



## **THE BERMUDA SAILORS' HOME**

(Registered Charity 151)

22 Richmond Road, Pembroke HM08, Bermuda

P.O. Box HM 619, Hamilton HM CX

Telephone: (441) 295 5598

Fax: (441) 292 1519

bermudasailorshome@logic.bm

### **BOOKING FORM - HIRE AGREEMENT**

**Person / Group hiring:** \_\_\_\_\_

**Purpose of hiring:** \_\_\_\_\_

*(Maximum number of 200 patrons and/or guests admitted) CHECK #s*

**Period of hiring:**

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Hire Fee: \_\_\_\_\_

Full amount due: \_\_\_\_\_

**Refundable damage deposit (cheque/wire transfer ) \$125 POST/DESTROY**

**Payable on or before:** \_\_\_\_\_

Cheques should be made payable to:

**The Bermuda Sailors' Home**

Bank Transfers should be made to:

**The Bermuda Sailors' Home**

**The Bank of N T Butterfield & Sons Limited**

**a/c #060 600 00131100**

**BSH authorised representative:**

**Name:** Edward Barnes, Manager

**Address:** 22 Richmond Road, Hamilton HM08, Bermuda

**Telephone:** 441 295 5598

**E-mail:** bermudasailorshome@logic.bm

**Hirer:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_



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## **PLEASE COMPLETE AND SIGN THE DECLARATION**

The individual and/or organisation detailed below accept the definitions, terms and conditions of hire as set out in this document.

SIGNED by or on behalf of the Hirer: { \_\_\_\_\_

Print Name: { \_\_\_\_\_

Group Name (if applicable): { \_\_\_\_\_

Date: { \_\_\_\_\_

SIGNED on behalf of The Bermuda Sailors' Home: { \_\_\_\_\_

Print Name: { \_\_\_\_\_

Title: { \_\_\_\_\_

Date: { \_\_\_\_\_

### **FOR BOOKINGS INVOLVING CHILDREN, YOUNG PEOPLE UNDER 18 AND VULNERABLE ADULTS - CHILD PROTECTION STATEMENT**

The Hirer accepts full responsibility for ensuring that an appropriate Child Protection Procedure is in place and is observed by all persons on the premises involved with children and young persons under the age of 18 during the course of the event for which the premises have been hired.

SIGNED by or on behalf of the Hirer: { \_\_\_\_\_

Print Name: { \_\_\_\_\_

Group Name (if applicable): { \_\_\_\_\_

Date: { \_\_\_\_\_

**SPECIAL CONDITIONS – Please complete after discussion with the Manager.**

PLEASE RETURN



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## **PREMISES TERMS AND CONDITIONS OF HIRE**

- 1. BOOKING:** All booking applications must be in writing on the booking form provided. The person signing the form will be considered the Hirer. Where an organisation is named in the application the organisation will also be considered the Hirer and shall be jointly and severally liable with the person who signs this form.
- 2. DEPOSIT:** The Hirer will pay a deposit of \$125.00 at the time of booking. This will be returned within 30 days of the event, subject to any sums withheld to meet part of the hire fees or the cost of rectifying damage arising during the hiring.
- 3. SUPERVISION AND RESPONSIBILITY:** The Hirer will 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 and the behaviour of all persons using the premises whatever their capacity including proper supervision of car-parking arrangements.
- 4. COMPLETION OF HIRE:** At the end of hiring the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition, the premises are cleared of people, all lights and a/c's switched off, doors properly locked and secured, unless directed otherwise by authorised representatives of the Home.
- 5. CHILD PROTECTION AND VULNERABLE ADULTS:** The Hirer shall ensure that any activities at the Premises for children under the age of 18 or vulnerable adults comply with current legislation and in that regard only fit and proper persons have access to children or vulnerable adults. Child Protection Policies are the responsibility of the Hirer.
- 6. PARKING:** Vehicles are parked at owner's risk and may be parked only in the marked spaces. The Home reserves the right to ask for any cars related to this hiring to be removed or prevented from parking on site due to other concurrent or overlapping activities on site.
- 7. EXCLUSIONS:** The Hirer shall not use the premises for any purposes other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way, nor do anything to bring on to the premises anything which may endanger the premises or any insurance policies connected with the premises.
- 8. ALCOHOL:** Should the Hirer wish to bring drinks onto the premises for a private function, written notice of this is to be provided at the time of booking and the Hirer is required to apply for an Occasional Licence, which has to be made 3 weeks in advance to the Magistrates Court [see office for application].
- 9. SECURITY:** The Hirer undertakes to be present, or arrange for sufficient adult representatives (security) to be present throughout the hiring, to ensure compliance with the provisions and stipulations contained or referred to in these Hire Conditions and any relevant licenses. The hirer shall hire 1 security person for every 50 persons present, at their expense.



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10. **SMOKING:** The entire premises and grounds are a No Smoking Zone. For safety reasons individuals should not smoke in the patio area or in the vicinity of the entrances.
11. **PUBLIC SAFETY:** The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority and Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment and where the purpose for which the premises are hired includes dancing, the Hirer shall not cause or allow the maximum number of patrons and/or guests admitted to exceed the number specified on the application form.
12. **EMERGENCIES:** In anticipation of an emergency it is the Hirer's responsibility to ensure that they know the location of first aid kits and fire extinguishers. Ensure that the "Emergency Exit" signs are kept illuminated and that Fire Brigade is called to any outbreak of fire and details given to the Home. Prior to the start of an event indicate the fire exits and evacuation meeting place to persons attending the event. No person may re-enter the premises without the permission of the Fire Brigade.
13. **ACCIDENTS AND DANGEROUS OCCURRENCES:** The Hirer must report all accidents involving injury to the public to an authorised representative of the Home as soon as possible and complete the relevant section in the Home's Accident Book. Any failure of equipment, either that belonging to the Home, or brought in by the Hirer must also be reported as soon as possible. [do we need this / if so we need an accident book]!
14. **DAMAGE:** The Hirer shall indemnify the Home for the cost of repair of any damage done, including accidental damage, to any part of the property including the surroundings or the contents of the building, which may occur during the period of the hiring.
15. The Hirer shall not interfere in any way with, electricity, fittings or fixtures on the premises. It is the Hirer's responsibility to ensure that the electricity supply is appropriate for any equipment used and complies with Health and Safety guidance, is in good working order and will not endanger, overload or damage the electricity supply, circuits, wiring, plugs, sockets or other equipment.
16. **ALTERATIONS:** No alterations or additions may be made to the Premises, no fixtures may be installed, including decorations, or any articles attached in any way to any part of the Premises without the prior written approval of the Home. The Hirer will ensure any decorations used are not a fire hazard.
17. **INSURANCE:** The Hirer acknowledges that the loss of any items left unattended is not covered by the Home's insurance cover.
18. **CANCELLATION:** If the Hirer wishes to cancel the booking before the date of the event and the Home is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be in the discretion of the Home.



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19. The Home reserves the right to cancel this hiring in the event of the premises being required for use as a polling station, for a parliamentary or local government election or by-election in which case the Hirer shall be entitled to a refund of any deposit already paid.
20. Even if the Hirer has a regular booking for the hire of the premises the Home reserves the right to renew, vary or cancel any such regular arrangements. This right will not be unreasonably enforced.
21. In the event of the premises or any part thereof being rendered unfit for the use of which it has been hired, the Home shall not be liable to the Hirer for any resulting loss or damage whatsoever.
22. **ACCESS:** The Hirer shall allow any duly authorised officer of the Home access to the premises or any part thereof at all times during the hiring.
23. **ACCEPTANCE:** These Terms and Conditions will have been made available to the Hirer at the time of making the booking. By proceeding with the booking the Hirer is deemed to have accepted these terms and conditions.