



Friends of Beaumont Park Ltd  
The Depot Beaumont Park  
Beaumont Park Road  
Huddersfield  
West Yorkshire  
HD4 7AY

## Visitor Centre Hiring Agreement

DATED .....

### PARTIES

The Friends of Beaumont Park, Registered Charity No 1129268, acting by its Trustees ('The Association')

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

*AGREED* as follows:

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 1.6.1 and 1.6.2 are terms of this agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire.

### **1.1 Date(s) required:**

Date(s) ..... Time required .....

### **1.2 The Association**

Authorised Representative David Rudd  
Events Coordinator  
The Depot  
Beaumont Park  
Huddersfield  
HD4 7AY  
email events@fobp.co.uk

### **1.3 The Hirer**

Name .....

Organisation .....

Authorised Representative .....

Address .....

Contact Telephone Number(s) .....

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## 1.4 Hire Fee

Fee £..... Deposit £.....

The Hirer shall pay as a deposit at least one third of the cost of the booking, the balance of the booking fee being payable on or before the conclusion of the event for which the premises are hired (the deposit having been paid on the signing of this Agreement).

Special deposit £.....

This special deposit will be refunded 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 have any complaints been made to the Association about noise or other disturbance during the period of the hiring as a result of the hiring.

Balance £.....

Payable on or before the conclusion of the event for which the premises are hired (the special deposit having been paid on the signing of this Agreement).

Will the Visitor Centre be used for Commercial Use? Yes / No

## 1.5 Premises

The Beaumont Park Visitor Centre

## 1.6 Purpose/description of hiring

.....  
.....

1.6.1 Will this be a public or private event? Public / Private

1.6.2 Is food to be provided at the event? Yes / No

## 2 Licences and Permissions

2.1 Kirklees Council and / or the Friends of Beaumont Park have a premises licence and other licences or permissions authorising the following regulated entertainment and licensable activities.

- a) Performance of plays
- b) Performance of live music
- c) Performance of dance
- d) Making music
- e) Dancing

2.2 Kirklees Council's premises licence DOES NOT PERMIT, nor do the Friends of Beaumont Park hold a licence or other permissions for the following regulated entertainment and licensable activities.

- a) The showing of commercial films, cartoons etc.
- b) Indoor sporting events

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- c) Boxing or wrestling entertainment
- d) Playing of recorded music (unless specifically authorised by the committee \*)
- e) Provision of hot food / drink after 11 pm
- f) Showing and recording of television programmes

The FoBP only hold a licence to play recorded music for the "Moving More Often" Sessions in the Visitor Centre and for four events per annum.

**In order to hold a licensable activity on the premises not covered by the Visitor Centre's Premises Licence, a Temporary Event Notice (TEN) may need to be given to the licensing authority. The Hirer must obtain consent of the Events Coordinator 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.**

- 2.3 The sale and consumption of alcohol is prohibited.
- 2.4 The hirer agrees not to exceed the maximum permitted number of people for the Visitor Centre – which is 40 (forty) including the organisers/performers.
- 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 (see clause 2.2) 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. Special note should be taken relating to the fact that the Association's Public Liability Insurance does not include third part organisations.

**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.**

**Signed by the person named at 1.2 above, duly authorised, on behalf of the Association:**

Signed .....Name .....

**Signed by the person named at 1.3 above, duly authorised, on behalf of the Hirer:**

**I confirm I have read and agree the above agreement and the standard conditions of hire and understand that the Friends of Beaumont Park's public liability insurance does not cover the actions or inactions of me or my organisation.**

Signed \_\_\_\_\_ Name \_\_\_\_\_

# **Friends of Beaumont Park - Visitor Centre Hire Agreement**

## **Opening and Closing the Visitor Centre**

The Centre will be opened for your hiring by the Events Coordinator and will be closed for you at the time you have indicated.

Please ensure that any helpers or outside caterers or contractors are aware of the hire period and that they will not be able to enter before or leave after the hire period. Guests are expected to vacate the Premises within fifteen minutes of the end of a hire period.

Please telephone **07941 070154** in case of difficulty.

## **Safety**

Smoking on the Premises is not permitted.

In the event of a fire, the Premises should be evacuated in an orderly manner using the appropriate exits and the Fire Service called by dialling 999. Fire exits and fire extinguishers must be noted before the Visitor Centre is occupied and the manner of opening Fire Doors should be made known to your guests.

The Association's health and safety policy is available as part of the standard conditions of hire – Appendix A. The first aid box located above the refrigerator in the kitchen.

Hirers should undertake their own risk assessment with special relevance to the activities that will be undertaken during the period of the hire. The association has carried out its own general risk assessment for the use of the Visitor Centre which is available as part of the standard conditions of hire – Appendix B

## **Power Circuits/Heating**

The heating controls are located on the right hand wall as you enter the building, next to the fire exit. Please let the Events Coordinator know if you need the Centre to be particularly warm or cold. Do not adjust individual radiators/heaters as this will result in the Centre being too cold or hot for subsequent users.

## **Centre Telephone**

The Centre has no telephone so you are strongly advised to bring a fully charged mobile telephone for use in case of emergency.

## **Car Parking**

The roads leading to the Visitor Centre are public roads and must not be obstructed; neither must the driveways of residents. There is no parking within the Park.

## **Consideration for Others**

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents.

Please do not use drawing pins or adhesive tape on the walls or other surfaces, use blu-tack if you need to put up notices or decorations. Do not fix decorations near light fittings or heaters.

Please leave the Centre clean and tidy and leave waste in the bins outside or take it home. In particular we require you to ensure table tops are disinfected and wiped clean.

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## **Faults/ Damage/ Comments**

Please report as soon as possible to the Events Coordinator any faults or damage so that they can be rectified quickly. The Management Committee welcomes comments or observations that you may have about your hire of the Centre.

### **Standard Conditions of Hire**

These standard conditions apply to all hiring of the Association's premises. If the Hirer is in any doubt as to the meaning of the following, the Events Coordinator or other relevant person should immediately be consulted.

These conditions of hire form an integral part of the hire agreement and it is the responsibility of the hirer to ensure they have read and understand all of its contents

#### **1. Age**

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

#### **2. Supervision**

The Hirer shall, during the period of the hiring, be responsible for -

- supervision of the premises, the fabric and the contents;
- their care, safety from damage, however slight, or change of any sort; and
- the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

As directed by the Association, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

#### **3. Use of premises**

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

#### **4. Gaming, betting and lotteries**

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

#### **5. Licensable activities**

The Hirer shall ensure that if licences are required in respect of any activity in the premises, that they hold the relevant licence or that the Association holds it.

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## **6. Public safety compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Visitor Centre's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is provided, or which is attended by children. The hirer shall also comply with the Association's health and safety policy.

The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Service and evacuating the Visitor Centre;
- The location and use of fire equipment;
- Escape routes and the need to keep them clear;
- Method of operation of escape door fastenings;
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

In advance of an entertainment or play the Hirer shall check the following items:

- 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;
- That any fire doors are not wedged open;
- That exit signs are illuminated;
- That there is no obvious fire hazard on the premises.

## **7. Means of escape**

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

## **8. Outbreaks of fire**

The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Events Coordinator.

## **9. Health and hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Safety (Temperature Control) Regulations 1995.

## **10. Electrical appliance safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989 and any subsequent legislation<sup>1</sup>. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

## **11. Insurance and indemnity**

The Hirer shall be liable for:

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- the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises;
- all claims, losses, damages and costs made against or incurred by the Association, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer; and
- all claims, losses, damages and costs made against or incurred by the Association, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

The Association is insured against any claims arising out of its own negligence.

**NOTE: The Association's Public Liability Insurance does NOT cover the liabilities of third parties using the Visitor Centre.**

### **12. Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public to the Association's Authorised Representative (named in 1.2 of the Hiring Agreement) or, failing that, to a member of the Association's Management Committee as soon as possible and complete the relevant section in the Association's accident book. Any failure of equipment belonging to the Association or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported. The Authorised Representative will give assistance in making this report. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)

### **13. Explosives and flammable substances**

The Hirer shall ensure that:

Highly flammable substances are not brought into, or used in any part of, the premises and that;

No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Association. No decorations are to be put up near light fittings or heaters.

### **14. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Association. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

### **15. Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

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## **16. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Association. No animals whatsoever are to enter the kitchen at any time.

## **17. Children and Vulnerable Adults**

Compliance with the Children Act 1989 and subsequent legislation, including work with vulnerable adults

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and subsequent legislation and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks have sole access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Association with a copy of their DBS Checks and Child Protection Policy on request.

## **18. Fly posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of the Association's Management Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

## **19. Sale of goods**

The Hirer shall, if selling goods on the premises, comply with Fair Trading laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed; as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

## **20. Film shows**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film

## **21. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Association is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Association. The Association reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- the Association reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
- unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- the premises becoming unfit for the use intended by the Hirer;
- an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.



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In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Association shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

### **22. End of hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced; otherwise the Association shall be at liberty to make an additional charge.

### **23. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

### **24. Stored equipment**

The Association accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring, or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Association may use its discretion in any of the following circumstances:

Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended;

Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Association disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

### **25. No alterations**

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Authorised Representative. The Hirer must remove all such articles at the end of the hiring unless otherwise agreed with the Association. Any unauthorised articles left on the premises will be disposed of by the Association as it thinks fit. The Hirer will make good to the satisfaction of the Association any damage caused by such installation and removal.

### **26. No rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

### **27. Dangerous and unsuitable performances**

Performances involving danger to the public or of a sexually explicit nature shall not be given.