



## Thirlmere Way Community Centre

# TERMS & CONDITIONS OF HIRE

Agreements with the Management Committee of the Penkside Community Champions for the hire of Thirlmere Way Community Centre or any part thereof (“the Premises”) are subject to these Terms and Conditions of Hire (“the Hire Conditions”).

## Undertaking of the Hirer

The Hirer undertakes to ensure that they have an understanding of the Hire Conditions for the time being in force.

## Supervision by the Hirer

The Hirer undertakes to be present, or arrange for sufficient adult representatives 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.

## Responsibility of the Hirer

The Hirer shall be responsible during the period of hire for:-

- Being familiar with, and complying with, the guides provided for the use of the Premises
- Ensuring that the Premises are kept secure for the duration of the hire
- Supervision of the use of the Premises and the care of its fabric and contents
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons
- Ensuring that the Premises (including foyer, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish removed from the site at the end of the hire
- Ensuring that 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, except for any facilities or room or public area in use by another continuing hire
- Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard
- Ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner
- Ensuring that no animals (including birds), except assist dogs are brought into the building, without written permission of the Management Committee on the occasion of a special event or hire agreed to by the Management Committee
- Ensuring that NO animals whatsoever enter the kitchen at any time
- Ensuring that no Barbeques, LPG appliances or highly flammable substances are brought onto the Premises

- Ensuring that they and their attendees recognise the fact that the Premises are situated in a residential neighbourhood and conduct themselves accordingly by, for example, taking care not to slam car doors, especially late at night, and not playing music or making other sounds at inappropriate levels.

## **Fire Regulations**

The Hirer shall:

- Ensure that the “Emergency Exit” signs are kept illuminated
- Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to the Village Hall
- Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event

The Evacuation Meeting Place is at the corner of the Car Park. No person may re-enter the Hall without the permission of the Fire Brigade.

## **Use of Premises**

The Hirer shall not:-

- sub-let or use the Premises for any purpose other than that described in their Booking Application
- use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
- allow the use of drugs on the Premises
- allow smoking in the Premises or in the vicinity of the entrances.

## **Car Parking**

Vehicles are parked at owner’s risk, and must be parked in an orderly fashion.

## **Relevant legislation**

The Hirer is responsible for:

- Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure

The Hirer shall ensure that the users:

- do not contravene the law relating to gaming, betting, and lotteries
- comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.

A breach of this condition may lead to prosecution by the local authority.

## **Compliance with legislation relating to children or vulnerable adults**

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. **Child Protection Policies are the responsibility of the Hirer.**

## **Indemnity**

The Hirer shall indemnify and keep indemnified each of the Management Committee and their employees, volunteers, agents and invitees against:

- the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
- against all actions, claims, and costs of proceedings arising from any breach of the Premises Conditions
- all claims in respect of damages, including damage for 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

As directed by the Management Committee, the Hirer shall make good or pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings or contents and for loss of contents

## **Insurance**

The Hirer is responsible for ensuring that any catering company or operator hired to bring equipment such as bouncy castles onto the Premises has relevant and appropriate insurance, which shall include public liability insurance.

Commercial hirers must provide Public Liability insurance (£5,000,000 minimum indemnity).

## **Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to an authorised representative of the Management Committee as soon as possible, and complete the relevant section in the Premises Accident Book. Any failure of equipment, either that belonging to the Premises, or brought in by the Hirer must also be reported as soon as possible.

## **Stored equipment**

The Premises may provide storage space, including lockers, for regular users, and may charge a deposit for the use of a key to these storage spaces. These keys remain the property of the Premises, and, on request, must be returned to the Management Committee.

The 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. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The Management Committee may dispose of

any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

## **No alterations**

Decorations may be hung from the ornamental bosses/hooks provided on the side walls of the Premises but not elsewhere. On request, Hirers must produce a certificate that the decorations are not a fire hazard. No Blu-tack, drawing pins, adhesive tape or similar may be used.

No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the Management Committee.

Any alteration, fixture or fitting, or attachment, so approved, shall, at the discretion of the Management Committee, remain in the Premises at the end of the hiring and become the property of the Village Hall or be removed by the Hirer. The Hirer must make good to the satisfaction of the Management Committee any damage caused to the Premises by such removal.

## **Interruption of Regular Bookings**

If a Hirer is a regular weekly user, the Management Committee reserves the right to cancel all, or part of, certain bookings in favour of one-off bookings. Such cancellations shall not occur more than once a month, and at least six weeks' notice shall be given of such cancellation.

The Management Committee reserves the right to nominate a specified weekday evening as not being available for regular weekly bookings, so that priority can be given to monthly, or less frequent, bookings.

## **Cancellation by the Hirer**

If the Hirer cancels the booking before the date of the event and the Management Committee is unable to conclude a replacement booking, the Management Committee may, at their discretion, require a further payment of hire fees or withhold part of the deposit and hire charge already paid.

## **Cancellation by the Management Committee**

The Management Committee reserves the right to cancel a hiring by written notice to the Hirer in the event of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum or if the Management Committee reasonably consider that:

- such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
- the Premises have become unfit for the use intended by the Hirer

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

## **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.