

HIRE AGREEMENT between

TOBIAS SCHOOL OF ART & THERAPY AND THE HIRER

HIRER NAME:.....

POSTAL ADDRESS:

.....

CONTACT PHONE NUMBER:

NAME OF CONTACT:

ROOM REQUIRED:.....

DATES REQUIRED:.....

.....

1. The Hire Agreement

This written agreement between Tobias School and the Hirer ensures that both parties are aware of their rights and responsibilities.

2. Fire and Safety Regulations

The Hirer must comply with fire and other safety regulations. Please ensure that you are aware of the following:

- (a) The action to be taken in the event of a fire, including calling the fire brigade and evacuating the building;
- (b) The location and use of fire equipment;
- (c) Escape routes and the need to keep them clear;
- (d) Method of operation of escape door fastenings;
- (e) Appreciation of the importance of any fire door and of closing all fire doors at the

time of a fire; and

(f) Location of the first aid box.

In the event of fire

Smoke detectors, fire alarms and fire extinguishers are installed. Please call the fire brigade if a fire commences. Please only use extinguishers if safe to do so and if the person has experience and/or training. The official Fire Assembly point is in the Tobias Car Park. Please take your register if you have one or a note of the number of attendees on your event.

3. In the event of electricity power cut

The consumer unit is located in a wooden cabinet at the far of the clay modelling room which is found off the kitchen. If a local circuit has tripped this will be indicated by the switch being down on the consumer unit. Returning the switch to the 'up' position will normally rectify the problem, which can be often a blown light-bulb. However, if the switch immediately falls down again this indicates something more serious and so please do not attempt to try to do this again or to use that circuit and call one of the emergency contact numbers above.

4. Electrical Appliances

The School is responsible for the regular testing of electrical appliances that belong to the premises. However, the Hirer is responsible for ensuring that any electrical appliances that the Hirer brings onto the premises are safe and used in a safe manner and comply with relevant regulations.

5. In the event of a water leak

The mains water stop cock is located also in modelling room to the left of the sink. If a leak develops please turn off the water stop-cock. There are subsidiary stop-cocks in the toilets which can be turned anti-clockwise a ¼ turn. However, if unable to locate these or leak in another location then use the main stop cock and call an emergency number above.

Please place a note under the office door listing any effect or action you may have undertaken.

6. Insurance

The School has only public liability insurance and other insurance for its needs. The Hirer must assure themselves that they have sufficient insurance for their needs and, if necessary, arrange additional insurance cover.

7. Minimising Nuisance Issues

The Hirer must ensure that:-

- (a) No litter is to be left in, on or around the premises;
- (b) Rooms used are cleaned and restored to the condition in which they were found;
- (b) Smoking is prohibited inside the buildings.
- (c) No animals (except guide dogs) are allowed on the premises unless this has been agreed beforehand;
- (d) Music and/or noise from your activities to be controlled in order not cause nuisance or inconvenience to adjoining owners or residents.

8. Refreshments

The Hirer is responsible for providing their own refreshments and food. The School's urn and kettle may be used but it is the Hirer's responsibility to ensure that the urn is switched off after usage. The School has a limited amount of cutlery, crockery and kitchen utensils which the Hirer may use provided they are all cleaned and put away after use. The School will ensure that there are detergents for the dishwasher and other cleaning equipment available for the Hirer to use to ensure that the area is left clean and tidy.

9. Lack of Availability

It is possible, through no fault of the School, that the premises or part of it may be damaged or there may be a failure of services which may cause the premises to become unfit for use. In the event of such an occurrence the School shall not be liable to the Hirer for any resulting loss or damage whatsoever.

10. Cancellation

Once the agreement is completed, (i.e. signed and dated), the parties are then contractually bound to carry out the hiring and comply with the terms of the agreement. Failure to do so will be a breach of contract. However, there may be situations where either party may wish to cancel a booking. The following provisions can be used to cover such eventualities: -

(a) If the Hirer wishes to cancel the booking before the date of the event and the School 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 School.

(b) The School reserves the right to refuse a booking without notice or cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the Hirer. The Hirer shall be entitled upon such notice to the reimbursement of such money including the deposit or a proportion of the same as have been paid by the Hirer to the School but the School shall not be liable to make any further payment to the Hirer.

(c) The School shall have the right to cancel the booking if the School knows, or has reason to believe, that such booking will lead to a breach of legal or statutory requirements. In the event of a cancellation under this clause the School shall refund to the Hirer any deposit or booking fee already paid but shall not be liable for any other costs whatsoever incurred by the Hirer.

11. Storage and End of Hire

Permission should always be sought from the School prior to the start of the hire for storage by the Hirer of any items on the premises during the term of hire. Of course, any such items must be removed at the end of the period of hire.

12. On Completion of the Event

After use close all windows and doors.

Turn down radiators to number 2.

Turn lights out

Re-stack chairs

The reasonable use of the kitchen and facilities are included in the rental agreement. Please clean and tidy up afterwards with cups placed in the dish-washer.

Leave studio/room tidy

13. Other matters

Please be considerate regarding noise etc to other users/students who may be using other rooms and/or kitchen

The car park is available for your use, but please be considerate to our neighbours.

Use of candles is not allowed

Use of loud music or similar etc is not allowed

No smoking throughout the building

Please remove any equipment and/or materials you have brought with you.

14. Payment

Payment for usage of the facility is required **7 days prior** to the commencement of the hire.

15. Emergency numbers

In an emergency please contact the following members of staff in this order:

Helena O’Sullivan 07850 029779 or 01342 315937

Jonathan Chequers 07786 346886 or 01883 346091

Gill David 07970 240554 or 01342 823895

SIGNED:..... DATE:.....

On behalf of Tobias School of Art & Therapy

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The Hirer

Full Name in Capital Letters

DATE:.....