



TERMS & CONDITIONS OF HIRE

These Terms and Conditions apply to all hirings at Long Whatton Community Association Friendship Centre. Additional conditions may be required for some bookings and you will be advised of these before your booking is confirmed.

If you have any questions, please contact us at lwca79@gmail.com

1. Definitions

- 1.1 The **Building** - means Long Whatton Community Association Friendship Centre, 79 Main Street, Long Whatton LE12 5DF.
- 1.2 **Equipment** - means contents, fixtures and fittings in the Venue.
- 1.3 The **Hirer** (You/Your) - means the person or organisation as set out in your booking.
- 1.4 **LWCA** (We/Us/Our) - means Long Whatton Management Committee.
- 1.5 The **Period of Hire** - means the period set out on the booking that you wish to hire the venue for including sufficient time for setting up before the event and cleaning up afterwards.
- 1.6 The **Premises** means the Building including the land around it and the sheds at the rear of the property.
- 1.7 The **Venue** means Long Whatton Community Association Friendship Centre, 79 Main Street, Long Whatton LE12 5DF.

2. Undertaking of the Hirer

- 2.1 You must read the Terms and Conditions carefully. In submitting a booking, you agree to abide by them.

3. Supervision by the Hirer

- 3.1 You, not being a person under 21 years of age, accepts responsibility for being in charge of and on the Premises at all times during the Period of Hire and for ensuring that all conditions, relating to management and supervision of the Premises are met.

4. Use of Premises

- 4.1 You agree that you shall not:
 - A. Use the Premises for any purpose other than that described in your booking
 - B. Sub-hire or use or allow the Premises to be used for:
 - any political rallies or demonstrations;
 - for purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules;

- for functions attended by people whose presence may cause civil unrest or division within the community;
 - to an organisation or individual which has been banned by law;
 - to do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies.
- 4.2. You agree that all and any relevant insurances, permits, consents, licences, permissions and approvals which apply to your event are in place prior to the event taking place and are complied with. We reserve the right to ask for copies of such in advance of your event and they must be provided to us if requested.
- 4.3 If alcohol is served, sold or consumed, then in addition to the requirements of 4.2 above, you must take responsibility to:
- ensure that there is no under-age drinking
 - prevent nuisance and dangers to health from over-consumption
- 4.4 We reserve the right to exclude or eject from the Venue any person, and to cancel any booking or close down any event, where we consider:
- that such events may be contrary to the interest of the general public or contrary to any law or act of Parliament. Any bookings may also be discussed with police to ensure the safety of the community is assessed;
 - you or users of the Venue have done, or may do something that may cause or pose a risk of loss, damage or expense to the Venue or harm the reputation of the Venue.

5. Health, Safety and Care

5.1 You are encouraged to carry out your own risk assessment.

During the period of hire you will be responsible for:

5.2 Familiarising yourself with, and complying with, the guides provided for the use of the Venue.

5.3 Ensuring that the Venue is kept secure for the duration of the hire.

5.4 Supervision of the use of the Venue and the care of its fabric and contents.

5.5 Health and safety including:

- ensuring that any equipment or electrical appliances brought into the Venue and used there shall be safe and in good working order, and used in a safe manner;
- ensuring that the Fire Regulations are complied with at all times, that there is no misuse of the facilities and that the fire exits are identified, unobstructed and unlocked. Emergency procedures are posted on the notice board and on the website;
- ensuring that you and your attendees know the evacuation procedures and that there are Personal Evacuation Plans in place for any disabled persons and that assistance is given to any elderly, frail or vulnerable persons;
- ensuring that you have a fully charged mobile in the event you need to call emergency services;
- ensuring that the **NO SMOKING** policy on the Premises and within the immediate vicinity, is observed at all times;
- ensuring that children are supervised at all times;
- ensuring that no children under the age of 16 years enter the kitchen;
- ensuring that no fireworks, sparklers or naked flames (e.g. candles) are to be used anywhere on the Premises with the exception of candles on birthday or celebration cakes;

- ensuring that no towels or flammable materials are left on or near the cooker;
- ensuring all cleaning products are stored in the cupboard under the sink in the kitchen when not in use;
- ensuring that all appliances are switched off at the end of the Period of Hire;
- if preparing, serving or selling food, observing all relevant food and hygiene legislation and regulations. If you wish to use caterers, you must ensure that they comply with all health and hygiene legislations and regulation, including basic food hygiene;
- completing the accident record book in the event of an accident;
- notifying us as soon as practicable if there is a fire in, or damage to the Premises or its contents.

5.6 Ensuring the orderly conduct of events at the Venue.

6. Miscellaneous

- 6.1 You shall ensure that where an event involves activities aimed predominantly at children, you have appropriate insurances, child protection policies and procedures in place and that any requisite DBS checks have been carried out. You shall provide us with a copy of any information or documentation in relation to this, as we may request.
- 6.2 You must not make any alterations to the Premises without our prior written consent.
- 6.3 Under no circumstances must any permanent or temporary decorations, notices, posters, or artwork etc be attached to the Building (inside or outside) without our prior written consent.
- 6.4 Blu-tack, nails, drawing pins, staplers and sellotape should not be used on the walls or fixtures or fittings.
- 6.5 No animals (including birds), except assistance dogs must be brought into the Building, without our prior written consent.

7. End of Hire

- 7.1 At the end of the Period of Hire you shall ensure that:
- the Premises (including foyer, kitchen, kitchen appliances, equipment and toilets as appropriate) are left clean and tidy;
 - all equipment, chairs and tables have been returned to their storage positions safely;
 - the Premises are cleared of people, all lights switched off, and the Building secured;
 - the keys are returned to the Key Box. You will be charged for the replacement of any lost keys and/or for the necessity to change any locks as a result of your failure to do this.
- 7.2 We reserve the right to make charges for any additional cleaning or redecoration required.

8. Bookings which may be refused

- 8.1 LWCA has the right to refuse any booking for whatever reason, including concerns over potential noise levels and other nuisances especially to neighbours.

9. Payment

- 9.1 Payment must be made within 14 days of the date of the invoice or before the event, if sooner (exceptions apply to regular bookings).

10. Cancellation

10.1 If you cancel your booking before the date of the event the following charges will apply:

- Cancellation between 14 - 8 days before the event: 50% of hire charge
- Cancellation 7 days and less prior to the event: 100% of hire charge.

10.2 We reserve the right to cancel any booking, at any time, by providing notice to you in the event of;

- A. the Venue being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- B. the Venue becoming unfit for the use intended by you;
- C. an emergency requiring use of the Venue as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters; or for any medical situation;
- D. in any situation where we are forced to, or are precluded from using the Venue for any reason;
- E. we become aware, or reasonably suspect that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the Premises as a result of the hiring; (iii) you will fail to comply with any of these Terms and Conditions.

10.3. In the event of a cancellation by us as set out above (with the exception of E above), you shall be entitled to a refund of anything already paid but the Venue shall not be liable to you for any resulting direct or indirect loss, damage or liability whatsoever.