



TERMS AND CONDITIONS OF HIRE

PUBLIC ENTERTAINMENT

The Parish Council holds a Public Entertainment Licence for music and dancing. However, **the hirer MUST** assume the responsibility of the licensee by assignment for the duration of the hire of the Centre if it is hired:

- For music or entertainment to the general public and an entrance fee is charged.
- For music or entertainment under the hirer's name and then sublet or contracted to another person or company.

The provision of entertainment using any dangerous substance or sexual act is forbidden.

The hirer will be required to sign a declaration of Assumption of Responsibility for the Public Entertainment Licence.

PERFORMING RIGHTS SOCIETY AND PHONOGRAPHIC PERFORMANCE LTD

The Community Centre holds a joint Music Licence from the Performing Rights Society (PRS) and Phonographic Performance Ltd (PPL). PRS covers any performance of live music in copyright. PPL covers playing of recorded music in copyright in the Centre **except** where a fee is charged for commercial activities e.g., dance classes, yoga classes, discos, etc.

Commercial hirers MUST obtain their own PPL licence.

LICENCING ACT 2003

The Centre is not licensed for the sale of intoxicating liquor. It is, however, licensed for music and dancing.

GAMING, BETTING AND LOTTERIES

The Hirer must ensure that nothing is done on, or in relation to the premises in contravention of the law relating to gaming, betting and lotteries. The Hirer must provide evidence of such Licences, events could be cancelled if not provided.

FIRE AND SAFETY REGULATIONS

- The hirer must be aged 18 or over.
- The hirer must not exceed the maximum capacities for the Centre.
- The hirer must comply with fire and safety regulations and measures.
- All exits and gangways must be kept clear of obstacles.
- Naked flames, smoke making devices and dry ice are not allowed in the Centre, nor the Centre grounds this includes cigarettes.
- Hirers must provide the management committee with a risk assessment for the activities they are carrying out in the Centre.
- In the event of an emergency, please follow the procedure on the notice board by the front door.

People must leave the Centre in a quiet and orderly manner and have consideration for people living nearby.



ANIMALS

The Hirer must ensure that no animals (including birds), except for guide or hearing dogs, are brought into the premises, other than by prior agreement with the Management Committee.

No animals whatsoever are allowed in the kitchen at any time.

YOUNG PERSONS

The Hirer shall ensure that any activities for children comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only persons who have passed the appropriate Criminal Records Bureau checks should have access to the children. The Hirer shall provide the Broadway Youth & Community Centre with a copy of their Enhanced DBS check for all persons working with children along with their Safeguarding & Child Protection Policy, events could be cancelled if not provided.

THE HIRE

- The Youth and Community Centre does not hold a licence for the sale of alcohol.
- No alterations or additions may be made to the premises. No fixtures should be installed, or placards, decorations or other articles attached in any way to any part of the premises without the prior written approval of the Centre Administrator. The Hirer should not use drawing pins, staples, Sellotape, Blu-tack or any sticky substance on the walls or other surfaces and should ask the Centre Administrator if they require notices or decorations to be put up. Notices on the centre noticeboard must be approved and only put up by the centre administrator.
- Bouncy Castles are allowed, but the bouncy castle **must** have a correct PLI and a present supplier representative.
- The Centre is a strictly non-smoking premises internal and external grounds (this includes electronic cigarettes).
- No more than the permitted capacity may be present at any event. The permitted capacity is displayed on the notice board in the Centre.
- A register of all person's present at each individual session should be kept.
- On arrival, Hirers must make themselves and any guests aware of the emergency escape routes and fire alarm procedures as displayed in the Centre. Fire exits must not be obstructed under any circumstances.
- Accidents- There is a First Aid box in the kitchen which contains an Accident Book. The Hirer must inform the Centre Administrator of all accidents involving injury as soon as possible and complete the relevant section in the Centre's Accident Book. Please advise the Centre Administrator if any first aid equipment is used so that the necessary items can be replaced.
- Hirers should provide the Centre Administrator with a risk assessment for all activities taking place in the Centre.
- There is a 15-minute gap between booking times, this is subject to amendment by the Administrator
- The premises has both internal and external active 24 hour CCTV, the cameras and equipment are strictly prohibited from The Hirer or any other people interfering with or obscuring vision.



- The Dimensions of the Main Hall:

Length: 14.96m

Width: 9.18m

Height (minimum): 3.11m

Height (maximum): 5.43m

Volume: approx. 587m³

STORED EQUIPMENT

Hirer's equipment and other property must be removed at the end of each hiring. Regular hirers should contact the Centre Administrator if they would like to store equipment and this should be kept to a minimum for regular use, unfortunately the Centre only has a small amount of storage and it will be given on a first come first serve basis, for Hirers needing excess storage they will need to seek external options and bring equipment as and when needed, there is no loft space available. The Broadway Youth & Community Centre Management Committee 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.

HEATING & AIR CONDITIONING SYSTEMS

The Heating and Air Conditioning is set and controlled by the Centre Administrator in accordance with the weather conditions.

KITCHEN & FOOD HYGIENE

There is no charge for use of the Centre's kitchen for serving tea/coffee but use of the Centre's kitchen for preparation, cooking and serving meals will incur an additional charge. Strictly **NO** children under 14 to be allowed in the kitchen area, unless written permission is given by the Administrator.

The Hirer shall, if preparing, serving, or selling food, fully observe and abide by all relevant food health and hygiene legislation and regulations.

Regular Hirers using the kitchen must register their organisation with Worcestershire Regulatory Services and a copy of their certificate given to the Centre Administrator, events could be cancelled if not provided.

OFFICE/1-1 MEETING ROOM USAGE

The office / one-on-one meeting room is available for hire only for individuals who are 18 years of age or older, unless prior written approval has been granted by the administrator

ALCOHOL AND ILLEGAL SUBSTANCES

Broadway Youth & Community Centre does not hold a licence for the sale of alcohol; this includes an event where a ticket is sold that includes a 'complimentary' alcoholic drink. If the Hirer wishes to bring alcohol into the Centre for sale/consumption the Hirer must make a request in writing in the first instance to the Centre's Administrator. If the request is agreed an application to the local Licensing Authority for a special licence, Temporary Event Notice (TEN) will have to be submitted by the Hirer



at the Hirer's expense, and a copy given to the Centre Administrator, events could be cancelled if not provided.

If a TENs licence is granted the Hirer is responsible for taking action to avoid excessive consumption of alcohol to prevent disturbance to neighbouring properties and avoid violent or criminal behaviour. Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. The Hirer is responsible for not serving alcohol to any person suspected of being drunk or to any person suspected of being under the age of 18. The Hirer is responsible for asking any person suspected of being drunk or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

Illegal substances are strictly forbidden. The Hirer is responsible for ensuring no illegal substances are brought into the Centre, and if a person(s) is found to have such substances the Hirer must ask the person(s) to leave immediately.

ELECTRICAL APPLIANCES

The Hirer shall ensure that any electrical appliances brought onto the premises for use during the hire period shall be safe & in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989 (this includes the requirement for annual Portable Appliance Test/PAT).

PROCEDURE AT THE END OF A HIRE

The Hirer is responsible for leaving the premises and surrounding area in a clean and tidy condition, with all equipment, crockery and utensils cleaned and put away; lights, taps, equipment etc. all turned off; all tabletops and kitchen surfaces wiped; furniture etc. which has been moved returned to their storage place; floors swept and mopped. Rubbish should be removed from the Centre; windows closed; and the building itself fully secured. Do not dispose of waste cooking oil or grease down the sink. Any failure of equipment belonging to the Centre must be reported as soon as possible. Should the hall not be left in a clean and tidy condition, the Youth and Community Centre Management Committee have the right to make an additional charge for any cleaning required, charged at the current rate per hour.

DEPOSITS AND DAMAGE

Deposits and damage– Broadway Youth and Community Centre Management Committee wish to maintain the Centre to the current high standard. The Hirer is responsible for making good or paying for repairs following any damage (including accidental damage) to the premises or to the fixtures, fittings, or contents, and for any loss of the contents during the period of their hire. Loss of front door key will incur an administrative fee. Bookings for parties and one-off events may be required to pay a deposit, returnable at the end of the hire.

NOISE

Broadway Youth & Community Centre is in a residential area, and the Broadway Youth and Community Centre Management Committee ask that the Hirers are responsible for ensuring that the noise level of their function is such that it does not inconvenience or interfere with others in the neighbourhood. This particularly applies when leaving or vacating the hall. All people involved in the letting of the venue will be made aware of this noise management plan. Hirers will be made aware that if the sound levels are exceeded or other nuisance caused to neighbours, they will be prevented from hiring the venue again. The exterior of the premises is not to be used for any



activities and children should not be allowed to use this area for playing and running. In front of the building is a small car parking facility only. The pathway around the perimeter of the building is to be used in evacuation purposes only.

PARKING

There is a small car park on site, offering limited parking. Vehicles must not be double parked in the car park or be parked on the driveway to the Centre, obstructing access, this includes the gates between the Centre and the school playground. Vehicles and contents are left in the Centre's car park at the owners' own risk; the Centre does not accept responsibility for any loss or damage to vehicles or contents.

There is on-street parking nearby, if available, and a public Car Park on the Leamington Road, entrance opposite Cotswold Building Supplies.

CANCELLATION OF HIRE

The Broadway Youth & Community Centre will be reasonably flexible in relation to modifications, postponements and cancellations made by the Hirer due to changes in circumstance but reserve the right to make cancellation charges. The maximum cancellation charge is the agreed cost of the hire for the event that was cancelled.

The cancellation of a single use hire for an event will not be charged if more than 3 months' notice is given, if less than 3 months and more than 1 weeks' notice the cancellation fee will be 50% of the hire charge; if less than 1 weeks' notice is given the cancellation charge will be 100% of the hire charge.

The Broadway Youth & Community Centre reserve the right to cancel a booking (which may be at short notice) in the following circumstances:

- the premises being required for use as a Polling Station for a Parliamentary or Local Election or By-election or Referendum or any such poll
- that the booking will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements
- that unlawful or unsuitable activities will take place at the premises as a result of the hiring
- the premises become unfit for the use intended by the Hirer
- an emergency, requiring use of the premises as a shelter for victims or those at risk of disasters, such as flooding, fire etc.

In any such case the hirer is entitled to a full refund of any monies paid, but the Broadway Youth & Community Centre shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

INSURANCE AND LIABILITY

The Hirer shall be liable for:

- 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 Broadway Youth & Community Centre management committee, their 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.

- All claims, losses, damages and costs made against or incurred by the Broadway Youth & Community Centre management committee, 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 Broadway Youth & Community Centre Management Committee is responsible for taking out adequate insurance to insure the liabilities described above.

The Centre Administrator, Committee or Parish Council Officials have the right to stop any session/event that contravenes this agreement. Future hire could be suspended until a full Committee meeting and could also lead to termination of use.

I have read, understood and agree to abide by the above-mentioned terms and conditions:

Signed:

Name of Hirer:

Date:

(Copy retained by hall & copy given to Hirer)