:30  Fri & Sat 12:00 to 00:00  Sun 12:00 to 23:00 |  |
| Live music, Plays,  & Recorded Music & Performance of dance | Mon – Thurs 12:00 to 23:30  Fri & Sat 12:00 to 00:00  Sunday 12:00 to 23:00 |  |
| & Anything of a similar |  |  |
| Nature to live music or dance |  |  |
|  |  |  |
| Films | Mon – Thurs 12:00 to 23:30  Fri - Sun 12:00 to 00:00 |  |

* 1. Where a licensable activity will take place, the hirer hereby acknowledges receipt of a copy of the conditions of the Premises Licence (available on www.florenceparkcommunitycentre.org.uk), in accordance with which the hiring must be undertaken and agrees to comply with all obligations therein.
  2. In order to hold a licensable activity on the premises or on part of the premises not covered by the hall’s Premises Licence, or where a hall does not have a Premises Licence, a Temporary Event Notice (TEN) will need to be given to the licensing authority. The Hirer shall obtain the written consent of the Management Committee on the form provided for this purpose before giving the licensing authority a TEN. (the form is available on www.florenceparkcommunitycentre.org.uk). Failure to do so will result in

cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises.

**2.3** If alcohol will be available at your event you will need to seek written confirmation from the Association in order for a bar to be provided by or arranged with the Association's Designated Premises Supervisor or for a Temporary Event Notice to be given for the event. **Your own alcohol can NOT be bought onto the premises.**

1. The Hirer (or the Hirer’s authorised representative if appropriate) agrees with the Association to be present during the hiring and to comply fully with this Hire Agreement and the 'Rules for Hiring'
2. It is hereby agreed that the General Rules for Hiring and Conditions Governing the Use of Florence Park Community Centre, together with any additional conditions imposed under the Premises Licence or that the Association deems necessary, shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Association and the Hirer.
3. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.
4. Privacy Statement & Data Protection Policy

Please see website for full policy. Or contact [Florenceparkcommunitycentre@gamil.com](mailto:Florenceparkcommunitycentre@gamil.com) / 07864028591 for a copy

(I have read and understood **Florence Park Community Association’s** Data Privacy Policy. By proceeding, I consent to my personal data being collected and used as stated in the Privacy Notice)

1. The hirer shall have full control of all activities and have adequate staff with appropriate training and experience to supervise all activities undertaken. The hirer shall comply with all health and safety legislation including the Health and Safety at Work Act and associated regulations, including those for food hygiene.
2. Risk Assessments: If running a class, group, putting on a play or gig. Or anything where an entrance fee or charge is applied you must have a risk assessment and send through a copy if requested.
3. **Hirers agree to be apprise themselves of the FPCC safeguarding policy (see website)**.

Where a safeguarding incident occurs during an outside organisations or individual’s hire or use of the community centre, that organisation or individual is required by the terms of the hiring agreement to report that incident to the Manager and to inform the Manager of steps taken in relation to the incident.

**9.1** Business Hirers: should have arrangements in place, if applicable, for safeguarding children and vulnerable adults which meet legal requirements (including DBS where appropriate).

**9.2** Private Parties: Parents or guardians are responsible for the safety of their own children while at the event. It is the hirer's responsibility to collect the relevant safeguarding information from any entertainers or similar.

1. Signed by the person named at 1.3(c) above, duly authorised, on behalf of the Hirer:

………………………………………………………………………….

Signed by the person named at 1.2(b) above, duly authorised, on behalf of the Association:

…………………………………………………………

Date …………….

## Charity Number 1159506

## Policy edited 19.06.23

## Next review due June 2024