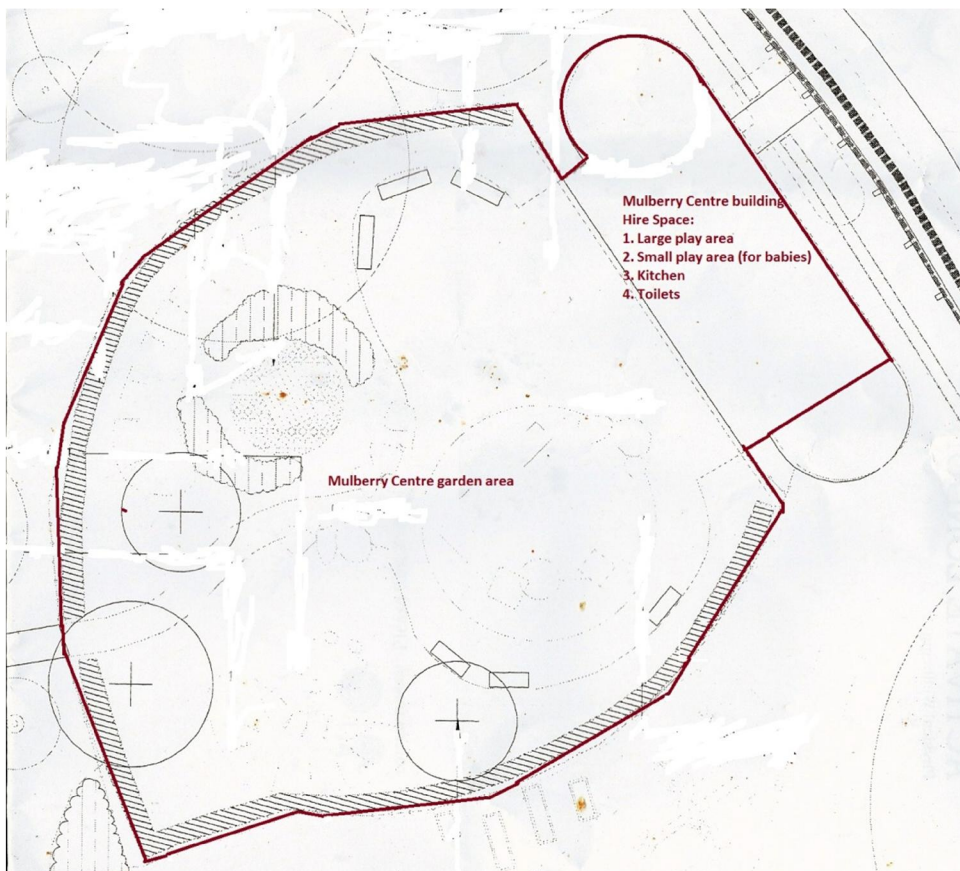


Myatt's Fields Park Project (MFPP)

**HIRE AGREEMENT TO USE THE MULBERRY CENTRE
IN MYATT'S FIELDS PARK
12a CALAIS STREET
LONDON SE5 9LP
IN THE LONDON BOROUGH OF LAMBETH**



1. Particulars

In this agreement the following expressions shall have the following meanings:

- 1.1 The Licensor: Myatt's Fields Park Project, Myatt's Fields Park, Old Park Depot, Cormont Road, London SE5 9RA
- 1.2 The Hirer:
 Name:.....
 Address:.....

 Telephone:
 Email:.....
- 1.3 The Site: The premises known as the Mulberry Centre of Myatt's Fields Park in the London Borough of Lambeth (12a Calais Street, London SE5 9LP)
- 1.4 The Hire Space: The hire space allocated to the Hirer being part of the Mulberry Centre of Myatt's Fields Park including Indoor Play Area, Baby room – if required, Kitchen, Toilets and Garden Area as shown edged red on the attached plan (Page 1)
- 1.5 The Permitted Use **Children's Parties**
 A children's party is defined as a party organised for children aged under 12 and their family and guests.
- 1.6 Designated Times: Saturday mornings from 10am until 1pm and Saturday afternoons from 2pm until 5pm and Sunday afternoons from 12pm until 5pm
- 1.7 Hire Period:
 Day.....Times:.....
- 1.8 Hire Fee £25.00 per one hour / Saturday slot fee of £60.00 per 3 hours / Sunday slot fee of £100.00 per 5 hours (*delete as appropriate*)
- 1.9 Hirers Liability Insurance Limit of indemnity £2,000,000. Excess £100 (each and every claim for damage to the premises or contents caused other than by fire or explosion) see Part F of Tennyson Insurance Policy Schedule
- 1.10 Deposit A cheque in the sum of Fifty pounds (£50) made payable to Myatt's Fields Park Project. Subject to conditions 3 and 5 of this hire agreement, the deposit is refundable
- 1.11 Notice Period Cancellations of bookings must be received by MFPP and Lambeth not less than 7 working days in advance of the Hire Period

2. The Hire Agreement

Subject to Clauses 3 and 4 the Licensor gives the Hirer permission to use the Hire Space in common with the Licensor and all others authorised by the Licensor during the Hire Period for the Permitted Use.

3. Hirer's Undertakings

The Hirer agrees and undertakes:

- 3.1 To pay the Licensor the Hire Fee and Deposit together with this signed Contract in advance of the Hire Period
- 3.2 Not to bring any equipment or goods onto the Site without the consent of the Licensor except as may be necessary for the exercise of the rights given in Clause 2
- 3.3 To keep the Site clean and tidy and clear of rubbish and to leave the same in a clean and tidy condition and free of the Hirer's goods and signs at the end of the Hire Period. See Appendix 2 for our usual room arrangements.
- 3.4 Not to attach to the walls and ceilings anywhere in the premises any decorations of a permanent or semi-permanent nature
- 3.5 Not to display any signs or notices at the Site and park's notice boards without the prior written consent of the Licensor save for signs and banners advertising the Permitted Use
- 3.6 The Hirer is only permitted use of the Licensor's equipment as shown on the resource check list attached
- 3.7 To comply with all fire and safety requirements and provisions relating to the Site
- 3.8 Not to assign or underlet or share or part with possession of the Site or any part thereof
- 3.9 Not to damage the Mulberry Centre or any facilities, fixtures or fittings
- 3.10 Not to park or allow to be parked any vehicles at the Site. The Hirer can park vehicles outside the park on residential roads as there are no parking restrictions. The Hirer may unload goods by entering the park through the Cormont Road gate, driving on the tarmac paths with their hazard light on observing the 5m/h speed limit and stop opposite the gate to Mulberry Centre garden. If the Hirer wishes to enter the park to unload goods they must notify the Licensor in advance of this, and remove all vehicles from the Site as soon as possible once the unloading is complete.
- 3.11 Not to use the Site for any illegal or immoral purposes
- 3.12 Comply with all directions from the Licensor relating to the security of the Premises
- 3.13 Not to use or allow the Site's facilities or fixtures or fittings to be used in such a way as to cause any nuisance damage, disturbance, annoyance, inconvenience or interference to the Site or adjoining or neighbouring property or to the owners occupiers or users of such adjoining or neighbouring property

Hirers using amplified music are required to keep the volume to an acceptable level to avoid

causing nuisance to neighbours

Hirers are requested to keep all unnecessary noise down to a minimum when leaving the premises

- 3.14 The Site caretaker shall attend the Hire Space at the end of the Hire Period and the Hirer shall inspect the Site with the caretaker and together complete the check list annexed to this contract at Appendix 2. Breakages must be reported to the Caretaker at that time and Hirers must indemnify the Licensor for any damage, however caused, arising during, or in respect of the Hire Period
- 3.15 The Licensor will return the Deposit to the Hirer at the end of the Hire Period if there are no breakages or damage.
- 3.16 Not to do any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Site or which would or might vitiate in whole or in part any insurance
- 3.17 To indemnify the Licensor against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this licence or any breach of any of the Hirer' undertakings contained in this Licence
- 3.18 To observe such rules and regulations as the Licensor may make and of which the Licensor shall notify to the Hirer from time to time governing the Hirer's use of the Site
- 3.19 Not to carry out any alterations to the Mulberry Centre
- 3.20 Not to impede in any way the Licensor or its officers servants or agents in the exercise of the Licensor's rights of possession and control of the Site

4. General

- 4.1 The rights granted by this Hire Agreement shall end (without prejudice to the Licensor's rights in respect of any breach of the undertakings contained in clause 3):
 - 4.1.1 On the expiry of the Hire Period
 - 4.1.2 Immediately on notice given by the Licensor at any time following any breach by the Hirer of the undertakings required by this contract
 - 4.1.3 On not less than the notice specified in the Notice Period given by the Hirer to the Licensor
- 4.2 The benefit of this licence is personal to the Hirer and is not assignable and the rights given in Clause 2 may only be exercised by the Hirer and its employees, visitors and customers
- 4.3 The Licensor gives no warranty that the Premises are legally or physically fit for the purposes specified in Clause 2
- 4.4 The Licensor shall not be liable for any loss, claims, expenses or any other liability suffered by the Hirer
- 4.5 The Licensor shall not be liable for the death of or injury to or damage to any property or for any losses claims demands actions proceedings damages costs or expenses or the liability incurred by the Hirer, employees, visitors or customers to the extent that the law allows

- 4.6 All notices given by either party pursuant to the provisions of this Agreement shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery if to the Licensor at; Myatt's Fields Park Project, Myatt's Fields Park, Old Park Depot, Cormont Road, London SE5 9RA or if to the Hirer at their address at clause 1.2 above
- 4.7 On determination of the Hire Agreement the Licensor will be under no obligation whatsoever to renew the Hire Agreement or provide alternative accommodation
- 4.8 The Hirer may use toys and similar items left out in the Hire Space at their own risk

5. Requirements and obligations

5.1 User Requirements for Site:

- Access to Site – Site will be open for the Hire period and locked afterwards by a caretaker appointed by the Licensor

5.2 User Health & Safety Obligation:

- The Hirer must obey no smoking policy in the Mulberry Centre and the Garden
- No alcohol may be consumed on the Site.
- The hirer shall not bring or permit any other person or agent to bring articles of an inflammable or explosive nature, which could cause damage or injury, onto the premises. This includes, but not limited to, bangers, sparklers and fireworks.
- No additional cooking facilities may be brought into the building by the hirer or by any person on their behalf without the prior agreement of the Licensor.
- All seats are to be arranged with sufficient gangways to afford proper means of exit and all passages and fire exits must be kept free from obstruction.
- Caterers, contractors and persons employed by the hirer to supply refreshments will be required to observe all hygiene regulations.
- The Hirer will ensure that there is a minimum ratio of one adult to eight children. Failure to abide by this will lead to termination of this contract immediately.
- The Hirer will ensure that there are no more than 30 attendees at the Hire Space at any time.
- When tidying up, the Hirer must use pink recycling bags for any glass, paper, plastic litter that can be recycled. Bags are supplied by the Centre.
- When tidying up after the party, the Hirer must make sure that any pieces of burst balloons are picked up as they are choking hazard for babies using the Centre.
- Disabled toilet alarm information - the alarm from disabled toilet at the playground is connected to the Mulberry Centre. It happened once that alarm started to ring during a party. To reset it, please go to toilet for disabled children on the park's playground and press red reset button. Usually no-one needs assistance; kids just pull the alarm cord for fun. If disabled person needs assistance, please ring 999.
- The Hirer must vacate the Hire Space without delay at the expiry of the Designated time.

	<i>For the Licensor:</i>	<i>For the Hirer:</i>
	Signed:	Signed:
	Name:	Name:
	Date:	Date:

Appendix 1

END OF HIRE PERIOD CHECKLIST

INDOOR PLAY AREAS	Tick	TOILETS	Tick
Tables wiped clean		Toilets free of blockage, flushed and clean	
Sink free from blockage and clean		Sink cleaned	
Tables and chairs cleaned and put away neatly		Baby changing area cleaned	
All equipment returned back to allocated area		GARDEN AREA	
Floor free of debris (marks and spillage to be mopped)		Toys and equipment stored in designated areas	
Rubbish bins EMPTIED and relined		Sandpit free of debris	
KITCHEN		Garden free of litter	
Rubbish bin EMPTIED and relined		Shutters and gate secured	
Worktop surface wiped clean and clear		DAMAGE – please state details	
Sink free from blockage and clean			
Floor swept (mopped if necessary)			
Cooking equipment switched off at the mains			

Check carried out by

Caretaker Name..... Sign.....

Hirer Name..... Sign.....

Date.....

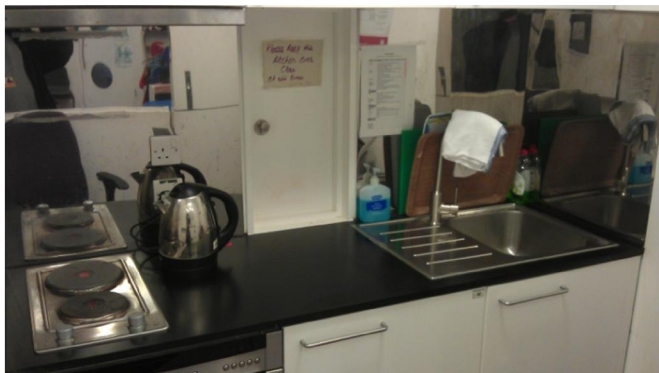
Date.....

Appendix 2 Playrooms order after the party.

Thank you for helping us to keep the Centre tidy. **Please use provided pink rubbish bags for recycling litter** (paper, plastic bottles and cups, drink cartons and glass).



Please arrange tables and chairs in large playroom as shown on the pictures



Please leave the kitchen tidy



Please leave the baby room tidy, arranging small toys on windowsills