

Terms and Conditions

Hire Agreement

Longford Park Community Centre

The Community Centre shall be open to all members of the community regardless of race, gender, sexual orientation, age, disability, religious or political beliefs or marital status.

Definitions:

In the context of this Hire Agreement

- (a) LPCA shall mean Longford Park Community Association Committee and Management Committee.
- (b) The hirer/organiser shall mean the person who has signed this Hire Agreement.
- (c) The premises shall mean the areas of Longford Park Community Centre which the hirer has agreed to hire.

1. Hours of opening Facilities at the Community Centre are available for use between the hours of 06:30 and 21:30 Sunday through to Thursday and bank holidays, Friday and Saturday 06:30 and 22:30.

2. Maximum capacity The main west wing hall has a maximum capacity of 150 seated or a standing capacity of 200. The main east wing hall has a maximum capacity of 75 seated or a standing capacity of 100. The meeting rooms have a maximum capacity of 30 seated or standing. Under no account should these figures be exceeded.

3. Bookings and Payment

Applications are only accepted from persons over 18 years old.

- **Applying to use the Centre** shall be made by filling out the booking form online at www.lpca.org.uk. The right to refuse any application for the use of Centre facilities is reserved to the Longford Park Community Association Committee (LPCA).
- **Invoices.** The first invoice is for the security deposit and must be paid within 7 working days of issue to secure your booking. After this time, the booking will be removed from the calendar.
- The second invoice is for the hall hire and will be sent closer to the event. This must be paid within 7 working days of issue.
- **Following hall inspection, the security deposit will be refunded within 14 days post booking.**

NB THE CLAUSES HEREIN MUST BE STRICTLY ADHERED TO. FAILURE TO DO SO, WILL RESULT IN THE FULL SECURITY DEPOSIT BEING RETAINED.

- setup time, cleaning and clearing away. The times of hire **must** be strictly adhered to.
- **Regular Hirers** will be invoiced monthly in arrears.

Please Note: Hire charges and conditions will be reviewed every year and events booked to take place after 1st April each year will be charged at the revised cost.

4. Cancellation

- a) If you cancel within 28 days of your hire date the hire fee will only be returned in extreme circumstances and is at the discretion of LPCA.
- b) The LPCA reserves the right to cancel the hiring if the hirer breaks any of the terms and conditions of hire or the premises becomes unfit for the use of the intended hirer.
- c) The LPCA reserves the right to cancel any booking at its discretion and to change or amend the terms and conditions of hire at any time without prior notice, although we endeavour to honour all bookings.
- d) The LPCA reserves the right to close the premises at any time for emergency or periodic maintenance and also when the premises are required for public elections or similar events. We will always try to give regular hirers a month's notice.
- e) The LPCA reserves the right to cancel any bookings in the event of civil contingency requiring use of the premises as a rest Centre for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters. In any such case the hirer shall be entitled to a refund of any monies already paid, but the LPCA shall not be liable to the hirer for any resulting direct, consequential or indirect loss or damages whatsoever.

5. Conditions of Hire

- Access** Hirers will be given access to the Centre via a key fob code number. This key fob will be set for the hire period, the cost of replacing lost keys will be taken from the hirer's deposit.
- Car parking** Cars shall not obstruct any of the entrances to / exits from the Centre, this includes parking on Longford Park Road outside the front of the Centre or to the side of the premises on Hobby Road. Parking is provided at both the rear of the premises and opposite the Centre in the community car park located directly outside the school. Users of the Centre should avoid undue noise on arrival and departure. The Committee cannot accept responsibility for damage to, or the loss or theft of, Centre users' property and effects, theft of vehicles and possessions. **It is the hirer's responsibility to ensure that parking rules are adhered to and that all users arrive and leave in an orderly fashion.**
- Cleaning and security** All use of Centre premises and facilities is subject to the users accepting responsibility for returning furniture and equipment to their original position and for securing doors and windows of the premises as directed. All users shall also leave the premises and surroundings in a clean and tidy condition removing any excess waste from the premises. The hirer is liable for the cost of any damage or breakages that may occur during the hire period.
- Equipment** All equipment hired can only be used within the facility and must not be removed. Any equipment brought into the building by the hirer must have passed relevant safety tests and be fit for purpose. Permission from the LPCA MUST be sought before a hirer can bring in any equipment. Any accidents resulting from equipment brought into the building are the responsibility of the hirer.
- Bouncy Castles** can only be brought in from suppliers with insurance and a copy of insurance documents must be provided to the LPCA. These are only permitted in the **WEST WING. If the LPCA owned Bouncy Castle is hired, this will be set up inside the hall unless outside has been requested (weather conditions permitting.)**
- Barbeques** are only permitted by external companies which are fully insured and a copy of insurance documents must be provided to the LPCA
- ALL RUBBISH** must be taken home by the hirer and disposed of. The LPCA will provide each hirer with one bin liner for their use.
- Approval for the use of Longford Park Community Centre premises by **political parties** shall be determined by the nature of the occasion. Public meetings such as rallies will be permitted at the LPCA discretion.

5.1 **Liabile Damage:** The hirer is liable for the cost of any damage or breakages (internal or external) that may occur during their hire period.

5.2 **Access Door Damages:** Under no circumstances should the access doors to the Centre be propped open. In the event that the hirer props open the door, the hirer will be liable for the cost of any repairs required as well as the cost for the contractor call out. **The hirer will be invoiced directly for this and payment must be made within 14 days.**

- The premises shall be used for community purposes only and shall **not be used as the hirer's postal address.**
- No **alterations** or additions shall be made to the premises without the written consent of the LPCA and any such work shall be completed at the hirer's cost.
- No **advertising** or publicity material will be displayed inside or outside the building without the prior approval of the LPCA.
- Limited **storage** cupboards can be provided at a fee.

Strictly NO SUB LETTING is allowed

6. Premises Licence Longford Park Community Centre has its own Premises Licence however permissions authorising the following regulated entertainment and licensable activities are necessary. Additional licenses should be sought by the hirer before proceeding with the hire and copies of such licenses will be sent to the LPCA 2 week prior to hire date.

- a) **If alcohol will be available at your event** in order for a bar to be provided the hirer must obtain permission from the LPCA in writing. Once permission is granted it is the hirer's responsibility to obtain a TEN licence through Cherwell District Council and provide proof of license to the LPCA at least 28 days prior to hire date. Failure to do so will result in cancellation of the hire without compensation.
- b) None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

7. Licensable activities The hirer shall ensure that the LPCA holds a PRS for Music Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the premises, the hirer should ensure that they hold the relevant licence or that the LPCA holds it.

8. Health and Safety

1. On arriving at the Centre you must locate your fire exits and read the **fire evacuation procedure located in the hirer's manual** which will be made available to you. The hirer's manual will also tell you the location of your nearest **first aid box**. **Please give this your close attention.**
2. The hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided, or which is attended by children. The hirer shall also comply with the LPCA's health and safety policy which is available upon request.
3. All conditions attached to the granting of the Community Centre's Public Entertainment Licence, stage play or other licences shall be strictly observed. Nothing shall be done which will endanger the users of the building and the policies of insurance relating to it and to its contents in particular.
4. Obstructions must not be placed in gangways or exits, nor in front of Emergency Exits.

5. The emergency lighting supply must be turned on during the whole time the premises are occupied and must illuminate all exit signs and routes.
6. Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose.
7. The Fire Brigade shall be called to any outbreak of fire, however slight and details of the occurrence shall be given to the LPCA.
8. Performance involving danger to the public shall not be permitted.
9. **Highly flammable substances** shall not be brought into or used in any part of the premises. **No fireworks** (indoor or outdoor) are allowed.
10. **Decorations** are only permitted if free standing.
11. No unauthorised **heating appliances** shall be used on the premises.
12. The **First Aid Box** shall be readily available to all users of the premises. The LPCA shall be informed of any accident or injury occurring on the premises and the Accident Book must be completed.
13. All **electrical equipment** brought into the building shall comply with the Electricity at Work Regulations 1989. The LPCA disclaims all responsibility for all claims and costs arising out of any such equipment that does not comply.
14. An **emergency contact number** will be provided at the front of the hirer's manual and should only ever be used in an emergency. Please take the manual with you if you have to evacuate the building. We suggest you key the contact number into your phone or take note at the start of your booking.
15. **Fire exits** must not be obstructed in any manner at all. It is the hirer's responsibility to ensure that the fire procedures displayed in the building are communicated to their guests/clients.
16. **It is illegal to smoke inside the building** and against policy to smoke on the premises.
17. No **hazardous liquid**, substances or items that may be seen as a fire or safety risk are allowed.
18. No **hot drinks** should be present in areas where activities involving children are taking place. Risk assessments should be carried out.
19. Hirers are **responsible for their guests** at all times whilst in the building. Block bookers are responsible for ensuring their policies are relevant for the activity taking place and appropriately shared with their service users.
20. Block bookers working with families and children must have **safeguarding** procedures and policies in place and practice.
21. **Risk assessments** are the responsibility of the hirer and as such the hirer needs to be satisfied that the space hired is safe and fit for purpose (The LPCA can provide a general risk assessment for use of the Center if required).
22. **Children** should not be allowed in the **kitchen** unsupervised.
23. **No smoke machines** or any other equipment that may affect the sensors are allowed. If the fire alarms are triggered the fire brigade will always attend and hirers and all guests must evacuate the building. If a false alarm is caused by the hirers, or their guests this is in breach of the Centre's terms and conditions any related cost will be charged to the hirer. (This cost can be up to £1000)
24. **No betting, gaming or lotteries** shall take place on the premises, except that allowed by law and the hirer shall obtain any licence or certificate required, prior to booking the premises for such use.
25. If **alcohol** is present then the hirers are responsible for the action of their guests. The LPCA does not endorse the consumption of alcohol if children are present, or if guests are driving.
26. Hirers must not cause annoyance or nuisance to local residents or adjoining occupiers by the playing of unreasonably loud music, **the building has noise monitors that will switch power off to the building if noise is too loud.**
27. Young people (18 and under) must be supervised by responsible adults at all times during the course of any booking.
28. Children must not be allowed to play with or pull on the **Curtains.**

29. With the exception of **assistance dogs**, **no animals** will be allowed in the building, unless agreed by the LPCA.
30. Please report as soon as possible to the LPCA any faults or damage so that they can be rectified quickly. The LPCA welcomes comments or observations that you may have about your hire of the Centre.
31. **Centre Telephone** The Centre has no accessible telephone handset so you are advised to bring a fully charged mobile telephone to use in case of emergency.

9. Insurance

- a) **Public Liability Insurance** Certificates must be shown and a copy held by the Centre where appropriate.
- b) **The LPCA insurance does not cover the hirer's property and equipment**. Items left or stored at the Community Centre are done so at the hirer's own risk and the LPCA takes no responsibility for any loss or damage.

10. Safeguarding Children

- a) Please be aware that hirers who are working with children and young people, without parent's present, must ensure they are working within the current child protection regulations. All relevant training and checks should be carried out as required by law and a declaration to this fact signed for the Centre's records.

11. Regular Hirers

Regular hirers can book 3 months in advance and will be reviewed and renewed every 3 months. These Terms and Conditions will remain in force for all future bookings unless new terms and conditions are signed. However, a new schedule of hire will be issued for each period.

These terms of use constitute a legal binding agreement made between I _____ (*insert name*) and the LPCA, whether personally or on behalf of an legal entity and I hereby acknowledge and confirm that I have read the Terms and Conditions outlined above and agree to.