



Room Hire Prices

<u>Main Hall/cafe space</u> (capacity 80) - Prices per hour	£25
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<u>Meeting Room</u> (capacity 20) - Prices per hour	£18
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Other useful information

Deposit: A deposit is required for one-off events. A £50 deposit required (this may be lower if you have been offered the concessionary rate). The deposit will be returned in full after the event (unless required for cleaning or damage repair).

Concessionary rates for charitable organisations: If your booking is for a community group or charitable organisation who would struggle to pay the above rates, we may be able to offer you a reduced rate for booking. Please get in touch with us via email and include a brief explanation of what your organisation does: info@flosoxford.org.uk

Subsidised Hire Costs: If you have reason to ask for special dispensation with regards to hire charges, please put these reasons in writing to PPP and email: info@flosoxford.org.uk

People Place and Participation Ltd, for Flo'- the Place in the Park (PPP Ltd) .

April 2018

Flo's- the Place in the Park

The Centre is managed by People, Place & Participation Ltd, Charitable Community Benefit Society registration number 7713, referred to as PPP Ltd. This agreement is with PPP Ltd through its authorized representatives on the centre management team

Name of Authorised Representative of PPP Ltd dealing with this booking:

Address: Flo's - the Place in the Park, Rymers Lane Oxford OX4 3JZ

Conditions of Hire

1.1 PPP reserves the right to refuse any application, without stating their reason for doing so and may accept any application only upon such additional conditions as they shall deem necessary to impose. The hire shall relate only Flo's-The Place in the Park and the rooms requested in the Hire Agreement Form. The Period of Hire must include the additional time required for setting up before and clearing away after the event. If PPP accepts the application, the person or persons signing the Hire Agreement Form must be over 18 years of age and shall be deemed the Hirer as well as the society, association, club, company or other body on whose behalf the application may be made and as such, will be jointly and severally responsible to PPP Ltd. for the payment of the hiring fees and for strict observance of these Conditions of Hire.

1.2 The hiring of the Hire Accommodation does not entitle the Hirer to use or enter the Hire Accommodation at any time other than the period of time stated in the Hire Agreement Form, unless prior consent has been given by Flo's by PPP Ltd.

1.3 Any alterations to the details of the booking must be notified to the in writing. PPP Ltd reserves the right to refuse any request for alteration of detail.

2. Hire Charges

2.1 The charges for hiring the Hire Accommodation will be in accordance with the current official charge. Should it become apparent that additional charges are necessary for a hire, the Hirer will be contacted and prior approval sought before proceeding with the hire.

3. Assignment and sub-letting

3.1 The Hirer shall not assign or sub-let the Hired Accommodation, or any part thereof.

4. Payment

4.1 Payment of hire fee and deposit shall be made at the time of acceptance of booking along with returnable deposit.

5. Cancellation of hiring – PPP Ltd

5.1 If the Hirer wishes to cancel the booking before the date of the event and PPP Ltd is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of PPP Ltd.

PPP Ltd reserves the right to cancel the hiring:

- (a) In the event of a breach, or anticipated breach, of any Conditions of Hiring including any special conditions imposed by PPP Ltd or
- (b) If at any time prior to the commencement of the event, it shall appear to PPP Ltd that the Hirer has made a material omission from, or misstatement in, the Hire Agreement Form, or
- (c) If the event is likely to be objectionable or undesirable or could cause a breach of the peace or any risks identified in the class are not being properly controlled by the Hirer with the potential result of injury to a participant or could cause damage to the Centre, or
- (d) If at any time prior to the commencement of the event, the detailed particulars referred to in clause 1 hereof have not been supplied or, if supplied, have not been approved by PPP Ltd. or
- (e) For any other reason that is beyond the control of the PPP Ltd, such as; Force Majeure, industrial action, strikes, lockout, riots, civil commotion, fire, explosion, flood, act of God, terrorist threat, radioactive

contamination, or if there has been a breakdown of water, gas or electricity supply, water leakage or any accident, incident, or occurrence, requiring the closure of the building.

6. Good order in hired accommodation

6.1 The Hirer shall ensure that no undesirable person is permitted to enter, remain, or otherwise make use of the Hire Accommodation. PPP Ltd reserves the right to require the Hirer to remove, or cause to be removed, any person from the Hire Accommodation.

6.2 No animals are allowed in the Hire Accommodation except guide dogs for the blind / assistance dogs.

6.3 The Hirer is responsible for maintaining adequate control, supervision and quiet and orderly conduct of the Hire Accommodation, entrances and egress.

6.4 The Hirer must provide suitable and sufficient attendants as requested by the PPP Ltd or any licensing requirements.

7. Care of the accommodation

7.1 The Hirer must take care of and shall not cause any damage, or permit or suffer any damage, to be done to the Hire Accommodation.

7.2 No bolts, nails, tacks, screws, pins, hooks, strong adhesive or other such like objects shall be used in any part of the building.

7.3 No alterations or additions of any description may be made to any of the fittings, apparatus, or furnishings of the building, without first obtaining the consent of and complying with the requirements of PPP Ltd

7.4 No posters or announcements of the event may be displayed on the premises without the PPP Ltd's explicit consent.

7.5 Chairs, tables, furniture and equipment, whether already in the Hire Accommodation or brought into it by the Hirer shall not be used or placed otherwise than as may be approved by PPP Ltd

7.6 Clear and free access must be maintained in all gangways, fire doors, fire aisles, fire fighting equipment, disabled access areas, corridors, vestibules, entrances, exits and staircases.

7.7 The Hirer shall not interfere in any way with any meter, installed cabling or pipe work, switchboard, water or gas or electricity fittings, seating system, staging, or building fixture and fittings.

7.8 The Hirer shall not adjust, move or operate any lighting, sound or technical equipment, without the consent of PPP Ltd

7.9 No compensation will be accepted, or compensation paid, by PPP Ltd in the event of loss or damage being suffered by the Hirer on account of the failure of the lighting, heating or any other equipment.

7.10 The Hirer shall leave the Hire Accommodation in as good order and in as clean a condition as at the commencement of the hiring and if default is made the Hirer shall pay to PPP Ltd a reasonable charge for putting the Hire Accommodation in order.

7.11 Unless the Hirer shall show before the commencement of the Period of Hire that any property of is damaged, property shall be deemed to have been undamaged at the commencement of the Period of Hire.

8. Hazards, fire hazards and electrical goods

8.1 Upon signing this agreement, a safety tour of the building will be provided and a risk assessment undertaken with a representative of PPP Ltd to ensure that activities are deemed safe to take place in the building/on site.

8.2 The Hirer must submit a risk assessment of any additional materials or actions that might introduce a hazard or increase any risk and should submit a risk assessment for their activity.

8.3 All equipment and materials provided by the Hirer must be rendered non-inflammable and so maintained, failing which, the use thereof is prohibited. No compressed gas or inflammable substance shall be brought into, or used in, the Hire Accommodation.

8.4 Any flammable materials that have been flame-proofed require satisfactory certification and documentation.

8.5 PPP Ltd reserves the right to impose such further, or other, conditions which, having regard to the particular hiring, it may consider necessary in the interest of public safety.

8.6 In no case, will naked flames be permitted in any part of the Hire Accommodation.

8.7 Any mains electrical items provided by the Hirer must have a valid Portable Appliance Test Certificate less than 12 months old and available for inspection.

8.8 The Hirer is responsible for providing first aid in the Hire Accommodation

8.9 The Hirer is responsible for ensuring that a safe number of people are admitted to their event, this number should be based on fire regulations (details of which can be provided by PPP Ltd's representative) and what the Hirer in their professional opinion deems to be safe number of people for the activity they are providing and the size of the room based on their risk assessment.

9. No smoking policy

Smoking is strictly forbidden throughout the Centre and its grounds at any time.

10. Insurance and liability

10.1 Any items brought into the Centre are at the Hirer's own risk. PPP Ltd will not take responsibility for any expenses incurred as a result.

10.2 Should any damage be done to buildings, fittings, apparatus or furniture, the expenses of making good the same shall be borne by the Hirer. PPP Ltd shall be the sole judge of the damage done and the amount thereof. Any articles or things belonging to PPP Ltd that may be found to be lost or missing from the Hire Accommodation during or after any hiring shall be paid for by the Hirer. A deposit or guarantee of security against any such loss or damage will be demanded if thought necessary in the opinion of the Manager or Estates.

10.3 The Hirer shall indemnify PPP Ltd against all claims, demands, actions or proceedings, in respect of:
(a) any damage to, or loss, theft or removal, of property in the building belonging to any person other than PPP Ltd or its representatives.

(b) any loss or damage suffered or sustained by any person in consequence of the death or injury to any person howsoever or whomsoever caused, which shall occur while such person is in or upon the Hired Accommodation, or arise from any accident or occurrence which shall occur while such person is in, or on, any part of the Centre.

10.4 The Hirer's attention is directed to the centre's Health & Safety policy statement and codes of practice with which the Hirer and his employees and agents will be expected to comply with, while using the Hired Accommodation. A copy of these is open for inspection at the centre during the normal hours of business. The Hirer is urged to refer to these and ensure that safe working practices are adopted at all times when in the building.

10.5 The Hirer must have a valid certificate of Third Party Public Liability Insurance and Employee Liability Insurance (if applicable). The Hirer must affect his own insurance to cover liability arising from his activities whilst he is using the Hire Accommodation. This must be produced to PPP Ltd's authorized representative on demand and PPP Ltd reserves the right to cancel the hire, without notice, if satisfactory insurance cover cannot be produced.

10.6 The Hirer shall indemnify and keep indemnified, PPP Ltd and Flo's staff from and against all actions, expenses, claims, damages and demands, whatsoever and howsoever arising from, or in consequence of, the non observance, or non-performance, of any of the conditions and provisions hereof by the Hirer or by any person entering, or being in, the building or any part thereof, at any time during the period which the Hirer shall use, or have the right to use the same, or any act or omission by the Hirer or his agents or servants.

11. Property of the Hirer

11.1 All items brought or sent to the Hire Accommodation by the Hirer must be unloaded, placed in position and removed by persons employed by the Hirer. Heavy goods or furniture must not be brought into the Centre without the consent of PPP Ltd. The Hirer shall remove all items belonging to them before the end of the Period of Hire, unless otherwise agreed, failing which, they shall be liable to be charged at the appropriate hourly rate for every hour, or part hour after the time, that such items are left in the Hire Accommodation. In addition, PPP Ltd. may arrange for the removal and storage of such items left in the Hire Accommodation and the Hirer shall pay for the cost of PPP Ltd. doing so.

11.2 PPP Ltd shall not be liable to the Hirer in respect of any loss or damage to the Hirer's property in undertaking such removal and storage.

11.3 Any items left in, or about, the Hire Accommodation without the written consent of PPP Ltd will be disposed of at the Hirer's expense and without any liability for any loss or damage to the Hirer.

12. Right of entry

12.1 PPP Ltd reserve the right of entry for their trustees, staff and contractors, or any duly authorised parties such as Police Officer on duty, member of Ambulance service, Fire Brigade or safety officer to access to all parts of the Hire Accommodation at all times.

12.2 PPP Ltd reserves the right to refuse admission to, or remove from the Hire Accommodation, any person or persons without stating any reason therefore. PPP Ltd shall not be liable to pay any refund or compensation arising from such exclusion.

13. Licences and permissions

13.1 The Centre is NOT licensed for the sale of intoxicating liquor, public entertainment and theatre. Such licences must be obtained by the Hirer, but only with the written agreement of PPP Ltd

13.2 The Hirer shall observe any conditions made by the PPP Ltd, Oxfordshire County Council, the Fire Officer or other authority as to stage plays and number of persons to be admitted, arrangement of seat gangways and any other related matter.

14. Children and young person's act

When children will be present for a room hire, suitable adult supervision must be provided at all times. At least two adults must be present and responsible for children at all times.

In cases where a room is used for business purposes involving children whose parents are not present, adults supervising the children must be DBS checked and proof of Enhanced Disclosure must be provided to PPP Ltd in advance of the booking.

For the purposes of this contract, children will be deemed to be any person under the age of 16.

15. Complaints

Any complaint regarding any of the arrangements connected with the hiring must be made in writing to PPP Ltd and received within 48 hours of the cause of such a complaint arising.

16. Safety tour

The Hirer will be provided with a safety tour of the building when signing the Hire Agreement. You Hirer should ensure that they are familiar with:

- Fire plans, including exits and operating the automatic fire warning system.
- Intruder alarms.
- Lone working guidance
- How to operate services
- Locking and unlocking the building.

17. RISK ASSESSMENT

Activity undertaken	Additional risks identified	Actions taken to reduce risks	Who will undertake these actions?

DECLARATION

I have read the Terms and Conditions of Hire on the back of this Hire Agreement Form and agree to abide by them. I would like to hire the rooms(s), facilities and services as indicated above.

I have received and understood the building safety and security briefing.

I agree to the finding of the risk assessment and will implement any outcomes as listed.

Signature Name (please print)

On behalf of (please print).....

Date Date

Safeguarding / Child Protection Declaration

Flo's-The Place in the Park agrees to the hire of the Hired Premises for the agreed use of these premises by the Hirer.

The Hirer undertakes to ensure that all staff or volunteers providing a service on behalf of the Hire will be made aware of the Oxfordshire Safeguarding Children's Board child protection procedures, the DFE guidance Keeping Children Safe in Education (2015) and the Oxfordshire Safeguarding Adults Board multi-agency adult protection procedures.

Specifically the Hirer will take responsibility for ensuring that all required safe recruitment checks are undertaken on any adult using Flo's premises. This should include enhanced DBS checks on all those likely to have unsupervised contact with children and young people or adults with care and support needs and a requirement that any allegation about inappropriate behaviour from any adult, employed or volunteering for the Hirer is referred to:

- the Designated Officer for the Local Authority (LADO) where the alleged victim is under 18 years of age.
- the Social and Healthcare Team and raised as a safeguarding alert where the alleged victim is an adult with care and support needs,

In either case this will be done within 24 hours of the incident and before taking any action.

[Insert name of Hirer representative] on behalf of [insert name of Hirer organisation] accept the responsibilities to safeguard and promote the welfare of all the children or young people for whom we provide a service. I accept the requirement to follow the guidance and procedures outlined above.

I/we agree to provide a copy of our child protection policy/safeguarding policy on request of Flo's – The Place in the Park. Note where an organisation/individual does not hold a child protection policy, then they should confirm that they are aware of the OSCB procedures and agree to follow these).

I/we confirm that all adults either employed or being used on a voluntary basis to provide services on behalf of [insert name of hirer organisation] have been through the appropriate safe recruitment checks and have received and will continue to receive appropriate safeguarding training as dictated by the Safeguarding Boards.

[Insert name of the Hirer representative] of [insert name of the Hirer organisation] make this declaration to confirm that we agree to and accept the expectations of this agreement.

The Hirer undertakes to uphold fundamental British values as defined within the Counter-Terrorism and Security Act 2015 and will not seek to express or allow any individual in their organisation to express radical or extremist views.

Signed

(on behalf of Hirer)

Date: