



Gull Coppice, Whiteley, Fareham, Hampshire, PO15 7LA
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 Registered Charity Number 1062300

Hiring Agreement for the Whiteley Community Centre, Gull Coppice, Whiteley, PO15 7LA

Hire Agreement for Casual Booking

1. HIRE DETAILS:

Date of Hiring:// (DD/MM/YY) Time of Hiring:

Room(s) Hired:

Purpose of Hiring:

Do you require use of the Kitchen: Yes No Do you require use of the Cooker: Yes No

2. PARTIES:

The General Committee of the Whiteley Community Association (WCA), acting by its Centre Management Team.

Name of person responsible: (the Hirer)

Organisation:

Address:

..... Tel No:

Email Address:

3. FEES:

Room Hiring Fee: hrs @ £ - Per hour = £ - Date Paid//

Cooker Use Fee: £ - Per Session Date Paid//

Damages Deposit: Cash/Cheque Card BACS = £ - Date Paid//

All fees must be paid at least one month before the event. The damages deposit will be returned to the hirer after the event if: the booking does not overrun; no breakage or damage has occurred; all furniture and/or equipment is cleaned and returned to storage; the floors/carpets are cleaned/vacuumed; all rubbish is disposed of; the kitchen is wiped down (and any items used are washed and put away); the garden is left tidy.

Bank Details for Refund: Acc. No. Sort Code /..... /..... (Details Will Be Kept Securely)

Deposit Returned: Date// Signature: (For Office Use Only)

4. CANCELLATION:

If a cancellation is made within one week of the event the damages deposit will be retained.

5. TERMS:

The WCA permits the Hirer to use that part of the premises described in paragraph 1 above, within the attached terms and conditions and within the rules for use of the centre.

The Hirer agrees to observe and perform the terms and conditions contained or referred to in the WCA Standard Conditions of Hire (v 2024.1) for the time being in force and as attached to this agreement and in the rules governing the use of the premises.

Special conditions may apply:

Declaration

Signed by..... (Please Print)

Date/...../.....

(The Hirer/for and on behalf of the Hirer)

Signed by (Please Print)

Date/...../.....

(On behalf of WCA)

Standard Conditions of Hire for the Whiteley Community Centre (v.2024.1) (‘The Premises’)

1. All hire fees, storage charges and deposits must be paid at the times stipulated in the hiring agreement. Unless otherwise stated no booking will be accepted, and the Hirer will have no right to use the premises and its facilities until all payments have been made in full.
2. Unless otherwise stated all fees must be paid at least one month before the booking. The damages deposit will be returned to the Hirer after the booking, if all fees have been paid on time; no breakage or damage has occurred; all furniture and/or equipment is cleaned and returned to storage; the floors are cleaned and/or vacuumed; all rubbish is disposed of; the kitchen is wiped down and any items used are washed and put away; the garden is left tidy.
 - a) If for any reason your booking runs past the specified finish time, as stipulated in the hiring agreement, the Community Association reserve the right to extract funds from the deposit to cover any additional costs that may be incurred.
 - b) The use of Smoke or Fog Machines is prohibited throughout the building. The use of such a machine by anyone on the premises during the booking will automatically result in the forfeiture of the Hirers deposit. Any further costs incurred by the Whiteley Community Centre as a direct result of the use of such machines will be passed onto the Hirer retrospectively by invoice.
3. The Hirer shall, on making the booking; inform the Centre’s Management Team of any requirements concerning the provision of refreshments or kitchen facilities and shall be responsible for any charges thereby incurred.
4. If the Hirer is permitted to store equipment between sessions it must be stored in such a manner as indicated by the Centre Management Team and only for as long as permitted by the Association, subject to the payment of a storage charge. No article that is deemed to be in any way dangerous or unsuitable may be stored.
5. The Association accepts no responsibility for any stored equipment or other property brought onto or left on the premises, and all liability for loss or damage is hereby excluded. All equipment and other property unless otherwise agreed must be removed at the end of the booking, otherwise fees will be levied at the existing hourly hire rate for each day or part of a day until such time as said items are removed.
6. The Association may dispose of items brought on to or stored upon the premises by sale or otherwise, and on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and/or disposing of said items in any of the following circumstances:
 - a) As financial recompense sought (in part or in full) for any of the said Hirers unpaid hiring fees.
 - b) In respect to stored equipment, failure by the Hirer either to pay any storage charges due or to remove the equipment within seven days of the termination of the booking.
 - c) In respect of any other property brought onto the premises for any purpose, failure by the Hirer to remove the property within seven days.
7. If the Hirer wishes to cancel the booking and the Whiteley Community Association is unable to facilitate a replacement, the question of the repayment of fees shall be at the discretion of the Association.
8. The Hirer shall indemnify and keep the Association and its employees or agents and any guests or invited persons indemnified against 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.
9. The Hirer shall take out adequate insurance to cover the Hirer and members of the Hirers organisation, or guests and invited persons, employees and contractors, Whiteley Community Association trustees, volunteers and staff against all claims arising as a result of the booking and, on demand, shall produce the policy or other evidence of the cover to the Centre Management Team. Failure to produce said policy or evidence thereof will render the booking void and enable the Management Team to re book the premises. The Whiteley Community Association, the Committee of the Whiteley Community Association, the Whiteley Community Centre and the Management Team of the Whiteley Community Centre cannot be held responsible in the event of accident or injuries caused or claim for damages sought as a result directly or indirectly of the Hirers booking.
10. By signing the hire agreement, the Hirer indemnifies the Association against all claims arising from their use of inflatables (bouncy castles etc.) within the Centre and its grounds. It is recommended that the Hirer obtain a suitable insurance policy to cover against claims made in the event of death, injury, or damage as the result of the use of inflatables.
11. The Hirer shall certify that all portable electrical equipment brought onto the Premises by either themselves or by any third party hired by them or on their behalf (e.g. Caterers, Entertainers etc.) has been PAT tested in line with current Health and Safety regulations. Documentary evidence must be provided before your booking can be approved.
12. No literary, dramatic, musical, film or video work shall be performed or shown at the premises without the obtaining of all necessary copyright licences. No such work shall be performed or shown without the prior consent of the Centre Management Team, and no alteration to the work shall be made after such approval is given.

Please note: The Coffee Lounge television, and any other screens owned or managed by the Association, can only be used with prior approval of the Centre Management Team. To avoid the infringement of copyright, these screens can only be used to view sports broadcasts, news channels, and music channels. The use of Blu-ray and DVD discs, and internet streaming services, is strictly prohibited.
13. The Hirer:
 - a) Shall be responsible for obtaining any necessary approvals or licences (including any alcohol licences) in connection with the hire, other than those already held by the Association.
 - b) Will comply with all conditions attaching to such approvals or licences, and will indemnify the Association against all losses, costs, damages and expenses resulting from any failures to obtain such approvals or licences or from any failure to comply with the terms and conditions of said licences or approvals.
 - c) Shall produce all such licences for the Centre Management Team before the commencement of the booking. Failure to do so will result in the cancellation of the booking with immediate effect.
14. No alcohol shall be sold, served or supplied without the prior consent of the Centre Management Team.
15. Smoking and vaping are not permitted within the Community Centre or its grounds.
16. The Hirer shall, during the booking, be responsible for:
 - a) Supervision of the premises.
 - b) Fire Safety as outlined by the Regulatory Reform (Fire Safety) Order 2005. The Hirer agrees to be the named Responsible Person for their event/booking/function and the facility hired, as outlined in the order. Please note that the maximum capacity for the Whiteley Community Centre is 140 persons, exceeding this limit will result in the immediate cancellation of the booking.
 - c) Protection of all fabrics and contents.
 - d) Safety from damage, however slight.
 - e) The behaviour of all persons using the premises, whatever their capacity.
 - f) Ensuring that persons arriving or leaving the premises during or following the booking shall do so in an orderly manner and in such a way as not to cause nuisance or annoyance to owners or occupiers of nearby properties or premises.
 - g) The observance of all regulations pertaining to the premises stipulated by the licensing justices and authorities
 - h) As directed by the Centre Management Team, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings, grounds or contents.
17. The Hirer shall not use the premises for any purpose other than that permitted under the hiring agreement and will not, without obtaining prior consent from the Centre Management Team, use or enter the premises at any times other than those permitted under the terms of the agreement.
18. The Hirer shall not assign the benefit of the Hiring Agreement. The Hirer shall not share the use of the premises with any other person or organisation other than a specified group member or guest of the original function as specified in the Hiring Agreement.
19. The Association reserves the right to terminate forthwith any entertainment, activity or meeting permitted under the terms of the Hiring Agreement that is not properly conducted. Under such circumstances any refund will be at the discretion of the General Committee of the Whiteley Community Association.
20. The Association reserves the right to cancel a booking in the event of the premises being required for use as a Polling Station. In such a case a full refund will be given.
21. The Association reserves the right to terminate the agreement between the parties, or make alterations to this agreement, or to impose an increase to the hire charges, without consultation. One month’s notice will be given in writing. Hire charges will be refunded if deemed appropriate.

The booking may be terminated by notice from the Centre Management Team if:

 - a) Any fee, storage charge or deposit due under the hiring agreement is not paid on time or in full.
 - b) The room hired under the terms of this agreement is required for another purpose.
 - c) Any of the terms and conditions specified within this agreement are not met in full.
22. 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 express permission of the Centre Management Team. Any alteration, fixture, fitting or attachment shall, at the discretion of the Centre Management Team be removed by the Hirer who must make good any damage caused to the premises by such removal.
23. The Hirer shall, if selling goods on the premises, comply with fair trading laws and local codes of practice and conduct issued 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 organisers name and address, and any discounts offered are based only on the manufacturers recommended retail price.
24. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other rights of occupation upon the Hirer.
25. This Hiring Agreement will normally be reviewed annually on the anniversary of it coming into force.
26. Special Terms and Conditions of Hire (separate sheet):