

Allhallows Community Centre, Fletchertown Standard Conditions of Hire

These standard conditions apply to all hiring of Allhallows Community Centre. If the Hirer is in any doubt as to the meaning of the following, the Centre Manager should immediately be consulted.

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 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 Centre Manager, 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.

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.

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.

5. Licensable activities

Allhallows Community Centre holds a Performing Rights Society Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. The Centre also holds a Premises Licence issued by Allerdale Borough Council which permits the provision of plays, films, sporting activities, live music, recorded music and dance. This licence also permits the sale or supply of alcohol under the control of the Management Committee. If the Hirer wishes to serve alcoholic drinks in or on the Premises, written permission must be sought from the Management Committee, who, at their discretion will provide bar facilities for the event. In exceptional circumstance the Management Committee may authorise the sale of alcohol by the Hirer who must first satisfy the Management Committee that they have appropriate measures in place to fulfil their obligations under the Licensing Act 2003. For a function at which a single small celebratory drink is to be served, this requirement may be waived providing the Management Committee has given approval in writing prior to the event. If other licences are required in respect of any activity in the Community Centre the Hirer should ensure they hold the relevant licence or the Centre holds it.

7. 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.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the building;
- The location and use of fire equipment;
- Escape routes and the need to keep them clear;

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- 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 using any of the rooms, the Hirer shall check the following items:

- That all fire exits are unlocked and 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.

8. 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).

9. Outbreaks of fire

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

10. 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.

11. 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. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

12. Insurance and indemnity

The Community Centre is insured against any claims arising out of its **own** negligence and for claims arising from activities which are directly organised and managed by the Centre Committee but is not responsible for claims arising from activities organised by Hirers. In particular:

- (a) The Hirer shall be liable for the following:
- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the cartilage 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 Hirer shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(ii) and (iii) and on demand shall produce the policy and current receipt or other evidence

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of cover to the Centre Manager. Failure to produce such policy and evidence of cover on request will render the hiring void and enable the Centre to rehire the premises to another hirer.

13. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of the Centre Management Committee **as soon as possible** and complete the relevant section in the Centre's accident book which is stored 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**. Certain types of accident or injury must be reported on a special form to the local authority. The Centre Manager will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

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

15. 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 Centre Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

16. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the Centre 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 only be served by those suitably authorised (see section 5) and shall not be served to any person suspected of being drunk nor 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.

17. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Centre Management Committee. No animals whatsoever are to enter the kitchen at any time.

18. Children

The Hirer is responsible for supervising any children present during their period of hire and for utilising the supplied safety equipment. In particular:

- (a) The safety gates to the road and car park should be closed throughout any time when children are present on the premises;
- (b) Children should not be allowed in the kitchen at any time;
- (c) 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 Criminal Records Bureau checks 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 CRB check and Child Protection Policy on request.

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.

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 payment or the repayment of the fee shall be at the discretion of the Centre Manager. The Centre reserves the right to cancel this 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
- (b) the Centre Management Committee 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.

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 Community Centre shall be at liberty to make an additional charge.

24. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. 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.

25. Stored equipment

The Centre Management Committee 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 each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

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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 Centre Management Committee disposing of any such items
- (c) 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 Centre Manager. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the Centre Management Committee, 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 Centre Manager any damage caused to 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 involving danger to the public or of a sexually explicit nature shall not be given.