



**AGE**

**Bracknell  
Forest**

*Concern*

## **AGE CONCERN BRACKNELL FOREST**

### **HIRERS AGREEMENT**

|  |  |
|--|--|
| <b>Organisation / Person<br/>Hiring Venue:</b> |  |
| <b>Date Agreement signed:</b>                  |  |
| <b>Date for renewal:</b>                       |  |

**PREMISES BEING HIRED:** Age Concern Bracknell Forest Day Centre.  
27 Worlds End Hill, Forest Park, Bracknell, Berkshire, RG12 OXH

**CONTRACT FOR THE HIRE OF ACCOMMODATION AND EQUIPMENT BY INDIVIDUALS, COMPANIES AND ORGANISATIONS**

CONTRACTS ARE NOT ENTERED INTO WITH A CLUB OR OTHER SIMILAR BODY UNLESS IT HAS BEEN LEGALLY INCORPORATED. IF THE PREMISES ARE TO BE HIRED ON BEHALF OF A CLUB OR OTHER UNINCORPORATED BODY THE CONTRACTING PARTIES SHALL BE **AGE CONCERN BRACKNELL FOREST AND AN INDIVIDUAL OFFICER OF THE CLUB**. THE HIRER SHALL BE LIABLE TO THE AGE CONCERN - BRACKNELL FOREST FOR ALL DEBTS AND LIABILITIES THAT SHALL ARISE UNDER THIS AGREEMENT.

Person(s) intending on hiring premises:

|  |                  |  |
|--|------------------|--|
| <b>Name:</b>                               |                  |  |
| <b>Full Address:</b>                       |                  |  |
|  | <b>Postcode:</b> |  |
| <b>Telephone Number(s):</b>                |                  |  |
| <b>Email Address:</b>                      |                  |  |
| <b>Title of Group / Business:</b>          |                  |  |
| <b>Day(s) required:</b>                    |                  |  |
| <b>Start and End time of session:</b>      |                  |  |
| <b>Frequency (daily, weekly, monthly):</b> |                  |  |

**Purpose of Hire (please explain in as much detail as possible the activity / need for the hire):**

IN ACCORDANCE WITH THE CHARITIES LETTINGS POLICY, I/WE (otherwise referred to herein as the hirer, my/our, myself/ourselves, me/us) **HEREBY AGREE:**

1. that AGE CONCERN BRACKNELL FOREST reserves the right to terminate the hire with immediate effect should it be found that any part of the building and/or its equipment has been damaged, stolen or used inappropriately or if as a direct consequence the hire of the premises impacts on the operational function(s) of the AGE CONCERN BRACKNELL FOREST charity in anyway without warning or justification;
2. to hire and use the accommodation/equipment as detailed above in accordance with the AGE CONCERN - BRACKNELL FOREST's lettings policy which I/we confirm that I/we have seen, read and understood.
3. that the AGE CONCERN - BRACKNELL FOREST may, at its discretion, demand full payment of its charges or any part thereof in advance of the hire taking place, whether before or during the duration of this agreement, whereupon I/we shall pay AGE CONCERN - BRACKNELL FOREST's charges on demand and if I/we fail to pay AGE CONCERN - BRACKNELL FOREST's charges in advance where so demanded the hiring shall immediately be cancelled;
4. that I/we have read, understood and agree and shall observe, fulfil and comply with all the Conditions set out below.
  - a) I/we agree that all requirements relevant to the hire of the premises will be complied with, including obtaining any necessary licence (such as for the sale of alcohol) and that all personnel employed by the hirer or involved in the activity concerned will be informed of these requirements and conditions, and must have relevant training, qualifications.
  - b) 21 clear working days' notice is required in order to cancel a booking by parties hiring our premises. If this notice is not given I/we will be required to and agree to pay the full hire charge for the full 21-day notice period. In the event of AGE CONCERN BRACKNELL FOREST cancelling a hirers agreement they will aim to give 14 working days' notice of the termination where possible, but it is understood by signing this agreement that AGE CONCERN BRACKNELL FOREST can cancel a hirers agreement for any reason at any time without warning/notice and shall be liable for no losses incurred by the hirer.
  - c) VAT may be applicable in certain circumstances and for certain hiring's. I/we have enquired and established at the time of making the booking whether VAT is payable.
  - d) I/we will ensure that a responsible person will always be present on the premises during the full period of the hire.
  - e) I/we accept full responsibility for damage to or theft of or from the AGE CONCERN - BRACKNELL FOREST's property, over which I/we have control, occurring during the period of hire of the premises.
  - f) Any cleaning undertaken which, in the opinion of the officers of the AGE CONCERN - BRACKNELL FOREST charity that is required as a result of the hiring and outside the scope of the agreed hire charge, will be charged to me at the appropriate rate of £15 per hours.
  - g) AGE CONCERN - BRACKNELL FOREST accepts no responsibility whatsoever for any loss of or damage to personal property, howsoever caused, brought into or left in the premises during or as part of the hire of the premises, unless such loss or damage arises as a direct result of the negligence of the AGE CONCERN - BRACKNELL FOREST.
  - h) The AGE CONCERN - BRACKNELL FOREST shall not be liable to the Hirer for any consequential loss.

- i) If I/we discover any hazard(s) regarding access to or the use by me/us of the AGE CONCERN - BRACKNELL FOREST's premises or regarding the equipment to be used, whether before or during the hire of the premises, I/we shall immediately make a representative of the AGE CONCERN - BRACKNELL FOREST aware of the hazard(s).
- j) I/we agree that no equipment will be used without the prior written approval of an authorised representative of the AGE CONCERN - BRACKNELL FOREST, as the case may be, and that the installation and use of my/our equipment will have been agreed by the authorised representative of the AGE CONCERN - BRACKNELL FOREST in advance of such use or installation and the use or installation will be carried out by trained and competent personnel.
- k) I/we agree to familiarise myself/ourselves with the position of telephones, escape routes, fire alarms and fire fighting equipment.
- l) I/we agree to read and ensure that I/we understand any notices regarding the procedures to be followed, and action to be taken, in the event of fire and I/we agree to ensure that that such information will be passed on by me/us to anyone using the premises during the period of hire.
- m) I/we shall indemnify AGE CONCERN - BRACKNELL FOREST against any legal liability for loss, damage, demand or proceedings whatsoever, arising under statute or at common law, for damage to property, which shall include the hired premises, or personal injury to or death of any person, caused during or by circumstances arising from, related to or connected with the hire of the premises except where arising from the negligence of AGE CONCERN - BRACKNELL FOREST.
- n) I/we agree to effect Third Party/Public Liability Insurance against any legal liability for loss, damage, demand or proceedings whatsoever, arising under statute or at common law, for damage to property, which shall include the hired premises, or personal injury to or death of any person, caused during or by circumstances arising from, related to or connected with the hire of the premises on the following basis:
  - i) accidental bodily injury or disease, including death to third parties and in respect of damage to their property – **limit of indemnity not less than £2 million\***;
  - ii) accidental damage howsoever caused, including by fire, to the premises on hire – **limit of indemnity not less than £2 million\***.

**\*\*\* Please note the hirer must provide evidence of the hirer's own insurance cover in respect of such activities in accordance with the Conditions above \*\*\***

I hereby acknowledge that I have read, understand and agree to the terms of this document and the 'Hire of Premises Policy', including the understanding of the financial requirements relating to hire of: 27 Worlds End Hill, Bracknell, Berkshire, RG12 0XH.

|   |                  |
|---|------------------|
| <b>SIGNATURE OF HIRER (where hirer is an individual):</b>                                       |                  |
| <b>OR - AUTHORISED SIGNATORY (where hirer is a firm, partnership, company or organisation):</b> |                  |
| <b>PRINTED NAME:</b>  |                  |
| <b>DATE OF SIGNING:</b>   |                  |
| <b>WITNESSED BY (signature):</b>  |                  |
| <b>NAME OF WITNESS (block letters, must be ACBF employee):</b>                                  |                  |
| <b>Invoicing (details of person(s) receiving the invoices):</b>                                 |                  |
| <b>Name of account holder:</b>  |                  |
| <b>Address;</b>   |                  |
|   | <b>Postcode:</b> |
| <b>Telephone:</b>   |                  |
| <b>Email Address:</b>   |                  |
| <b>Payment Method:</b>  |                  |

**\*\* If the hirer is a firm this agreement must be signed by a partner of the firm. If the hirer is a limited company this agreement must be signed by a director or the secretary of the company. If the hirer is a club or similar organisation this agreement must be signed by an authorised officer of the club or organisation. This form must be returned to the AGE CONCERN - BRACKNELL FOREST.**