



THE PARKS
Community Association

TPCA Hiring Agreement January 2018

TPCA HIRING AGREEMENT

DATE:
TPCA REFERENCE (from invoice):

PARTIES

(1) TPCA acting by its Management Committee ('The Association')

(2) The person or organisation named in clause 1.3 ('the Hirer').

AGREED as follows:

1. In consideration of the hire fee described in clause 1.4, the Association 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 details inserted in sub-clauses 1.1 to 1.6 below and the responses to the questions in Clauses 1 and 2 are terms of this agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

HIRER KEY REQUIREMENTS:

- Your booking must be submitted and approved at least 14 days ahead of the proposed booking date. Bookings will not be accepted for any dates less than 14 days ahead unless agreed by the TPCA.
- Bookings will not currently be accepted past 21:00 and will only be accepted within the assigned slots, unless agreed as an exception by the committee.
- A TPCA volunteer will open and lock the centre for you. Please arrive promptly to be inducted to the centre and prompt to leave.
- Please remember a cheque / cash for £50 (or £100 as appropriate – will be confirmed at time of booking) deposit amount to be held during your booking. This will be returned to you pending any damage etc.
- You will be expected to leave the centre as you found it – sweeping equipment will be shown to you when you arrive. We would suggest you bring basic cleaning supplies (e.g. cleaning wipes, black bin bags etc) with you. A charge will be held from your deposit if this is not done.
- We have a large waste bin for you to use outside the centre – one for food waste and one for general waste. This will be explained to you. NB: you may be charged at a rate of £2 a bag (up to a maximum £10) if any waste has to be removed or is disposed of incorrectly.
- Any external companies hired in by you at the centre will be expected to have appropriate insurances (e.g. bouncy castle companies and entertainers etc). The Committee accepts no liability for any issues arising from external companies.
- If you have guests parking at the centre – please ask them to park respectfully and not disrupt nearby traffic.
- The TPCA reserves the right to terminate your booking at any time if any conditions (as per the Standard Conditions of Hire) are breached at any time.

PLEASE UPDATE INFORMATION OVERLEAF

I. Dates(s) required:

Date(s)	
Time required (prep time is chargeable – please include)	

I.2 The Association

Registered Charity Number	1161192
Authorised Representative	Elaine White (TPCA Vice Chair)
Address & Telephone Number	TPCA, The Parks Community Centre, 8-10 Nicholson Park, The Parks, Bracknell, RG12 9QN

I.3 The Hirer

Name	
Organisation	
Authorised rep of organisation (if applicable)	
Address & Telephone Number	

I.4 Hire Fee

Agreed cost	£
Non-Refundable Deposit*	£ (30% of total booking amount payable upfront)
Deposit**	£50 (£100 if alcohol on site / late opening bookings)
Payment method	Bank Transfer ONLY (account sort code: 40-13-10, account number: 52126575)

*The Hirer shall pay as a non-refundable deposit 30% of the cost of the booking, the balance of the booking fee being payable 14 days before the event for which the premises are hired (the deposit having been paid on the signing of this Agreement).

Should the Hirer wish to cancel the booking before the date of the event the following refund policy will apply:

1. If more than 2 weeks notice is given, the hirer will forfeit their booking deposit paid (30% of the booking price) and NOT be liable to pay any of the outstanding hire balance
2. If less than 2 weeks notice is given the hirer will forfeit their booking deposit and will be liable to pay 50% of the full outstanding balance to 100% of the proposed hiring booking

In all the above circumstances the question of the payment or the repayment of the fee shall be at the discretion of the Association.

**This is a security deposit. This is required in cash or cheque to be held before your booking. This deposit will be refunded after the booking (or, at the latest, within 28 days of the termination of the period of hire) provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the Association about noise or other disturbance during the period of the hiring as a result of the hiring.

1.5 Premises

Requirement	Main Hall Meeting Room Whole building
Storage of equipment? Detail if yes	Yes No
Car parking? Detail numbers if yes	Yes No

1.6 Purpose/description of hiring

Private Details:	Public	Commercial
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1.7 Is food to be provided at the event? If yes, please specify.

No Details:	Yes
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2. The following activities are permitted without the need for a licence at this venue between the hours of 08:00 - 23:00: Plays, exhibition of film (not-for-profit only), live or recorded music, indoor sports and Greco-Roman and freestyle wrestling. Please note that entertainment at private events is not licensable unless those attending (i.e. the guests) are charged with a view to making a profit (this includes raising money for charity).

If you wish to carry out the above activities at any time between 23:00-08:00, or any sale of alcohol, or the sale of hot food/drink between 23:00 - 05:00, then you should submit a Temporary Event Notice, details of which can be found at <http://www.bracknell-forest.gov.uk/licencetemporaryandoccasionalevents>

Activity - tick or cross in relevant columns.	Indicate activities to take place at this event <i>[must be completed by the Hirer]</i>	Times for which the activity is to take place <i>[must be completed by the Hirer]</i>
a. The performance of plays		
b. The exhibition of films		
c. Indoor sporting events		
d. Greco-Roman and freestyle wrestling		
e. Performance of live music		
f. Playing of recorded music		
g. Performance of dance		
l. Provision of hot food / drink after 11 pm		
m. Sale of alcohol to all adult users of the building.		

2.1 Have you indicated at 2(f) that pre recorded music will played at your event? If yes, please specify.*

No	Yes
Details:	

*The premises are licenced with the Performing Right Society (PRS) of the performance of copyright music. The Association's licence with Phonographic Performance Ltd. (PPL), on the other hand, **does not** cover the performance of recorded music by affiliated groups and other hirers of the premises who do not use this as a fixed premises. Therefore, if you answer yes to this question, you may need to provide proof of your own PPL to TPCA before you can perform pre recorded music at the centre and this will be stored on file

2.2 Will alcohol be available at your event? If yes, please specify.*

No	Yes
Details:	

*If you answer yes to the above question, you will need to seek written permission from the Association to consume or sell alcohol on the premises. In order to sell alcohol you will need to seek advice from the Association and for a Temporary Event Notice to be given for the event. The Association will require you to complete a separate form detailing your requirements.

2.3 Will you be using a bouncy castle? If yes, please specify*

No	Yes
Details of company hiring:	

*If you answer yes to this question, please note that some restrictions apply. They must be hired from a PIPA-accredited company (the inflatable play industry association), be used according to manufacturers instructions, and supervised by a responsible adult at all times.

2.4 The hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.

Main Hall	200 standing 100 sitting (and 40 per class)
Meeting Room	22

2.5 Where a licensable activity will take place, the hirer hereby acknowledges receipt of a copy of the conditions of the Premises Licence and/or operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agrees to comply with all obligations therein.

2.6 In order to hold a licensable activity on the premises a Temporary Event Notice (TEN) will need to be given to the licensing authority. The Hirer shall obtain the written consent of the Management Committee on the form provided for this purpose before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the hall Management Committee and other local voluntary organisations.

3. The Hirer agrees with the Association to be present (by the Hirer's authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

4. It is hereby agreed that the Standard Conditions of Hire, together with any additional conditions imposed under the Premises Licence or that the Association deems necessary, shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Association and the Hirer.

5. None 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 a party to this Agreement.

As Witness the hands of the parties hereto (NB: these signatures do not need to be witnessed).

Signed by the person, duly authorised, on behalf of the Association:

NAME: _____	DATE: _____
SIGNED: _____	

Signed by the person named at 1.3 above, duly authorised, on behalf of the organisation named above, where applicable:

NAME: _____	DATE: _____
SIGNED: _____	