

HIRE AGREEMENT



PARTIES:

- (1) The Bryce Institute named in clause 1.2 acting by its Management Committee ("The Bryce Institute")
- (2) The person or organisation named in clause 1.3 ("Hirer")

AGREED as follows:

1.0 In consideration payment of the hire fees described in clause 1.4, The Bryce Institute agrees to permit the Hirer to use the premises described in clause 1.5 for the purpose described in clause 1.6 for the period(s) described in clause 1.1. The answers to the questions in clauses 1.6 are terms of this agreement.

1.1	Date(s):	<i>e.g. 18th July 2018</i>	*	
	Day(s):	<i>e.g. Sunday</i>	*	
	Time Required (from)	<i>e.g. 13:00</i>	*	
	Hours required	<i>e.g. 2 hours</i>	*	
	Room(s) required	<i>e.g. The Bryce Main Hall</i>	*	

1.2 The Bryce Institute

(a)	Registered Charity no.:	233864
(b)	Authorised Representative(s):	Gordon Lawson (Secretary)
	Address:	4 Howe Court Kendal LA9 7RH
	Telephone Number:	01539 727142 07775 552906
	Email:	brycebookings@btinternet.com
	Website	www.thebryce.co.uk

1.3 Hirer

(a)	Name (if individual)	*	
(b)	Organisation (If applicable)	*	
(c)	Name of Organisation's Authorised Representative	*	
<i>Note: Person(s) signing must be 18 years of age or over</i>			
(d)	Address:	*	
(e)	Telephone No.:	Home:*	
		Mobile:*	
		Work:*	

1.4 Hire Fees

Village organisations, charitable functions, recreational activities, band practices, children's parties (11 and under)

RATE CHARGED PER HOUR (for example, if you book 2 1/2 hours, you will be charged for 3 hours)

Hire of The Bryce Main Hall	£12.00	The BATS Stage (seperate hire)	£7.00
The Cropper Room	£10.00		
The Acland Room	£9.00		
The Hoyle Room	£5.00		
The BATS Stage	FREE WITH HIRE OF THE BRYCE MAIN HALL		
The Green Room	FREE WITH HIRE OF THE BRYCE MAIN HALL		

*	All hire charges are correct as at 1st July 2018 and are subject to amendment by order of The Bryce Institute.	Date hire charges effective.
*	Charges are for each session up to and including the time stated. Time over the period will be charged at the full hourly rate. Reasonable setting up time is allowed for each session. This will usually be 15 minutes at the beginning and end of each session. However for larger events, this may be flexed at the discretion of the Secretary.	Setting up and clear up
*	A charge may be made if a booking is cancelled – 50% if within 1 week, 100% if the same day. Any charge levied will be invoiced in the normal way.	Cancellation charges.
*	Private hires will be invoiced and payment is due to the Treasurer prior to the function. A security deposit may be required and payable in advance. This covers any damage to property, buildings and compensation for leaving premises in an unacceptable condition. In the event of any damage, the Committee reserves the right to reclaim the full costs of any repairs, replacement or compensation necessary. Full refund of any security deposit will be issued within one week following the function, after an inspection of the premises.	Security Deposit charge.
*	All rooms that are to be used must be booked in the Diary – for example, if the Main Hall and Cropper Room are going to be used, both rooms must appear in the diary.	Booking diary.
*	A bar service can now be provided by The Bryce Management Committee. This is dependent on the availability of the Licencee.	Bar services.
*	By completion of this Hire Agreement, the Management Committee of the Bryce Institute (The Bryce) wishes to confirm that it is holding your email address, your postal address and telephone number (s) on our database under the "legitimate interest" basis of these regulations. Your data is stored on password protected computers and the details are only used to keep you up-to-date with Bryce related matters (which will include emails relating to bookings), including news and event information. This data is NOT shared with any third parties. It is your right to opt out of these emails and be removed from the Bryce database at any time by request to brycebookings@btinternet.com .	General Data Protection Regulations (GDPR)

1.5 Premises

Premises:

The Bryce Institute Burneside, comprising those areas currently designated as **The Bryce Main Hall, The Cropper Room, The Acland Room and The Hoyle Room**.

Storage of equipment: *(please specify details of equipment and estimated value of said equipment stored within the Bryce Institute)*

*

1.6 Purpose of Hiring

This will be private / public event*

(Delete as appropriate)

Description of function*

*

(Delete as appropriate)

Will your event require music?*

YES **NO**

Is alcohol to be provided at the event?*

YES **NO**

If yes, will alcohol be for sale?*

YES **NO**

If yes, you will need to seek written permission from the Bryce Institute Committee for a licence. (See Standard Condition 1.3)

2.0 **The Hirer agrees** with the Bryce Institute to be present (by its authorised representative, if appropriate) during the hiring and to perform the provisions and stipulations contained or referred to in the Bryce Institute's standard conditions of hire ("Standard Conditions of Hire") for the time being in force as annexed hereto (an understanding of which the Hirer acknowledges) together with the Special Conditions (if any) set out in the Schedule overleaf.

3.0 **It is hereby agreed** that the Standard Conditions of Hire together with any Special Conditions of Hire attached hereto together with any Special Conditions of Hire contained in the Schedule overleaf shall form part of the terms of the Hiring Agreement unless specifically excluded.

4.0 **Non 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 party to this Agreement.

As Witness the hand of the parties hereto:

Signed by the person named at 1.2(b) above, duly authorised, on behalf of the Bryce Institute's Management Committee:

Signed by the person named at 1.3(a) above or at 1.3(c) above (duly authorised, on behalf of the organisation named at 1.3(b) above, where applicable).

*

PLEASE NOTE

Use of the lighting and sound equipment is at the discretion of and by express permission of Burneside Amateur Theatrical Society.

Please ask for further details.

The storage of any equipment at the Bryce Institute is at the express permission of the Bryce Institute.

Responsibility for insuring any contents stored at the Bryce Institute is the responsibility of the Hirer.

The Bryce Institute accepts no responsibility should equipment stored within the building be lost, stolen or damaged.

The Bryce Institute, Burnside Standard Conditions of Hire

The standard conditions apply to all hiring of the Bryce Institute. If the Hirer is in any doubt as to the meaning of the following, the Secretary should immediately be consulted.

1.1 Supervision

The Hirer shall, during the period of hiring, be responsible for:

Supervision of the premises:

1. The fabric and contents and their care, safety from damage however slight;
2. The behaviour of all persons using the premises whatever their capacity; and
3. Proper supervision of car parking arrangements so as to avoid obstruction of the highway.

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

1.2 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-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 nor allow the consumption of alcohol thereon without written permission.

1.3 Licences

The Hirer shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor (an application for which licence cannot be made if the Bryce Institute constitution prohibits the sale or consumption of alcohol) and should check with the Secretary that the Bryce Institute holds a licence with the Performing Rights Society.

1.4 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.

1.5 Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, The Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

1.6 Health and Hygiene

The Hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

1.7 Electrical Appliance Safety

The Hirer shall ensure that any electrical appliance brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner. Where a residual circuit breaker is provided under terms of the PEL or CPL the Hirer must make use of it in the interests of public safety.

1.8 Indemnity

The Hirer shall indemnify and keep indemnified each member of the Bryce Institute Management Committee and the Bryce Institute's employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the cartilage thereof or the contents of the premises and (b) all claims 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.

(The Bryce Institute is insured against any claims arising out of its own negligence).

1.9 Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Bryce Institute's Management Committee as soon as possible and complete the relevant section in the Bryce Institute's Accident Book. Any failure of equipment either that belongs to the Bryce Institute or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Bryce Institute Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

1.10 Animals

The Hirer shall ensure that no animal (including birds) except guide dogs are brought into the premises other than for a special event agreed to by the Bryce Institute.

1.11 Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 (and any revisions made in the Children Act 2004) and that only fit and proper persons have access to the children.

1.12 Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place in the premises, and shall indemnify and keep indemnified each member of the Bryce Institute 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.

1.13 Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice 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.

1.14 Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Bryce Institute 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 Bryce Institute.

The Bryce Institute reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election;
- (b) the Bryce Institute reasonable consider that (i) such hiring could lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (c) the premises become unfit for the use intended by the Hirer.

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

1.15 End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Bryce Institute shall be at liberty to make an additional charge.

1.16 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.

1.17 Stored Equipment

The Bryce Institute accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each

The Bryce Institute, in its discretion in any of the following circumstances, namely –

- (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended; and
- (b) in respect of any other property brought onto the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

1.18 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 Secretary of the Bryce Institute. Any alterations, fixtures or fittings or attachments so approved shall at the discretion of the Bryce Institute remain in the premises at the end of the hiring and become the property of the Bryce Institute or be removed by the Hirer who must make good to the satisfaction of the Bryce Institute any damage caused to the premises by such removal.

1.19 No Rights

The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer

The Bryce Institute, Burnside Special Conditions of Hire

Special Conditions of Hire to comply with the Premises Licence issued under the Licensing Act 2003

- 2.1 The Hirer hereby acknowledges receipt of a copy of the conditions of the Premises Licence for the premises.
- 2.2 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 of the Premises Licence relating to the management and supervision of the premises are met.
- 2.3 The Hirer acknowledges that they have received instructions in the following matters:
1. The action to be taken in the event of a fire. This includes calling the fire brigade and evacuating the hall;
 2. The location and use of fire equipment (see location plan);
 3. Escape routes and the need to keep them clear;
 4. Method of operation of escape door fastenings; and
 5. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- 2.4 In advance of the entertainment or play the Hirer shall check the following items:
1. That all fire exits are unlocked and panic bolts are in good working order;
 2. That all escape routes are free of obstruction and can be safely used;
 3. That any fire doors are not wedged open;
 4. That exit signs are illuminated; and
 5. That there are no obvious fire hazards on the premises.
- 2.5 There shall, in addition to the Hirer, be a minimum of (see note 1) competent attendants on duty on the premises to assist people entering and leaving, none of who shall be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be not less than (see note 2). All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the fire brigade and evacuation procedure.
- Capacity**
- 2.6 The number of people on the premises shall not exceed for dancing, or seated (the number permitted under the entertainment or premises licence granted in respect of the premises, herein called "The Licence").
- Means of Escape**
- 2.7 All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- 2.8 The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole time the premises are occupied (if not operated by an automatic mains failure switching device).
- Outbreaks of Fire**
- 2.9 The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Secretary of the Bryce Institute.
- Dangerous Performances**
- 2.1 Performances involving danger to the public shall not be given.
- Explosives and Flammable Substances**
- 2.11 Highly flammable substances shall not be brought into, or used in any portion of the premises.
- 2.12 No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Management Committee.
- Heating**
- 2.13 No unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.
- Hours of Opening**
- 2.14 The premises shall not be used for public entertainment except between the hours of 09:00 to 01:00 (the following morning) Monday – Friday, 09:00 – 23:45 Saturday and 12:00 noon – 19:00 Sunday, unless special permission has been issued by South Lakeland District Council and by the Management Committee.
- Notes:
- The number of attendants on duty must be specified in the licence (and not less than):
- 1 2 adult attendants for up to 100 persons
3 adult attendants for 100 – 249 persons
4 adult attendants for 250 – 499 persons
 - 2 Additional attendants are required if the audience is mostly under 16, or if there are many disabled people present.