



Hiring Policy

1 INTRODUCTION

- 1.1 The objects of the The Little Paxton Community Hub Charitable Incorporated Organisation (CIO) charity (referred to as 'The Hub') is to further or benefit the residents of Little Paxton and the surrounding neighbourhood, without distinction of gender, sexual orientation, race or of political, religious or other opinions by associating together the said residents and the local authorities, voluntary and other organisations in a common effort to provide facilities in the interests of social and community wellbeing for recreation and leisure time occupation and to advance sport and education with the objective of improving the conditions of life for the residents.
- 1.2 All use of the facilities must contribute to these objects.

2 HIRING

- 2.1 Hiring is permitted by organisations, commercial entities, groups, clubs and individuals. Each hire must have the appropriate hiring agreement laying out the relevant terms and conditions of that hire and detailing the times and dates. Depending on the nature of the hirer then different forms of the agreement will be used:
 - 2.1.1 Agreement A (long form) for commercial entities, groups, clubs and regular hirers.
 - 2.1.2 Agreement B (short form) for individual and casual hirers.
- 2.2 The Hiring Agreements are at Appendices 1 and 2 and form an integral part of this policy. Agreement A requires a signature whilst agreement B is to be issued as part of the on line booking process designed for individual bookings and deemed to be accepted once a booking has been made.
- 2.3 The Hub members may hire the hall for a private event with a discretionary discount. To be eligible for the discount the member must have attended four out of the last six monthly meetings or made significant contributions to the running of The Hub.
- 2.4 Bookings may be accepted via the website, by email or verbally (including telephone) provided it is confirmed in writing (including email).
- 2.5 SLA partners are not required to have a hire agreement but are to comply with the regular user terms and conditions.
- 2.6 Periods for regular hirers may not be more than 12 months in advance on a rolling basis.

3 TRADING

- 3.1 Trading is also allowed from the car park subject to approval by the Trustees. The license to trade is at Appendix 3 and is also an integral part of this policy.

4 PAYMENTS/DEPOSITS

- 4.1 All hires are to be paid for in advance unless agreed otherwise by the Trustees.
- 4.2 The requirement for deposits (other than to secure a booking) will be reviewed on a case by case. Deposits may be required where there is significant risk that the facility may not be left in a satisfactory condition or equipment could be damaged.

4.3 Suitable wording is to be used on invoices to emphasise the conditions of payment.

5 APPROVAL/TERMINATION OF HIRING

5.1 The Hub Trustees will appoint hiring manager(s) to deal with regular and occasional users and they have authority to accept and manage hirings subject to following

- 5.1.1 Any regular hire at weekends (Saturday and Sunday) is to be approved by the Trustees. The aim is to ensure that the opportunity for individual community users is maximised at these times.
- 5.1.2 Eighteenth and twenty first birthday parties are not allowed.
- 5.1.3 Any request to hire more than one of the defined areas at the same time is to be approved by the Trustees.
- 5.1.4 All early termination of hire is to be agreed by the Trustees.
- 5.1.5 Any requirement for a deposit is to be agreed by the Trustees

Appendices:

1. Hiring Agreement A (for companies, organisations, groups, clubs and other bodies)
2. Hiring Agreement B (for Casual Hire by Individuals)

Review: November 2024

The Little Paxton Community Hub Hiring Agreement (A)

1. Introduction

- 1.1. The Hub warmly welcomes hirers and their guests. Please read through these terms and conditions and sign as appropriate. Please contact us if you have any queries.
- 1.2. The following terms are used in this document:
 - 1.2.1. **The Hub Facility:** The Community Centre, its carpark and adjacent sports field.
 - 1.2.2. **The Hub:** The organization responsible for the management of the Hub facility.;
 - 1.2.3. **Hirer:** Any organisation, group or individual entering into an agreement for use of the facility
 - 1.2.4. **Casual Hirer:** Any organisation, group or individual who enters into an agreement for use of the facility irregularly or infrequently
 - 1.2.5. **Regular Hirer;** Any organisation, group or individual who enters into an agreement for use of the facility regularly over an extended period. Typically regular hirers commit to using the facilities a minimum of once a month over at a period of at least 6 months.
 - 1.2.6. **BoT:** The Charity's committee is known as The Board of Trustees.
- 1.3. The hirer is required to be at least 18 years of age.
- 1.4. Hiring of the facility to any organisation, group or individual is at the absolute discretion of the BoT or any other member of staff or volunteer who has the authority to act on behalf of The Hub.
- 1.5. Hirers and their guests are required to treat all users and staff with respect.
- 1.6. The Hirer (or any other person authorised in writing to The Hub by the Hirer) must be present at all times during the hire period.
- 1.7. There are a maximum of 26 parking spaces, with an additional 5 disabled parking spaces available to Hirers or their guests and the Hirer must ensure their guests do not inconvenience local residents by bringing in vehicles onto the estate and parking irresponsibly. The availability of these spaces cannot be guaranteed.
- 1.8. The Hirer must allow The Hub representatives access to the premises at all times during the period of hire.

2. Facilities and Equipment

- 2.1. The main hall can accommodate a maximum of 150 people. The meeting rooms up to 12 each and the café area up to 25. There is no stipulated capacity for the field.
- 2.2. There are separate male and female toilets between the main entrance to the building and the kitchen area which is available to the Hirer and their guests along with a toilet for disabled users. Field users may access these facilities although wherever possible to toilets in the changing room should be used.
- 2.3. Folding tables and chairs are stored in a cupboard in the main hall, these are available for use by any hirer, but must be re-stacked safely on the trolleys and returned to the store after use. These are not to be taken outside.
- 2.4. An equipped kitchen, which is accessible from the main hall, is available but must be requested at the time of booking.
- 2.5. No areas other than those stipulated in the hiring agreement of the Hub are included in the hire.
- 2.6. The Hirer must ensure the premises are suitable for the hire prior to booking and should inspect the facilities immediately before use.

3. Bookings

- 3.1. Bookings can be made using the official booking form which is available for download from The Hub website or available via email thehublp@gmail.com, or by phone or email
- 3.2. Acceptance of the booking form does not imply acceptance of a booking.
- 3.3. Bookings will not be accepted from anyone under the age of 18.
- 3.4. Hirers must disclose full details of proposed use including DBS certificates where relevant. The hire is granted based on the details provided by the Hirer at the time of booking.
- 3.5. In the event of any variation of use by the Hirer or failure to comply with the requirements of full disclosure, The Hub reserves the right to cancel the booking.
- 3.6. The Hub may, if it deems necessary, request additional information from the Hirer.
- 3.7. The Hub reserves the right to refuse any booking. This would include events or activities which The Hub consider:
 - 3.7.1. to be an inappropriate use of the facilities ;
 - 3.7.2. may present a threat to public safety;
 - 3.7.3. likely to create a disturbance or inconvenience to the residents in the neighbourhood;
 - 3.7.4. to be in conflict with any of The Hub's policies or its aims and objectives;
 - 3.7.5. may bring The Hub in disrepute.
- 3.8. The Hub is not required to provide any reasons for refusing bookings.
- 3.9. Provisional Bookings
 - 3.9.1. If the booking is approved, the Hirer will be informed via email. The booking will be considered provisional until the initial payment (see section 5) has been received.
 - 3.9.2. A booking that is only provisional will be set aside if another Hirer is willing to make a confirmed booking or a 6 month long term hire commitment.
- 3.10. Confirmed Bookings
 - 3.10.1. A provisional booking will become a confirmed booking once the initial payment (see section 5) has been received

4. Charges

- 4.1. Hire charges are valid for bookings made up to 2 months in advance.
- 4.2. The Hub reserves the right to change hire charges and will notify the Hirer giving them two months' notice.
- 4.3. The Hirer can then choose to accept the new charges or cancel the booking in which case any advance payments made will be returned to the Hirer.
- 4.3. In addition to the charges listed below, a cleaning charge of £50 per hour (or portion thereof) will be added should the facilities require additional cleaning after use.
- 4.4. A soundbar, a projector and screen can be included within the hire at no extra charge.

5. Payments

- 5.1. Payments must be made via bank transfer to the Hub's bank account detailed in the invoice.
- 5.2. Prices include the items marked on the booking form/agreement. Anything not specifically mentioned in the booking form/agreement is not included in the hire and must not be used by the Hirer or their guests (including offices, equipment, etc).
- 5.3. Payments must be made monthly in advance.
- 5.4. Regular hires may only be granted for up to 12 months on a rolling basis. The renewal of long term hires is at the discretion of the Hub's BoT.
- 5.5. The renewal of long term weekend hires is at the discretion of the Hub's BoT and may need to be adjusted to accommodate Casual/Individual Hires.

- 5.6. Regular Hire is a commitment to the day and time slot for the entire hire period and the associated payments.
- 5.7. Regular hirers are required to pay for all scheduled bookings for the period of the hire even if they do not use the facility unless notice is given (see para 10.3).
- 5.8. Term time only bookings will be at the discretion of the BoT's. Advanced bookings will be treated as provisional bookings (see 3.10)
- 5.9. Term time only bookings are not guaranteed to be available for renewal each term, should a more regular long Term hire book these available time slots.
- 5.10. Regular hirers will be informed if another user requests their preferred times and days/dates.

6. Discretionary and Additional Charges

- 6.1. The hirer will be charged for:
 - 6.1.1. loss or damage to property (see section 12);
 - 6.1.2. additional cleaning The Hub has to undertake which should have been done by the hirer;
 - 6.1.3. finishing after the end time as agreed on the booking form (see para 7.3);
 - 6.1.4. other costs incurred by The Hub as a result of any breach of contract by the hirer.
 - 6.1.5. Failure to return or loss of keys (see section 14)
- 6.2. An invoice detailing the discretionary charges will be issued to the hirer.
- 6.3. The charge for finishing after the agreed time is £25 for every 15 minutes. Due to commitments to other hirers and availability of staff, the hirer may not be permitted to finish after the agreed time.
- 6.4. Where an additional charge becomes due for a Regular hirer, the Hirer will be required to pay the charge before their next scheduled hire and the hirer will not be permitted any further use of the centre until the payment has been received in full. If the payment is not received within 7 days, the charge will be deducted from the deposit and The Hub reserves the right to cancel any and all future bookings. If any monies remain due after deductions from the deposit, an invoice for the balance will be issued to the hirer for payment within 14 days.

7. The Hub Projects

- 7.1. Charges and rules for projects and activities supported or run by The Hub will be decided by The Hub BoT at the project inception.

8. Discounts

- 8.1. The Hub BoT shall have the final say on whether a discount can be offered and on the amount to be discounted. The Hub reserves the right to revoke the discount at any time for future hires.
- 8.2. Discounts of up to 25% may be offered for regular hire in line with the discounts policy

9. Cancellation

- 9.1. The Hub reserves the right to cancel bookings if the facility is rendered unfit for the intended use.
- 9.2. In the event of any cancellation or termination of the hiring no liability shall fall upon The Hub, or any officer of The Hub, in respect of any loss sustained or expenses incurred by the hirer, or any other person, as a result thereof.
- 9.3. If the hirer cancels the hiring following a confirmed booking, the hirer shall be liable to the Hub for any costs, expenses and losses incurred by The Hub as a result. Depending on

when the notice of cancellation is received, a percentage of the total hiring charge will be retained by The Hub (see 11.1-11.5).

- 9.4. Cancellations or terminations will only be accepted in writing (including email), and deemed effective upon receipt by The Hub.
- 9.5. Long Term Hirers will provide at least 3 months notice in writing, and will be deemed effective upon receipt by The Hub.

10. Retentions and Cancellation Charges

- 10.1. The Hub has the right to retain any deposit against the discretionary or cancellation charges as shown below.
 - 10.1.1. Written notice given more than 3 months before the scheduled hire date – no retention.
 - 10.1.2. Written notice given between 3 and (or at) 2 months of the scheduled hire date - 25% of the total cost will be retained if the cancellation is more than 2 but less than 3 months days before the hire date.
 - 10.1.3. Written notice given between 2 and (or at) 1 month of the scheduled hire date - 50% of the total cost will be retained.
 - 10.1.4. Written notice given less than 1 month of the scheduled hire date - 100% of the total cost will be retained..
 - 10.1.5. However, if a replacement Hire is confirmed then a discretionary refund of up to 50% of any cancellation charge may be considered.
 - 10.1.6. Refunds of charges, less any retention, will be made within 7 days of cancellation and paid by bank transfer to the Hirer's bank account.

11. Damages, Decorations & Advertising

- 11.1. The hirer shall ensure nails, screws or other fixings are not driven into the walls or floors or into any furniture or fittings, or permit to be done anything likely to cause damage to the facilities or any such furniture or fittings.
- 11.2. The hirer will be liable for reinstatement of any damage to the pitch/field playing surface caused by their use.
- 11.3. The hirer shall repay to The Hub on demand, the cost of reinstating or replacing any part of the premises or any property, whatsoever, which is damaged, destroyed, stolen or removed during the period of hiring.
- 11.4. The hirer shall not display and shall ensure that no other person displays any advertisements relating to the hiring by affixing the same to or utilising the support of a lamp-post, guard rail, electricity relay box or any other item of street furniture except with the prior written consent of The Hub BoT.
- 11.5. No signs, posters, banners or similar shall be attached to any wall or other part of the building without the approval of The Hub BoT.
- 11.6. Where permission has been granted for placing signage, it should be fixed in the manner allowed by The Hub and removed at the end of the hire period.
- 11.7. The Hirer may not use the name The Hub Community Centre in any way in connection with their business other than to specify the location of the event.

12. Equipment & Electrical Installations

- 12.1. The hirer shall ensure all tables and chairs are returned back to the places they were taken from.

- 12.2. All electrical equipment brought into the building shall comply with the Electricity at Work Regulations, 1989. The Hub disclaims all responsibility for all claims and costs arising out of such equipment that does not comply.
- 12.3. The Hirer shall not install any "bouncy castle" or similar equipment inside the centre, without the prior consent of The Hub.
- 12.4. The Hub shall not be liable for any loss or damage to equipment brought in by the hirer or their guests.
- 12.5. No trailing electrical cables are permitted.
- 12.6. Any electrical equipment considered to be damaged or unsafe is to be taken out of use immediately and reported to the Hub.
- 12.7. Electrical equipment is not to be used on the field without specific permission from the Hub BoT

13. Security

- 13.1. The Hirer is responsible for the security of the facility during the period of hire and ensuring no unauthorised access. The Hirer will be liable for any damage or loss incurred as a result of any unauthorised access during their period of hire.
- 13.2. Where keys are issued the Hirer is responsible for :
 - 13.2.1. Ensuring keys are kept secure and not issued to or used by anyone other than the Hirer.
 - 13.2.2. Reporting the loss of any key immediately
 - 13.2.3. Returning the key at the completion of the hire period or as agreed at the time of hiring.
- 13.3. In the event of the loss of or a failure to return a key a charge of £100 will be made.

14. Food & Alcohol

- 14.1. Hirers agree to comply with food hygiene laws where food is being prepared for service. No food is to be stored in the centre.
- 14.2. The Hub doesn't operate a bar or have a licence to sell alcohol, a TENS Licence, Temporary Events from Huntingdonshire District Council (HDC) can be applied for in advance by the hirer, and must be presented to The Hub at least 14 days before the date of the event. The Hub may require to keep a copy.
- 14.3. Alcohol is not to be consumed on the field

15. Entertainment and Noise Levels

- 15.1. The playing of music or other entertainment shall be restricted to the inside of the building.
- 15.2. The hirer is responsible for ensuring that their noise levels do not disturb other activities within the facilities or disturb local residents.
- 15.3. If amplified sound is used, the Hub reserves the right to dictate acceptable volumes.
- 15.4. The centre may not be hired for any events involving entry tickets for admission without express permission of the BoT.
- 15.5. The Hirer must ensure the noise levels during arrivals or departures are not such as to cause nuisance or inconvenience to occupiers of neighbouring properties.

16. Waste

- 16.1. The hirer shall ensure all areas are clean and free of litter. All waste must be suitably bagged and placed in the containers provided. Any excess rubbish is to be removed by the hirer..

- 16.2. The hirer shall ensure no rubbish is left on the pavements or in the vicinity of the hall and all litter is picked up and disposed of appropriately.

17. Cleaning

- 17.1. At the completion of the hirer's activity all floors must be swept and mopped; tables, chairs and other furniture placed in their original positions and all areas left in a clean and tidy state.
- 17.2. The Hirer will ensure that any breakages of glass or spillage of food or drink are cleaned up immediately.
- 17.3. Where cleaning of the hall is not to the Hub's satisfaction or any damage has resulted from the cleaning, the Hirer will become liable for any additional costs incurred by the Hub.
- 17.4. Any property or goods belonging to the Hirer remaining in the facility after the termination of the booking period will be disposed of at the discretion of the Hub.

18. Health & Safety

- 18.1. Hirers, guests and members of the public are obliged at all times to fully comply with the standard health and safety rules. A copy is available on request.
- 18.2. It is illegal to smoke anywhere in the building and smoking is not permitted on the field.
- 18.3. No candles or incense sticks may be used in the building.
- 18.4. Fire exits must be kept clear at all times.
- 18.5. Fire apparatus must not be interfered with except as necessary in the cause of fighting a fire.
- 18.6. For large events users should consider the use of marshals to control car parking and on the field.
- 18.7. Users of the field should carry out an inspection before use to ensure that it free from hazards and fit for use.
- 18.8. No glassware (including bottles) is to be taken onto the field.

19. Safeguarding

- 19.1. The hirer is fully responsible for safeguarding children (under the age of 18) and vulnerable adults where the parent or guardian of the child is not present during the hire.
- 19.2. The hirer must have safeguarding policies that govern their organisation and ensure they adhere to those policies at all times and deal with any safeguarding issues that may arise according to the relevant central and/or local government guidelines, these safeguarding policies must be made available upon request to The Hub.

20. Insurance

- 20.1. Regular hirers must obtain their own public liability insurance to adequately cover all liabilities for the forthcoming event for which the booking is made. Proof of holding such cover is required to be presented before the event. The booking will be cancelled unless this proof is provided.
- 20.2. Casual/single hirers should also have their own public liability insurance. If not they may take advantage of the cover provided under the facilities insurance and should ask for details and comply with the associated terms and conditions.

21. Indemnity

- 21.1. The hirer agrees to accept full responsibility and indemnify The Hub against any action, claim or demand whatsoever which arises or may arise as a result of the hire.
- 21.2. The hirer agrees to accept full responsibility and indemnifies the Hub for the loss, damage or theft of any equipment, property or personal belongings.
- 21.3. The hirer fully indemnifies the Hub of all responsibility for any safeguarding issues which arise during the hire and DBS certificates (where appropriate) should be submitted to the Hub along with the hire form.

22. Termination

- 22.1. The Hub reserves the right to terminate any hiring in the event of any behaviour or action which is unlawful or damaging to the Centre or its members. If such termination takes place, the hirer will forfeit the deposit and fees paid.
- 22.2. If for reasons beyond the control of the Hub (The Hub having used all reasonable endeavours to avoid the same) it is necessary for The Hub to close all or part of the building or cancel the booking, The Hub may (without prejudice to the rights and remedies of either party in respect of any prior breach by the other) terminate this Agreement upon reasonable prior notice (which shall be no less than 48 hours save in the case of emergency when as much notice as is reasonably possible will be given) to that effect to the hirer and in that event The Hub shall, unless there has been a breach of any of the conditions of this Agreement, return the due proportion of the amount paid for the use of the Accommodation but the hirer and other persons attending the booking shall have no further claim whatsoever against The Hub in respect of such termination of the Agreement. See also section 10.
- 22.3. In any event, and notwithstanding anything in this Agreement, The Hub will not be liable to the hirer, its guests, employees, agents or contractors for any consequential, special, or indirect loss, loss of business profits or contracts or loss of reputations to the hirer in the event of cancellation of the function or termination of this Agreement by The Hub.

23. Emergency Procedures

- 23.1. The hirer must comply with The Hub's Emergency Procedures. If the fire alarm is sounded, everyone should leave the building immediately by the nearest fire exit. No one should return to the hall until permission has been obtained from The Hub.
- 23.2. In the event of a fire, the emergency services shall be informed by calling 999.

24. English Law

- 24.1. This Agreement shall be governed by English Law and the parties hereby submit to the jurisdiction of the English Courts.

25. Statutory Rights

- 25.1. This Agreement creates no binding relationship between the parties hereto in relation to further booking nor confers on the hirer any Statutory rights under the Landlord and Tenants Acts.

26. Contracts (Rights of Third Parties) Act 1999

- 26.1. Notwithstanding any other provisions herein contained noting in this Agreement for Hire confers or purports to confer any right to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not party hereto.

27. Responsibility

- 27.1. Signatories to the Booking Form and this Agreement bear the responsibility for any violation of the Agreement by all guests.
- 27.2. Where the Hirer is an organisation, the Management Committee of the organisation referred to in the hiring application shall be jointly and severally liable with the Hirer for complying with this agreement.

Please print & sign, then scan this page and return to thehublp@gmail.com

I/We the undersigned agree to hiring the Hub Facility and accept the Terms and Conditions of Hire.

Name _____ Organisation_(if applicable)_____

Date _____ Signature _____

Period and Times of Hire:

Discount from standard hire rate (If applicable):

Any discount is dependent on the hirer using the facility at the times and the period detailed above. In the event that the hirer seeks to terminate the agreement early then the discount will not apply and the full rate will be charged for either part or the whole of the agreement. This applies even if appropriate notice is given.

The Hub Hire Agreement B (Casual Hire by Individuals Only)

We aim to make things as simple for our community users so there aren't pages of terms and conditions to read and sign. Instead when you submit your booking form you are agreeing to the following:

1. **Payment:** Paying in a timely manner. You will be invoiced once the booking request has been submitted (normally within 48 hrs). The invoice should be paid as follows to secure your booking, noting that failure to pay means no booking:
 - **If booking more than 4 weeks in advance.** An immediate payment of a deposit of at least 50% of the total is to be made by BACS transfer. Any balance due is then to be paid at least 4 weeks before the event.
 - **If booking less than 4 weeks in advance:** The full amount is to be paid immediately by BACS transfer.
2. **Cancellation:** Giving at least 4 weeks' notice in writing ((preferably email) if you want a full refund. 50% of the hire charge will be retained if notice is given within 4 weeks of the event.
3. **Safety:** Being responsible for your own safety and for those who may be enjoying facilities with you. Please make sure you clear up any spills quickly and avoid having trip hazards (trailing cables etc). You may wish to take advantage of the public liability insurance available to you through our insurers at no extra cost. Please let us know when booking.
4. **Cleaning/damage:** Respecting the facility and leaving it in as good a condition as you found it. You may incur extra charges if additional cleaning is required after you have left.
5. **Respect:** Respecting our neighbours when entering and leaving the facility and the car park, and respecting any other users.
6. **Hire Times:** Sticking to your agreed hire times, making sure you include any set up and clear up time in your booking.
7. **Defects:** Reporting any defects when you finish.

The Hub Licence to Trade

Licence for: *(insert name of Trader)*

In consideration of The Hub agreeing to license:

Land within The Little Paxton Hub Car Park, Little Paxton

For the period: *(insert dates and period)*

Times: including set up/take down *(insert times)*

Purpose: Trading of *(insert nature of trading activities)*

In respect to the to the trading activity detailed above I/We:

1. Agree to indemnify The Hub against all damages, actions, costs and claims whatsoever including third party liability arising out of temporary occupation of site.
2. Accept that use is entirely at my/our own risk.
3. Confirm we have appropriate Public liability insurance for this activity.
4. Agree that this permission does not include any obligation on the part of The Hub to enter into any further agreement for trading.
5. Agree to ensure that the condition of the area used is no worse than when occupied.
6. Will ensure use does not inconvenience other Hub users or the neighbouring community, and in particular does not deny access to Hub parking spaces other than those specifically allocated for use by the trader.
7. Agree to pay the sum of £xx per trading session in advance together with any agreed deposit.

Signed _____ Date _____

On behalf of the trader

Signed _____ Date _____

On behalf of the Hub

8.