**QUIET GARDEN HIRE AGREEMENT**

**This Hire agreement is between:**

1. Myatt’s Fields Park Project, in partnership with Lambeth Landscapes, Cormont Road, London, SE5 9RA (“MFPP”)
2. Your self (“the hirer”)

**Preamble**

Myatt’s Fields Park Project works in partnership with London Borough of Lambeth to facilitate the use of the Park’s buildings and spaces for the benefit of the local community and to raise sustainable income to protect and manage the park. MFPP would like to make the Premises available to all community groups and users irrespective of their ability to pay and is happy to accept applications from such groups setting out their community / charitable purposes and how much, if anything, they are able to contribute to MFPP.

MFPP’s main aims: social cohesion, skills/employment, recreation, health and wellbeing, community enterprise.

1. **Definitions and Interpretations**

**Access Hours:** means when Myatt’s Fields Park Project is open and the Premises is available for hire.

**Community Enterprise:** means an organisation that charges its members for activities organised by the organisation.

**Community Organisation:** means an organisation where members are not required to pay for activities organised by the organisation.

**Hire Area:** means the part of the Premises which has been Hired to the Hirer.

**Hirer:** means the person signing this Hire Agreement who shall be deemed to be, and is known as “the Hirer” and agrees to be responsible for the due observance and performance all respects of MFPP’s Regulations and Conditions, and for payment of all charges due to MFPP.

**Premises:** means the Quiet Garden, Myatt’s Fields Park, Knatchbull Road, London, SE5 9RA

**Overstay Charge:** is a charge made in addition to the Hire Charge if the Hirer does not fully vacate the Premises by the end of the Hire Period.

**One-off Booking:** means where a Hirer books a Hire Area on a causal basis (e.g. not a regular weekly/monthly booking)

**Regular Booking:** means a recurring booking (e.g. one hour per week/month) of a Hire Area

1. **Area of Hire and Capacities**
   1. The quiet garden is situated in the corner of the park next to Knatchbull Road and Cormont Road
   2. The capacity is 100 people
   3. The Hirer agrees to act respectfully towards the Premises it is Hiring and all other parts of the park.
2. **Purpose of Hire**
   1. The Hirer is required to provide full details of the purpose of Hiring in advance – these will be on the Booking Form or an attached email, and shall not use the Premises for any other purpose without the prior written consent of MFPP.
   2. The Hirer shall not sub-let its booking to any other user.
3. **Payment Charges**
   1. In order to provide a quality Premises to community groups, MFPP will charge the Hirer a fee (no VAT)- this is as discussed in the attached email.
   2. An Overstay Charge is applicable where the Hirer does not fully vacate the Premises by the end of the Hire Period. The Hirer agrees to pay double the hourly rate for every hour or part hour overstayed.
   3. A deposit of £50 is charged against overstay or damages.
4. **Method of Payment**
   1. The Hirer agrees to pay the charges at time of booking.
   2. MFPP accepts payment for the use of any part of the Premises by the following methods:
5. Cash;
6. Cheque – payable to Myatt’s Fields Park Project
7. Bank transfer – after an invoice is sent and according to payment details.
8. Online payment – Through the booking system or docusing payment via Stripe.
9. **Cancellation of Hire**
   1. Cancellation may be made by the Hirer up to 14 days before the booking. In this instance MFPP will refund 70% of the fee. Cancellations closer to the event will be non-refundable.
   2. In the event that MFPP has to cancel the Agreement for any reason beyond their control. MFPP will endeavour to secure a future Hire Period at the Premises that is mutually convenient at its discretion.
   3. All repayments, including deposit return are made monthly. This means that they will be actioned within 30 days.
10. **Property of the Hirer**
    1. Any equipment, appliances or other items may only be brought onto the Premises with the written permission of MFPP Representatives – as detailed in the booking form/email.
    2. All items, including unsold/unwanted goods, must be removed from the Premises at the end of the Hire Period and taken off site.
    3. All litter must be picked and removed off site at the end of the Hire Period. It must not be left in the park.
11. **Health and Safety**
    1. The Hirer shall, at all times have regard to the Health and Safety of everyone at the Premises and should ensure that all persons associated with the Hirer’s organisation or group cooperate with MFPP.
    2. The Hirer shall not act unlawfully and shall not create any hazards. Examples of behaviours expected include:
12. Not to sell or consume illegal drugs
13. Not to sell alcohol
14. Not to allow the use of fireworks, bangers etc
15. Not to allow children to play unsupervised
16. Not to block fire exits or gateways
17. Not to light a BBQ or fire in the site
18. Not to use unsafe/untested electrical equipment
19. Not to use or bring flammable liquid or gas
20. Not to exceed the capacity of the Hire Area
    1. The Hirer shall not cause any excessive noise or nuisance, including but not limited to
21. Keep music for your guests only - *Noise levels from Live and / or Recorded music shall remain at 65dBA(Leq) (15min.Tr) OR 80dB(Lin)(Leq) at any 1/3 Octave at 125Hz and below, when measured 1 metre outside windows of noise-sensitive residential and other premises abutting Myatt's Field Park.*
22. Please avoid deeply penetrating or piercing music – eg deep bass beats or piercing sounds.
23. To help our neighbours we ask you to position all music facing in to the park rather than out of it.
24. Not allowing excessive loud or disorderly behavior among guests, eg loud swearing, abusing other park users.
25. Note also that you would be responsible for any breaches of copyright licence if playing music in a public performance. This is outside of the control of MFPP.
    1. The Hirer shall bring to the attention of the MFPP Representative any issues regarding Health and Safety and ensure all accidents are reported to the MFPP Representative.
26. In case of an emergency the Hirer shall contact the Event Manager immediately who will give you their contact details on the day.
27. If necessary, please direct emergency services (999) to the Park address; Myatt’s Field Park, The Old Depot, Cormont Road, London, SE5 9RA
28. **Cleaning**
    1. The Hirer must leave the Hire Area in a reasonable state of cleanliness by the end of the Hire Period, all litter and recycling must be removed and taken off site
    2. By this agreement, MFPP expects all Hirers to act cooperatively and respectfully and to ensure the Premises is left in a good state for future users.
    3. In the event that the Hirer causes loss or damage to any property during the Hire Period or overstays the duration of the Hire Period to the detriment of MFPP or other Hirers or fails to adequately clean the Premises then MFPP shall be entitled to charge a reasonable fee to rectify the situation which will be deducted from the deposit.
29. **Liability**
    1. MFPP understands that many of the user groups will not have an insurance policy of their own. Where any claim is made against MFPP’s insurers, for events which occur during the Hire Period, the Hirer shall be expected to pay the first 100 for each claim.
    2. Nothing in clause 10.0 shall make MFPP liable for any loss for which is not liable in law, and MFPP does not warrant that its insurance covers any loss.

**I agree to these conditions:**

**Name of Hirer:**

**Signature of Hirer:**

**Date:**

**Or agreed by email**