



STANDARD TERMS & CONDITIONS OF HIRE

These standard conditions apply to all hiring of the Community Centre. If the Hirer is in any doubt as to the meaning of the following, the Clerk should immediately be consulted. The total number of occupants shall not exceed 60.

1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are fully met.

2. Supervision

The Hirer shall, 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 or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Clerk, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents for loss of contents, including the car park.

3. Use of premises

The Hirer shall not use the premises for any purpose 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 or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

Hirers are reminded that the hall is located in a residential area and respect for the neighbours must be observed. The Centre may be visited during any booking to ensure compliance with the terms and conditions and if breaches are observed, the event may be closed down immediately and any deposit forfeited.

4. Gaming, betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries or other.

5. Licensable activities

The Hirer shall ensure that the Centre holds a Performing Society Right Licence which permits the use of copyright music in any form, eg record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Centre the Hirer should ensure that they hold the relevant licence or the Centre holds it.

6. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Centre'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 Centre's health and safety policy. The hirer is held fully responsible for all occurrences

- (a) The Hirer is responsible for ensuring the following:
- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Centre.
 - The location and use of fire equipment.
 - Escape routes and the need to keep them clear.
 - Method of operation of escape door fastenings.
 - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- (b) In advance of an entertainment or play the Hirer shall check the following items:
- That all fire exits are unlocked and panic bolts in good working order.
 - That all escape routes are free of obstruction and can be safely used.
 - That any fire doors are not wedged open.
 - That exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.

7. Means of escape

(a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

(b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

8. Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Clerk.

9. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer. All food must be removed from the refrigerated storage after the event and the refrigerator left clean. Persons handling food should be in possession of a Food Hygiene Certificate.

10. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. A residual circuit breaker (RCD) MUST BE provided by the hirer who must make use of this in the interests of public safety at all times.

11. Insurance and indemnity

a) The Hirer shall be liable for:

- i. 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
- ii. all claims, losses, damages and costs made against or incurred by the 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, and

iii. all claims, losses, damages and costs made against or incurred by the 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, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Centre management committee and the Centre's employees, volunteers, agents and invitees against such liabilities.

b) The Centre shall take out adequate insurance to insure the liabilities described in sub-clauses (a) (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Centre shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Centre management committee and the Centre's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

c) Where the Centre does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Clerk. Failure to produce such policy and evidence of cover will render the hiring void and enable the Clerk to rehire the premises to another hirer.

d) The Centre is insured against any claims arising out of its own negligence.

12. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the Clerk as soon as possible and complete the relevant section in the Centre's accident book located in the kitchen. Any failure of equipment belonging to the Centre or brought in by the Hirer must also be reported as soon as possible and recorded in the accident book in the kitchen. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Clerk will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

- Telephone: 0845 3009923
- Facsimile: 0845 3009924
- Website: www.riddor.gov.uk or via the HSE website: www.hse.gov.uk
- Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

13. Explosives and flammable substances

The hirer shall ensure that:

a) Highly flammable substances are not brought into, or used in any part of the premises. No acts or displays of any noxious or flammable substances.

b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Clerk. No decorations are to be put up near light fittings or heaters.

14. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

15. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

16. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs and medical assistants are brought into the premises, other than for a special event agreed to by the Clerk. No animals whatsoever are to enter the kitchen at any time. The fouling by animals of the premises may render the hirer to additional costs.

17. Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) check have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Centre management committee with a copy of their DBS check and Child Protection Policy on request. (Enhanced DBS in some cases).

18. Children's safety policy

In the interest of children and young persons safety, the following policy for the hire of the Centre applies:-

- a) Bouncy Castle and inflated structures are not permitted to be used unless operated by a professional with the appropriate insurances.
- b) Bookings for Teenage Parties are not normally accepted.
- c) All bookings with children and young persons present should be fully supervised by at least three adults over 21 years of age and preferably to the minimum standard ratio as recommended by OFSTED & Education Authorities.

19. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Centre's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

20. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

21. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

22. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Centre is unable to conclude a replacement booking, the question of the repayment of the deposit shall be at the discretion of the Clerk.

The Centre reserves the right to cancel any hiring by written notice to the Hirer in the event of:

- a) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election or Parish Council meetings.
- b) The Clerk reasonably considering 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 this hiring.
- c) The premises becoming unfit for the use intended by the Hirer.
- d) An emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters. Use as a co-ordination centre by the local authority after same.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Centre shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

23. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Centre shall be at liberty to make an additional charge. Keys to be returned as directed.

24. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises. No music or public address is allowed after 11pm under any circumstances.

25. Stored equipment

The Centre accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of hiring or fees will be charged for each day or part at the hire fee per hiring until removed. The Centre may use its discretion in any of the following circumstances: a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Clerk disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

26. No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Clerk. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Centre remain in the premises at the end of the hiring. It will become the property of the Centre unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused the premises by such removal.

27. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

28. Dangerous and unsuitable performances

Performances or demonstrations involving danger to the public eg fireworks or open flame cooking with portable gas or other appliances. Any performance of a sexually explicit, of language either inflammatory or offensive or racist or discriminatory nature shall not be permitted under any circumstances.

29. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made there under. Any person who breaches this provision shall be asked to leave the premises.

30. False information

The Hirer shall understand that giving a false or mis-statement could result in a legal action or prosecution or a court proceeding against them or the organisation represented. They should also understand that it may also invalidate the hire agreement and may render a personal liability against him/her by the Council, building owners or insurers.

Note

The hire does not include use of the football field area owned by Waddesdon Parish Council which is a public open space and rights exist of access at all times.