



# **Community Hub Hire Agreement**

Version 1.0



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# Summary of Changes

| Date     | Version | Author  | Description of Changes |
|----------|---------|---------|------------------------|
| 05/01/24 | 1.0     | A Ahmed | Initial Release.       |

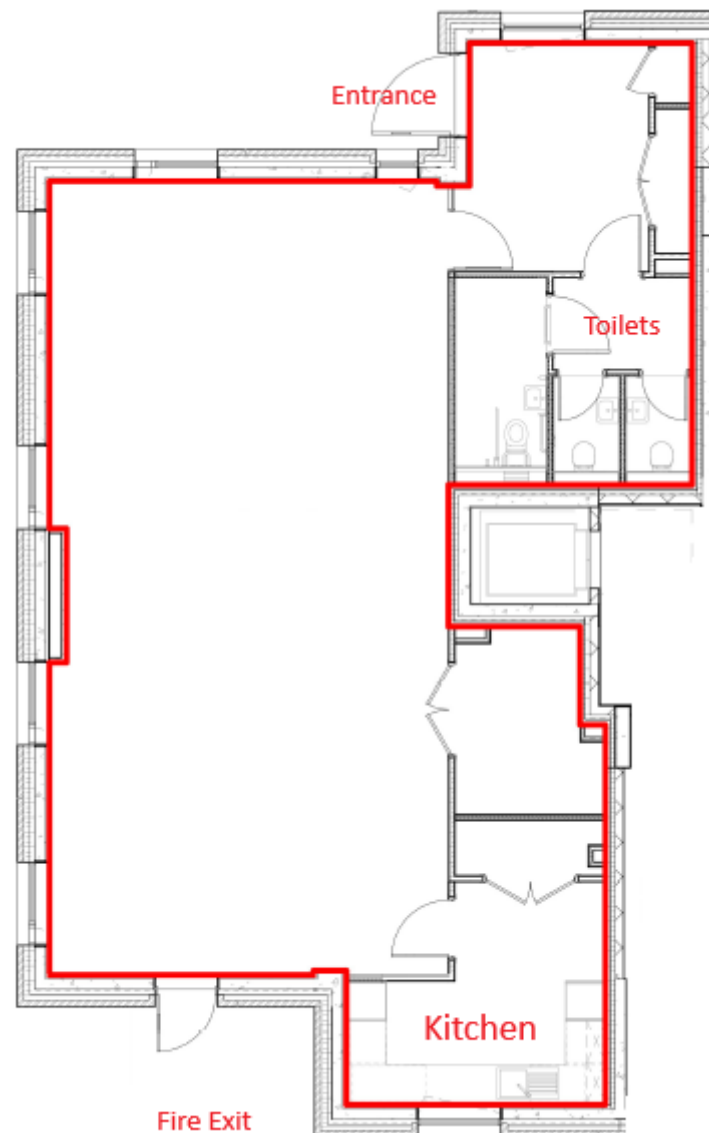
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## 1 Introduction

- 1.1 The Leftley Sports Club (LSC) warmly welcomes hirers and their guests. Please read through these terms and conditions and contact us if you have any queries.
- 1.2 The following terms are used in this document:
  - **Community Hub:** The premises known as the LSC Community Hub;
  - **Hirer:** Any organisation, group or individual entering into an agreement for use of the Community Hub.
- 1.3 The hirer is required to be at least 18 years of age.
- 1.4 Hiring of the Community Hub to any organisation, group or individual is at the absolute discretion of the LSC Trustees or any other member of staff or volunteer who has the authority to act on behalf of the LSC.
- 1.5 Hirers and their guests are required to treat all users and staff with respect.
- 1.6 The Hirer (or any other person authorised in writing to the LSC by the Hirer) must be always present during the hire period.
- 1.7 The Hirer (or their authorised representative) must not leave the premises at the end of hire until a Community Hub Hire Report Form has been completed and signed.
- 1.8 There are **no parking facilities** available to Hirers or their guests and the Hirer must ensure their guests do not inconvenience local residents by parking illegally. **The Hirer will forfeit their deposit should they or their guests park fail to adhere to these terms.**
- 1.9 The Hirer must always allow LSC staff access to the premises during the period of hire.

## 2 Facilities & Services



- 2.1 The area of the Community Hub is **12m x 6m (72m<sup>2</sup>)** and can accommodate **80-100** people seated.
- 2.2 There are toilets by the entrance to the building including an accessible toilet for disabled users.
- 2.3 A kitchen is also available containing a fridge/freezer and microwave. No cooking facilities are available at the Community Hub.
- 2.4 No other areas of the Community Hub are included in the hire.
- 2.5 It is the responsibility of the hirer to ensure the premises are inspected prior to a booking and that the facilities are suitable for the hire.
- 2.6 Inventory of tables and chairs:

| Item   | Quantity |
|--------|----------|
| Chairs | 80       |
| Tables | 10       |

- 2.7 The Hirer will be required to take up the cleaning service offered through the LSC cleaner who will ensure the centre is vacuumed and mopped at the end of the hire period to the required standard.
- 2.8 Where the Light Cleaning Service has been waived, the hirer must ensure the centre is left in the same state it was in at the start of hire and all areas have been vacuumed and mopped. This must be completed within the hire period and the centre must be vacated on or before the end of the hire period.
- 2.9 Should the cleaning not be to the LSC's satisfaction, and the cleaner has to be contracted to complete the work, the Hirer will be charged an **additional fee of £30**.

### 3 Bookings

- 3.1 Bookings can only be made using the official online booking form on the LSC website (<http://www.leftleysportsclub.org.uk/>).
- 3.2 Acceptance of the booking form does not imply acceptance of a booking.
- 3.3 Bookings will not be accepted from anyone under the age of 18.
- 3.4 The booking form must disclose full details of proposed use including:
- the purpose of the booking detailing subject matter to be covered;
  - the age range of the expected participants;
  - DBS certificates where relevant.
- 3.5 The hire is granted based on the details provided by the Hirer at the time of booking.
- 3.6 In the event of any variation of use by the Hirer or failure to comply with the requirements of full disclosure, the LSC reserves the right to cancel the booking.
- 3.7 The LSC may, if it deems necessary, request additional information from the Hirer.
- 3.8 The LSC reserves the right to refuse any booking. This would include events or activities which the LSC considers:
- to be an inappropriate use of the Community Hub;
  - may present a threat to public safety;
  - may promote or incite hatred or violence against others;
  - likely to create a disturbance or inconvenience to the residents in the neighbourhood;
  - to be in conflict with any of the LSC's policies or its aims and objectives;
  - may embroil the LSC in disrepute.
- 3.9 The LSC is not required to provide any reasons for refusing bookings.

### Provisional Booking

- 3.10 If the booking is approved, the Hirer will be informed via e-mail or phone. The booking will be considered provisional until the initial payment (see 5) has been received.
- 3.11 A provisional booking does not constitute a legal agreement between the parties.
- 3.12 A provisional booking will be held for a maximum of 7 days.

## Confirmed Booking

3.13 A provisional booking will become a confirmed booking once the initial payment (see 5) has been received.

## 4 Prices

- 4.1 Hire charges listed below are valid for bookings made up to 2 months in advance.
- 4.2 The LSC reserves the right to increase hire charges and will notify the Hirer giving them two months' notice.
- 4.3 The Hirer can then choose to accept the new charges or cancel the booking in which case any advance payments made will be returned to the Hirer.

## Charging Bands

|       | Monday  | Tuesday | Wednesday | Thursday | Friday  | Saturday | Sunday |
|-------|---------|---------|-----------|----------|---------|----------|--------|
| 09:00 | Nominal | Nominal | Nominal   | Nominal  | Nominal | Gold     | Gold   |
| 10:00 | Bronze  | Bronze  | Bronze    | Bronze   | PCH     | Gold     | Gold   |
| 11:00 | Bronze  | Bronze  | Bronze    | Bronze   | PCH     | Gold     | Gold   |
| 12:00 | Bronze  | Bronze  | Bronze    | Bronze   | PCH     | Gold     | Gold   |
| 13:00 | Bronze  | Bronze  | Bronze    | Bronze   | PCH     | Gold     | Gold   |
| 14:00 | Bronze  | Bronze  | Bronze    | Bronze   | PCH     | Gold     | Gold   |
| 15:00 | Bronze  | Bronze  | Bronze    | Bronze   | Bronze  | Gold     | Gold   |
| 16:00 | Silver  | Silver  | Silver    | Silver   | Silver  | Gold     | Gold   |
| 17:00 | Silver  | Silver  | Silver    | Silver   | Silver  | Gold     | Gold   |
| 18:00 | Silver  | Silver  | Silver    | Silver   | Silver  | Gold     | Gold   |
| 19:00 | Silver  | Silver  | Silver    | Silver   | Silver  | Gold     | Gold   |
| 20:00 | Silver  | Silver  | Silver    | Silver   | Silver  | Gold     | Gold   |
| 21:00 | Silver  | Silver  | Silver    | Silver   | Silver  | Gold     | Gold   |

## Hourly Rates

|         | Non-Profit / Charity | Profit |
|---------|----------------------|--------|
| Nominal | Custom               | £30    |
| Bronze  | £20                  | £30    |
| Silver  | £25                  | £35    |
| Gold    | £30                  | £40    |

## Private/Commercial Hire Rates

| Private/Commercial Hire |              |
|-------------------------|--------------|
| PCH                     | £50 per hour |
| Cleaning Fee            | £30 per hire |



## Cleaning Fees

| Cleaning Fee                                   |               |
|--|---------------|
| Long Term Hires                                | £20 per month |
| Short Hires: Over 2 hours or with food/drinks  | £30 per hire  |
| Short Hires: Up to 2 hours with no food/drinks | £0            |

## Storage Fees

| Storage Fees                   |                 |
|--------------------------------|-----------------|
| Sole Use Storage Compartment   | £20 per month   |
| Shared Use Storage Compartment | £5-15 per month |

- 4.4 The minimum hire period is 1 hour except for Private/Commercial Events which must be hired for a minimum of 4 hours.
- 4.5 The Cleaning Fee can be waived for hires of 2 hours or less by Non-Profit organisations where food and drink is not provided to users and where the hirer leaves the Community Hub in the same condition it was in at the start of the hire.
- 4.6 For Corporate or Commercial hirers who enter into a long-term hire agreement, they may be offered the Non-Profit rate if the majority of users of the service are from the Longbridge Ward where no fee is charged. This will be at the sole discretion of the LSC Trustees. The hirer agrees to supply any evidence requested in support of their claim for the discount at any point during the term of the hire.
- 4.7 There may be equipment available for hire such as TVs, PA System, etc. Please e-mail the LSC for a list of such equipment available at the time of hire.

## 5 Payments

- 5.1 Payments must be made via bank transfer to the LSC's bank account details of which can be found on the LSC's website or in emails sent by the LSC.
- 5.2 Prices include the items confirmed to the Hirer in the e-mail response provided on receipt of the booking request. Anything not specifically mentioned in the confirmation e-mail is not included in the hire and must not be used by the Hirer or their guests.

## Short Term Hire

- 5.3 An initial payment of 50% of the total cost must be paid before a booking can be confirmed. The remaining balance must be paid at least 14 days before the date of hire.
- 5.4 For bookings less than 14 days before the required date, 100% of the total cost must be paid for a booking to be confirmed.

## Long Term Hire

- 5.5 Payments must be made monthly in advance via a standing order or direct bank transfer.
- 5.6 Hires are granted for 6 months at a time (or up to 12 months with both parties being able to exit the contract after 6 months by providing notice by letter or email before the beginning of the 5<sup>th</sup> month). The renewal of long-term hires is at the discretion of the LSC Trustees.

## 6 Deposit

- 6.1 A deposit of **£200** is required which must be paid at least 14 days before the date of hire (or at the commencement of a long-term hire agreement).
- 6.2 The LSC will aim to return the deposit, less any penalty charges (see 7), no more than 14 days after the hire date via bank transfer to the Hirer's bank account.
- 6.3 The LSC Trustees, at their sole discretion, may waive the deposit for public organisations in lieu of an undertaking for the Hirer to reimburse the LSC for any penalties that become due as detailed in section 7.
- 6.4 If the penalty charges exceed the amount of the deposit (or where a deposit was waived), an invoice for the balance will be issued to the hirer for payment within 14 days.

## 7 Penalty Charges

- 7.1 The hirer will be charged for:
  - loss or damage to property (see 12);
  - additional cleaning the LSC has to undertake which should have been done by the hirer;
  - not vacating the Community Hub before the end time as agreed on the booking form (see 7.2);
  - illegal parking by the Hirer or their guests that causes any complaints from residents;
  - serving or consuming alcohol on the premises by the Hirer or their guests;
  - other costs incurred by the LSC as a result of any breach of contract by the hirer.
- 7.2 The charge for finishing after the agreed time is **£20 for every 15 minutes**. Due to commitments to other hirers and availability of staff, the hirer may not be permitted to finish after the agreed time.
- 7.3 The Hirer will forfeit their deposit should they or any of their guests park in a manner that raises complaints to the LSC.
- 7.4 Where a penalty charge becomes due for a long term hire, the Hirer will be required to pay the charge before their next scheduled hire and the hirer will not be permitted any further use of the centre until the payment has been received in full. If the payment is not received within 7 days, the penalty charge will be deducted from the deposit and the LSC reserves the right to cancel any and all future bookings. If any monies remain due after deductions from the deposit, the Hirer is expected to settle outstanding payments within 14 days.
- 7.5 An invoice for all penalty charges will be issued to the hirer.

## 8 LSC Projects

- 8.1 Charges and rules for projects and activities run by the LSC or in partnership with the LSC will be decided by the LSC Executive Committee at the project inception.

## 9 Discounts

- 9.1 LSC members may hire the Community Hub with a 30% discount **for their personal use only**.
- 9.2 To be eligible for the discount the member must:
- have attended four out of the last six meetings or made significant contributions to the running of the LSC;
  - open the centre at the start of the hire;
  - be present at the centre for the period of hire;
  - close the centre at the end of the hire leaving it in a clean and tidy state ready for the next hire.
- 9.3 A member may only be given the discount at most once every year and will not be eligible for a discount if they have received one within the last twelve months.
- 9.4 The LSC Trustees shall have the final say on whether a discount can be offered and on the amount to be discounted. The LSC reserves the right to revoke the discount at any time.

## 10 Cancellation

- 10.1 The LSC reserves the right to cancel bookings if the Community Hub is rendered unfit for the intended use.
- 10.2 In the event of any cancellation or termination of the hiring no liability shall fall upon the LSC, or any officer of the LSC, in respect of any loss sustained or expenses incurred by the hirer, or any other person, as a result thereof.
- 10.3 If the hirer cancels the hiring following a confirmed booking, the hirer shall be liable to the LSC for any costs, expenses and losses incurred by the LSC. Depending on when the notice of cancellation is received, a percentage of the total hiring charge will be retained by the LSC (see 11.1-11.5).
- 10.4 Cancellations or terminations will only be accepted in writing or e-mail, and deemed effective upon receipt by the LSC.

## 11 Retentions

- 11.1 10% of the total cost will be retained if the cancellation is more than 28 days before the hire date.
- 11.2 50% of the total cost will be retained if the cancellation is more than 14 days but less than 28 days before the hire date.
- 11.3 100% of the total cost will be retained if the cancellation is within 7 days of the hire date. However, if another Hire is confirmed for the same date(s) then the Hirer will be entitled to a refund of 50% of the total cost.
- 11.4 Any additional arrangements made by the LSC on behalf of Hirer's (e.g. catering) which cannot be cancelled or refunded will be charged in full to the Hirer.
- 11.5 Refunds of charges, less any retentions, will be made within 14 days of cancellation and paid by bank transfer to the Hirer's bank account.

## **12 Damages, Decorations & Advertising**

- 12.1 The hirer shall ensure nails, screws or other fixings are not driven into the walls or floors or into any furniture or fittings or permit to be done anything likely to cause damage to the building or any such furniture or fittings.
- 12.2 The hirer shall repay to the LSC on demand, the cost of reinstating or replacing any part of the premises or any property, whatsoever, which is damaged, destroyed, stolen, or removed during the period of hiring.
- 12.3 The hirer shall not display and shall ensure that no other person displays any advertisements relating to the hiring by affixing the same to or utilising the support of a lamppost, guard rail, electricity relay box or any other item of street furniture except with the prior written consent of the LSC.
- 12.4 No signs, posters, banners or similar shall be attached to any wall or other part of the building without the approval of the LSC.
- 12.5 Where permission has been granted for placing signage, it should be fixed in the manner allowed by the LSC and removed at the end of the hire period.
- 12.6 The Hirer may not use the name Leftley Sports Club or LSC in any way in connection with their business other than to specify the location of the event.
- 12.7 The Hirer or their guests (whether invited or the members of the public for open events) may not distribute any leaflets outside the Community Hub without the express permission from the LSC.

## **13 Equipment & Electrical Installations**

- 13.1 The hirer shall ensure all tables and chairs are returned to the places they were taken from.
- 13.2 The hirer shall ensure any keys issued are returned as agreed at the time of hiring.
- 13.3 All electrical equipment brought into the building shall comply with the Electricity at Work Regulations, 1989. The LSC disclaims all responsibility for all claims and costs arising out of such equipment that does not so comply.
- 13.4 The hirer shall not alter, disconnect, or in any way interfere with the electricity nor install any additional lights.
- 13.5 The Hirer shall not install any “bouncy castle” or similar equipment inside the Community Hub.
- 13.6 The LSC shall not be liable for any loss or damage to equipment brought in by the hirer or their guests.

## **14 Food & Alcohol**

- 14.1 Hirers agree to comply with food hygiene laws where food is being prepared for service. No food is to be stored in the centre.
- 14.2 No food is to be cooked on a barbecue or any kind of cooking device outside of the building. All food preparation must be undertaken in the kitchen area.

- 14.3 The service and/or sale of alcohol is strictly prohibited. The LSC reserves the right to cancel the hire and require the Hirer and their guests to vacate the premises forthwith if any alcohol is found to have been brought into the Community Hub by the Hirer or their guests. The deposit will be forfeited, and no monies will be due to the Hirer.

## **15 Entertainment and Noise Levels**

- 15.1 The playing of music or other entertainment shall be restricted to the inside of the building and must cease at 8pm.
- 15.2 The hirer is responsible for ensuring that their noise levels do not disturb other activities within the building or disturb local residents.
- 15.3 If amplified sound is used, the LSC reserves the right to dictate acceptable volumes.
- 15.4 The Community Hub may not be hired for any events involving entry tickets for admission.
- 15.5 The Hirer must ensure the noise levels during arrivals or departures are not such as to cause nuisance or inconvenience to occupiers of neighbouring properties.

## **16 Waste**

- 16.1 The hirer shall ensure all areas are clean and free of litter. All bins must be emptied, and all waste disposed of in the commercial bin provided outside the Community Hub.
- 16.2 The hirer shall ensure no rubbish is left on the pavements or in the vicinity of the Community Hub and all litter is picked up and disposed of appropriately.
- 16.3 The LSC reserves the right to charge the Hirer for any additional waste disposal costs the LSC incurs due to the Hirer leaving waste on site.
- 16.4 Any property or goods belonging to the Hirer remaining in the facility after the termination of the booking period will be disposed of at the discretion of the LSC and the Hirer will be liable for any costs incurred.

## **17 Cleaning**

- 17.1 The Hirer must ensure that any breakages of glass or spillage of food or drink are cleaned up immediately.
- 17.2 At the completion of the hirer's activity all tables, chairs and other furniture must be placed in their original positions.
- 17.3 Where the hirer has not been required to pay for the Cleaning Service, they are required to ensure the floors are vacuumed/mopped and to leave the Community Hub in the same condition as it was at the start of the hire. This includes the toilets, entrances and the kitchen.
- 17.4 Where cleaning is not to the LSC's satisfaction or any damage has resulted from the cleaning, the Hirer will be liable for any additional costs incurred by the LSC to complete the cleaning.

## **18 Health & Safety**

- 18.1 Hirers, guests and members of the public are obliged at all times to fully comply with the standard health and safety rules. A copy is available on request.
- 18.2 It is illegal to smoke anywhere in the building.

- 18.3 No candles or incense sticks may be used in the building.
- 18.4 No bouncy castles or other similar inflatables may be used on or near the vicinity of the Community Hub.
- 18.5 Fire exits must be kept clear at all times.
- 18.6 Fire apparatus must not be interfered with except as necessary in the cause of fighting a fire.
- 18.7 Hirers must make themselves familiar with escape routes in the event of a fire.

## **19 Safeguarding**

- 19.1 The hirer is fully responsible for safeguarding of children (under the age of 18) and vulnerable adults where the parent or guardian of the child is not present during the hire.
- 19.2 The hirer must have safeguarding policies that govern their organisation and ensure they adhere to those policies at all times and deal with any safeguarding issues that may arise according to the relevant central and/or local government guidelines. Copies of the Safeguarding Policy will need to be provided at the time of booking or on request.
- 19.3 The Hirer will be required to supply details / copies of DBS checks or approved coaching certificates for all adults who will be in contact with or supervising children.
- 19.4 Hirers must ensure that they have appropriate adult to child ratios complying with relevant guidance.

## **20 Extreme Views**

- 20.1 The centre will not be hired to any group disseminating extremist views.

## **21 Insurance**

- 21.1 The hirer must obtain their own public liability insurance to adequately cover all liabilities for the forthcoming event for which the booking is made. LSC's own insurance will under no circumstances cover any liability for the hirer or anyone on the hirers' behalf.

## **22 Indemnity**

- 22.1 The hirer agrees to accept full responsibility and indemnify and keep indemnified the LSC against any action, claim or demand whatsoever which arises or may arise as a result of the hire.
- 22.2 The hirer agrees to accept full responsibility and indemnifies the LSC for the loss, damage or theft of any equipment, property or personal belongings.
- 22.3 The hirer fully indemnifies the LSC of all responsibility for any safeguarding issues which arise during the hire and DBS certificates (where appropriate) should be submitted to the LSC along with the hire form.

## **23 Termination**

- 23.1 The LSC reserves the right to terminate any hiring in the event of any behaviour or action which is unlawful or damaging to the Community Hub, LSC or its members. If such termination takes place, the hirer will forfeit the deposit and fees paid.

- 23.2 If for reasons beyond the control of the LSC (the LSC having used all reasonable endeavours to avoid the same) it is necessary for the LSC to close all or part of the building or cancel the booking, the LSC may (without prejudice to the rights and remedies of either party in respect of any prior breach by the other) terminate this Agreement upon reasonable prior notice (which shall be no less than 48 hours save in the case of emergency when as much notice as is reasonably possible will be given) to that effect to the hirer and in that event the LSC shall, unless there has been a breach of any of the conditions of this Agreement, return the due proportion of the amount paid for the use of the Accommodation but the hirer and other persons attending the booking shall have no further claim whatsoever against the LSC in respect of such termination of the Agreement. See also section 10.
- 23.3 In any event, and notwithstanding anything in this Agreement, the LSC will not be liable to the hirer, its guests, employees, agents or contractors for any consequential, special, or indirect loss, loss of business profits or contracts or loss of reputations to the hirer in the event of cancellation of the function or termination of this Agreement by the LSC.

## **24 Emergency Procedures**

- 24.1 The hirer must comply with the LSC's Emergency Procedures. If the fire alarm is sounded, everyone should leave the building immediately by the nearest fire exit. No one should return to the Community Hub until permission has been obtained from the LSC.
- 24.2 In the event of a fire, the emergency services shall be informed by calling 999.

## **25 English Law**

- 25.1 This Agreement shall be governed by English Law and the parties hereby submit to the jurisdiction of the English Courts.

## **26 Statutory Rights**

- 26.1 This Agreement creates no binding relationship between the parties hereto in relation to further booking nor confers on the hirer any Statutory rights under the Landlord and Tenants Acts.

## **27 Contracts (Rights of Third Parties) Act 1999**

- 27.1 Notwithstanding any other provisions herein contained noting in this Agreement for Hire confers or purports to confer any right to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not party hereto.

## **28 Responsibility**

- 28.1 Signatories to the Booking Form and this Agreement bear the responsibility for any violation of the Agreement by all guests.
- 28.2 Where the Hirer is an organisation, the Management Committee of the organisation referred to in the hiring application shall be jointly and severally liable with the Hirer for complying with this agreement.