

STANDARD CONDITIONS FOR HIRE

1. **The Premises** means The Forest Estate Community Hub, 57 Larchwood Drive, Englefield Green, TW20 0SL
2. **Acceptance of Conditions** - The use of the Premises is permitted only on the following conditions and completion of the Hiring Agreement shall constitute an acceptance of the conditions set out below.
3. **Use of Premises** - The Hirer shall use the Premises only for the Purpose of Hiring and not for any unlawful purpose.
4. **Payment of Deposit, Hire Fees and Additional Charges** - The Deposit, payable on signing the Hiring Agreement shall only be refundable to the Hirer in the event of the Charity cancelling the booking and is to be held against the cost of damage or replacement of fittings where damage is caused during the Hiring. The Hirer shall pay the Hiring Fee and for any Additional Facilities in full before the Hiring. Failing receipt of any Hiring Fees, any provisional bookings shall be cancelled.
5. **Force Majeure** - The Charity shall not be liable for any loss or damage caused by any interruption in or failure to provide any part of the Premises or Additional Facilities where such failure is due to causes beyond the control of the Charity.
6. **Insurance Risks and Indemnity** - The Hirer shall in all respects comply with all conditions, which may be imposed by the Charity's insurers in respect of any special or additional risks involved in the Hiring. The Hirer shall indemnify the Charity against all claims, demands, actions or proceedings, in respect of any damage to, or loss, theft or removal, of property in the Premises belonging to any person other than the Charity and any loss or damage suffered or sustained by any person in consequence of the death or injury of any person (other than someone working for the Charity while carrying out duties for the Charity) howsoever or by whomsoever caused, which shall occur whilst such property or such person is in or upon the Premises or arise from any accident or occurrence which shall occur while such person is in, or on, any part of the Premises during the Hiring Period pursuant to the Hiring Agreement or in any other way in connection with the Hiring. The Hirer must have evidence of Third Party Public Liability Insurance to a minimum limit of Indemnity of £5 million and Employer's Liability Insurance to a minimum limit of Indemnity of £10 million.

The Hirer shall indemnify and keep indemnified the Charity from and against all actions, expenses, claims, damages and demands arising from, or in consequence of, the non observance or non performance of any of the Conditions For Hire by the Hirer or by any person being in the Premises, during the Hire Period or any act or omission by the Hirer or anyone acting for him.

7. **General Conditions** - The Hirer shall:
 - a. Not permit more than 100 people to be on the premises at any time.
 - b. Leave the Premises in a clean and tidy condition, undamaged and free from rubbish and any items brought into the Premises and leave the Premises properly locked and secured, returning the keys to the Charity's Representative, close all opened windows and turn off all appliances, heating and lights.
 - c. Ensure that any electrical appliances brought by him into the Premises shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.
 - d. Not allow the use of naked flames within the building.
 - e. Ensure that he is aware of the location and use of fire equipment in the Premises, the escape routes, methods of operating escape door fastenings, that all fire exits are unlocked and panic bolts in good working order, that all escape routes are free of obstruction and can be safely used and that any fire doors are not wedged open.
 - f. Be responsible for proper supervision, quiet and orderly conduct, protection of the Premises and contents from damage and that no nuisance is caused to other occupiers of the Premises or any adjoining premises.
 - g. Ensure no bolts, nails, tacks, screws, pins, hooks, strong adhesive or other such like objects are used in or on any part of the Premises and no decorations are put up near light fittings or heaters.
 - h. Not allow smoking, the consumption of drugs, any other illegal substances or alcohol or gaming on the Premises.
 - i. Not trade or allow trading to take place from the Premises during the Hire Period, unless agreed in writing by the Charity.
 - j. Not permit posters, advertisements or notices to be displayed on the Premises without the consent of the Charity.
 - k. Not sub-hire or assign to any third party the Premises.
8. **Hiring Agreement** - This Hiring Agreement constitutes permission only to use the Premises. The Hirer acknowledges that no tenancy is intended to be created between the Charity and Hirer.
9. **Complaints Procedure** – Any complaints should be made in writing to the Hub Manager, The Forest Estate Community Hub, 57 Larchwood Drive, Englefield Green, TW20 0SL