

**HIRING AGREEMENT for Tunbridge Wells Football Club Clubhouse**

**Between**

**[1] Tunbridge Wells Football Club Executive Committee  
Authorised Representative and Booking Secretary  
(add name here) (add personal address and telephone number)**

**And**

**[2] Hirer**  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Post Code: \_\_\_\_\_  
Telephone number: \_\_\_\_\_

**[3] Hiring Date(s):**

**[4] Purpose of Hiring** (e.g. Party, Wedding reception)

**[5] Period of Hire:**            From:            To:            Total Number of hours  
(Hire period includes set up and clean up time)

**[6] Cost of Hire:**            Hourly Rate:            Total Hiring Fee:  
(NB. Hiring fee includes lighting, heating, and use of tables, chairs and kitchen)

**An Indemnity deposit of £100.00 is to be paid by the Hirer to the Committee at the time of booking as well as the cost of hiring the clubhouse. Cheques should be made payable to 'Tunbridge Wells Football Club'. This will be returned to you or shredded after inspection of the clubhouse following the event. In the event of any damage being caused or extra cleaning required to the clubhouse/and or the contents thereof, its car park and surrounding area caused as a result of the hiring, the cost of such will be deducted from this cheque and the balance returned to the hirer. The decision of the committee in all matters concerning the clubhouse is final.**

The Football Club Executive Committee permits the Hirer[2] to use the Clubhouse for the purpose described in[4] and for the period(s) set out above subject to Terms and Conditions of Hire printed overleaf.

**By booking Tunbridge Wells Football Clubs facilities you are making a legally binding contract that obliges you to abide by there conditions and to pay the hire and other charges set out herein. These conditions are intended to balance and protect the interest of all users, local residents and the clubhouse itself and to ensure so far as possible that all activates are safe and within the law. Whilst the Tunbridge Wells Football Club Committee will always endeavor to provide safe facilities and maintain reasonable standards of cleanliness it must be appreciated that the Clubhouse premises are not subject to full-time supervision and that all users have to rely on mutual cooperation and consideration.**

I can confirm that I have understood and agreed to the attached Conditions of Hire. I can confirm I am over 21 years of age and I agree to be present at all times during the hiring.

Signed: ..... Name:.....

Date: .....

Signed on behalf of Tunbridge Wells Football Club Committee: ..... Date.....

## **CONDITIONS OF HIRE for Tunbridge Wells Football Club Clubhouse**

For the purpose of these conditions, the **Hirer** shall mean an individual or, where the **Hirer** is an organisation, the authorised representative. The Hirer **must** be 21 years or over.

### **1. RESPONSIBILITY**

The **Hirer**, not being a person under 21 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, under this Agreement, relating to management and supervision of the premises are met. The **Hirer will**, during the hiring, be responsible for the supervision of the hired premises, the fabric and contents, their care, safety from damage however slight or change of any sort and the behaviour of all persons using the clubhouse in connection with or arising with the hiring whatever their capacity. Failure to comply with this condition may result in a charge being deducted from the hirer's prepaid deposit. The hirer will be invoiced any damage costs over and above £100.

The **Hirer** shall ensure that the minimum noise is made on arrival and departure and to ensure that any noise during the hire period is kept to a minimum out of respect of nearby residents, this is especially relevant to discos and parties.

Where a booking is made on behalf a group or organisation that is not an Approved User, a person will be named on the Booking Form as **Hirer** and will be personally liable under the agreement.

Tunbridge Wells Football Club accepts no responsibility for property brought into the clubhouse.

### **2. USE AND PURPOSE**

The **Hirer** shall not use the hired premises for any purpose other than that described in the agreement and shall not sub-hire or use the hired premises or allow the hired premises to be used for any unlawful, hazardous or dangerous purpose or in any unlawful, hazardous or dangerous way nor do anything or bring into the clubhouse any flammable liquids or gases or anything which may endanger the same or prejudice cover under any insurance policy in respect thereof. Tables, chairs and other equipment may not be removed from the clubhouse or used outside without permission. The **Hirer** shall not have any lighted candles or naked flames in the building.

**Social events of any nature and in respect of which a charge whether in money or other form is made for admission must be disclosed by the Hirer as such in the Agreement. Such hiring's are subject to review and may be declined without further reason.**

### **3. CONSUMPTION OF ALCOHOL**

No alcohol, whether to be sold or not may be brought into the premises without the prior approval of TWFC.

No alcohol is to be sold, delivered to, brought onto the clubhouse or consumed by anyone under 18 years of age (a PASS proof-of-age, photo driving licence or passport can be accepted as proof of age). The **Hirer** will be committing a criminal offence if this occurs.

**It is an offence to sell alcohol (or knowingly to allow a sale) to a person under 18 years of age or for them to purchase (or attempt to purchase) alcohol.**

**No alcohol is to be sold to anyone who appears to be drunk or who is buying for someone who appears drunk. Those attempting to purchase alcohol who are under 18, buying for someone under 18 or who are drunk or buying for a drunk are also guilty of an offence.**

**Drunk and disorderly behaviour is not permitted inside the clubhouse or in the surrounding vicinity. No alcohol is to be sold after 01.00.**

#### **4. DRUGS**

Drugs of any classification are not allowed in the clubhouse or surrounding grounds. If you suspect that anyone is taking or supplying drugs inform the police.

#### **5. SMOKING**

Under existing legislation, no smoking is allowed in any part of the clubhouse. It is the **Hirers** responsibility to ensure that this is enforced. **The Hirer** will be the person named if any prosecution is made because this legislation was ignored. Anyone who smoked outside the building must dispose of all cigarette ends, matches etc safely in the disposal bin to the right of the front door.

#### **6. LICENSES AND PERMISSIONS**

The clubhouse has a Premises Licence from Tunbridge Wells Borough Council authorising the following regulated entertainment and licensable activities at the times indicated:

- (a) Indoor sporting events
- (b) Live music
- (c) Recorded music
- (d) Sale or Supply of Alcohol

Monday to Thursday 10am till midnight (The Premises must be cleared and cleaned by this time)

Friday to Sunday 10 am till 2am (The Premises must be cleared and cleaned by this time)

#### **7. INSURANCE AND INDEMNITY**

(a) The **Hirer** shall be liable for:

- (i) The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises.
- (ii) All claims, losses, damages and costs made against or incurred by TWFC, their volunteers, agents or invitees 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**, and all claims, losses, damages and costs made against or incurred by TWFC, their volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the **Hirer**.
- (iii) The **Hirer** shall be responsible for making arrangements to insure against any third party claim, which may lie against him or her (or the organisation if acting as a representative) whilst using the hall.

#### **8. LOCAL PERMISSIONS AND AUTHORITIES**

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

#### **9. CAPACITY**

**The Maximum** number of persons to be admitted to the clubhouse should not exceed:

- (a) Indoor sporting events – 75
- (b) Closely seated audience – 200
- (c) Functions utilizing seating at tables – 150

## **10. NO ALTERATIONS**

No alterations or additions may be made to the premises nor may any fixtures be installed or place cards, decorations or other articles be attached in any way to any part of the premises without the prior approval of the Booking Administrator. The costs of repairing any damage caused by any of the above to the building will be deducted from the deposit.

## **11. HEALTH AND SAFETY**

The **Hirer** shall ensure that all activities are conducted in a safe and properly supervised manner with sufficient numbers of attendants and supervision present at all times having regard to the ages of those present and the activities being undertaken. The **Hirer** must ensure that throughout the hiring a person competent to administer first aid is in attendance and that an adequate first aid kit is available.

A first aid kit is available in the kitchen and also the office where the defibrillator is currently situated.

The **Hirer** must familiarize themselves with the position of the fire extinguishers; fire blanket (in Kitchen), first aid boxes and all escape routes. The **Hirer** must not block any fire exits on the premises, the **Hirer** must be aware where all the fire exits and alarms are and how to operate the fire doors.

The **Hirer** should advise the booking administrator immediately if any problems concerning Health and Safety are found as well as any suggestions as to ways Health and Safety can be improved.

## **12. HEALTH AND HYGIENE – THE FOOD HYGIENE (ENGLAND) REGULATIONS 2005**

The **Hirer** shall, if preparing, serving or selling food, observe all relevant requirements of the above legislation and any legislation passed after the above date. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator, which must be emptied at the end of hiring.

## **13. ELECTRICAL APPLIANCE SAFETY**

The **Hirer** shall ensure that all electrical appliances brought by him/her to the premises and used there shall be safe, in good working order and used in a safe manner. All electrical appliances belonging to the hirer must be checked annually to ensure they meet current safety standards.

## **14. NOISE LEVELS**

It is the responsibility of the **hirer** to ensure that noise levels are kept to a minimum out of respect of local residents.

## **15. TERMINATION BY COMMERCIAL HIRER ON LONG TERM CONTRACT**

If the **Hirer** wishes to cancel their long-term contract, they must advise the Administrator 4 weeks prior to the contract being cancelled. No hire fee will be returned for the remaining part of the contract unless the required 4 weeks notice is given. No fee will be returned if the **Hirer** decides not to use the hired premises during the hire period.

## 16. CANCELLATION OR CHANGE OF DATE

If the **Hirer** wishes to cancel the Hiring and the Booking Administrator is unable to conclude a replacement booking the question of the payment or refund of the hire charge shall be determined according to the following table:

<b>Booking Cancelled</b>	<b>Charge to be made</b>
Less than 8 days before date of hire	100% of the hire
More than 7 days but less than 46 days before date of hire	50% of the hire
More that 45 days but less than 91 days before date of hire	25% of the hire
More than 90 days before date of hire	0% of the hire

The **Hirers** cheques/cash will only be returned when replacement bookings have been concluded.

If the **Hirer** wishes to change the date of the booking after the original booking has been confirmed, a discretionary administration charge of up to £50 will be made.

Provided that the clubhouse is fit for use, no credit (financial or by being given alternative dates) shall be given if any function/class/meeting has to be cancelled at the last moment for any reason including adverse weather conditions.

17. TWFC will accept not responsibility for the safety of any equipment, food or drink left in the clubhouse at the end of the period of the hire. The **Hirer** should remove this at the end of the period of hire.

18. The **Hirer** shall ensure that no dry ice or smoke machines are used as they will set off the fire alarms. **The Hirer** will be responsible for any costs incurred by necessitating a 'callout' of the alarm company due to either of the above machines being used – approx. £100.00.

19. At the end of hiring, the **Hirer** will be responsible for leaving the premises and surrounds in a clean and tidy condition and the contents temporarily removed from their usual position properly replaced, otherwise the committee shall be at liberty to make an additional charge, this will be deducted from the deposit.

**The Hirer** is responsible for the removal of any bulk rubbish from the premises. No loose rubbish other than in the wheelie bins may be left outside. Failure to do so will also result in a charge being deducted from the deposit.

20. **In the event** of the clubhouse or any part thereof being rendered unfit for use for which it has been hired, the Committee shall not be liable for the hirer of any resulting loss or damage whatsoever. The Hire fee will be returned if the clubhouse cannot be used through no fault of the **Hirer**.

21. All Hirers **MUST** advise the administrator/booking secretary of any accidents that occur during their hire – regardless of how small the accident may be. The accident book is located in the Kitchen and must be completed for all accidents.

## **22. FIRE AND FIRE EVACUATION PROCEDURE**

The **Hirer** must nominate a fire officer whose responsibilities are to include ensuring that the emergency lights are on, fire doors closed and fire exits clear. The fire officer must be aware of the location and use of fire equipment, the evacuation procedures and location of the nearest telephone. The fire warning control panel is located in the main entrance hall on the left hand wall just before leaving the clubhouse. At the first sign of a fire or smell of smoke, immediately press the nearest alarm.

## **23. CRB Checks**

Where the hire of the hall will involve the supervision of minors, it is the responsibility of the hirer to ensure that the appropriate authorisations are in place before any such hire may take place. TWFC will retain a copy of the appropriate paperwork for audit purposes.

## **DO NOT TRY TO EXTINGUISH THE FIRE YOURSELF UNLESS IT'S A SMALL ISOLATED FIRE.**

Supervise the evacuation of all people in your party/class keeping in mind all those with disabilities including hearing and eyesight problems.

Before leaving the premises, try and check all areas including the toilets and kitchen to ensure that everyone has been evacuated from the clubhouse.

The Fire Meeting Point is at the ..... Check off the names of your party/class to ensure that everyone is present and accounted for. Dial 999 and call the Fire Brigade.

The Signed Hire Agreement and cheques are to be returned to the Booking Administrator within **7 days**. In the event that this condition is not met, Tunbridge Wells Football Club cannot guarantee that the booking will be held if another potential **Hirer** requires the hall for the same date and time.

**ONE COPY OF THIS AGREEMENT TO BE KEPT BY THE HIRER**