



Terms and Conditions of Hire – The Hive @ the Jim McDonald Centre

The “Premises” referred to in this hire agreement include following areas of the The Hive @ the Jim McDonald Centre (JMC).

Please refer to the attached floor plan to see the location.

- 1) The person named in the application shall be the Hirer and shall be personally responsible for ensuring that these conditions are complied with in all respects.
- 2) The Grantor (The Hive @ the Jim McDonald Centre) and its representatives will ensure that the conditions set out in part 5 of this agreement are met.
- 3) The Premises to be hired are in part or whole of the JMC.
- 4) **THE HIRER AGREES**
 - a) To ensure that he or she or some other authorized representative is present throughout the period of hire.
 - b) To ensure that the premises are not used for any purpose other than that stated in the hiring application.
 - c) To ensure that staffs of The Hive@ the Jim McDonald Centre are allowed access to the Premises at all times during the period of hire.
 - d) To have adequate insurance to insure the hirer against any liability.
 - e) To accept full responsibility for and to indemnify Grantor against all costs, charges and claims in respect of injury to any person using the premises except such as may be caused by negligence of grantor or its staff or agents.
 - f) To compensate grantor for any damage caused to the JMC or to any apparatus chattels or appliances belonging to the Jim McDonald Centre or its staff during the period of hire or as a result of any breach of this agreement.
 - g) To compensate Grantor or any member of its staff should any theft occur of any items during the period of hire or as a result of a breach of this agreement.
 - h) To ensure that the fire apparatus on the premises and any emergency exit signage/ lighting is not interfered with.
 - i) To ensure that during the hire period, all means of exit from the premises be kept free from obstruction and immediately available for instant free public exit.
 - j) To ensure that all persons using the premises are aware of the site of fire apparatus and emergency exits and to take all proper precautions for the prevention of accidents to any persons on the Premises during the period of hire.
 - k) Not to allow more people than the number agreed with the Grantor to attend the premises at any one time
 - l) To ensure that there are adequate number of stewards and trained staff on the premises at all times to provide care and support to the people attending any event and in the case of an emergency or an evacuation.
 - m) Take proper steps to control admittance to the function and ensure that there is no intrusion or hindrance to any other event or function taking place elsewhere in the community centre.
 - n) To ensure that the activities for which the premises are hired cease in sufficient time before the time stated for completion of hire stated in the application form to enable all people to leave the premises and all

apparatus concerned with the hire to be removed or returned to and the premises is clean and tidy before the time for completion of the hire.

- o) To ensure that all facilities used are left in a clean and tidy condition.
- p) To ensure that all noise including music is kept at a reasonable level details of which can be obtained from the Environmental Health department. Please call 01707 357000 for clarification of noise level details.
- q) To Ensure that any licences including liquor or music and dancing licences required for any function are obtained from the relevant authority and that the premises are not used for any activities that require a licence unless the appropriate licence has been obtained in advance and a copy of it has been supplied to the JMC Manager at least 1 week before the event.
- r) To inspect the premises and ensure that they are suitable for the purpose for which they are hired.
- s) To ensure that the noise level during arrivals or departures is not such as to cause nuisance or inconvenience to occupiers of neighbouring properties. The Hirer will ensure that no music is played on the premises after 10:00pm.
- t) That the Hirer will have non-exclusive use of storage spaces in The Hive by prior agreement and written permission with the Grantor. The Hirer will be responsible for any of their property that is stored at the Hive and an inventory of any such equipment is provided by the Hirer. No dangerous items may be stored.
- u) The Hirer will ensure that all equipment and electrical appliances are used in a safe manner, and that the Grantor is provided with an inventory of all the portable electrical appliances used by the Hirer. Only portable electrical appliances which have a current PAT certificate may be used. The grantor reserves the right to refuse permission to use electrical items or any other equipment at the JMC.
- v) The Hirer will promptly report any accidents or injuries including any defective or damaged equipment or appliances to the JMC Manager.
- w) To not sub-let any part of the Premises to anyone else without the prior consent of the Grantor.
- x) In the event the Hirer wants to terminate this hire agreement, the Hirer will give the Grantor at least 3 month's written notice of termination. A cancellation fee will be charged where the agreement is terminated with less than 3 months' notice. This will be the full charge if less than 8 weeks' notice or half the full charge if 2 months' + notice.

5) **GRANTOR**

- A) Shall not be responsible or liable for any damage to or loss of property, articles or things placed or left on the Premises by the Hirer or any other person
- B) Reserves the right of entry to the Premises at all times during the period of hire to its staff.
- C) Reserves the right to hire all or parts of the premises at times they are not in use by the Hirer and by the consent of the Hirer during the hours of this hire.
- D) Reserves the right to allow the use of other parts of the JMC during the hire period or change the area being hired and to allow the common use of the entrance hall and toilets.
- E) Will ensure that the Premises are cleaned daily excluding weekends.
- F) Will ensure that all the portable electrical appliances used in the JMC are PAT tested annually.
- G) Will be responsible for all the utilities and the general maintenance of the JMC
- H) Staff of the Jim McDonald Centre Have delegated authority from Grantor to Act on their behalf in the council's relation to matters under this agreement.
- I) The Hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.
- J) In the event of any breach of the above conditions or in the event of any material omission from the form whenever discovered the hiring may be cancelled without prior notice in the absolute discretion of the Grantor and any charges paid including the hiring charge may be forfeited.
- K) The grantor reserves the right to terminate this agreement by giving 3 Months' Notice to the Hirer.

L) **ASSIGNMENT AND NOVATION**

The grantor reserves the absolute right to assign or novate its interest in this agreement to any third party and shall give the Hirer notice in writing of its intention to do so and the Hirer agrees that it will co-operate with said assignment or novation and enter into an agreement on the same terms with the third party.