



## CHESTERTON COMMUNITY PARTNERSHIP

# Terms & Conditions

### Standard Terms and Conditions of Hire for the Community Centre

These standard conditions apply to all hiring of the Partnership's premises. If the Hirer is in any doubt as to the meaning of the following, the Bookings Secretary or other relevant person 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 person 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 person 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 Partnership, 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-let 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. Hours of Opening**

The premises are available from 8 am to 11pm from Monday to Saturday, although extensions may be granted in exceptional circumstances. On Sundays we would want to restrict events to a 10.00 pm finish time if possible.

### **5. 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.

### **6. Licensable activities**

The Hirer shall ensure that the Partnership 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 Association 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 Community

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 will also comply with the Partnership'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 Service 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
- \* 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 or clearly visible
- \* That there is no obvious fire hazard on the premises

## **8. Outbreaks of fire**

The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Bookings Secretary or other nominated person.

## **9. Keys**

Any keys issued by the Bookings Secretary must be returned as soon as possible, unless the Bookings Secretary uses his discretion. *The key code will be given to Hirers in advance – this allows the Hirer to access the key box to acquire the necessary key.*

## **10. Health & Hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food, health & hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Safety (Temperature Control) Regulations 1995. The Kitchen has a refrigerator & freezer for use by Hirers but the dishwasher in the kitchen needs prior permission for usage.

## **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.

## **12. Insurance and indemnity**

(a) The Hirer shall be liable for:

(i) the cost of repair of any damage (including accidental & malicious damage) done to any part of the premises including the curtilage of the premises to include adjacent play areas.

(ii) all claims, losses, damages & costs made against or incurred by the Partnership, its employees or volunteers in respect of damage or loss of property or injury to persons arising as a result of the use of the premises by the Hirer.

(iii) all claims, losses, damages and costs made against or incurred by the Partnership, their employees or volunteers as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, the Hirer shall indemnify,

(b) The Partnership shall take out adequate insurance to insure the liabilities described in sub clause (a) (i) and may, in the case of non-commercial hirers insure the liabilities in sub-clauses (a) (ii) and (a) (iii) as well.

{c} Where the Partnership does not insure the liabilities described in sub-clauses (a)(ii) and (a) (iii) the Hirer shall take out adequate insurance to insure such liabilities and shall produce the policy if required.

### **13. Accidental & dangerous occurrences**

The Hirer must report all accidents involving injury to the public to the Partnership's authorised representative or the Bookings Secretary. There is an Accidents Book in the kitchen in which accidents need to be recorded. Any equipment failure belonging to the Partnership or brought in by the Hirer must also be reported.

### **14. Explosives & 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 (eg polystyrene, cotton wool) shall be erected without the consent of the Bookings Secretary. No decorations are to be put up near light fittings.

### **15. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without prior consent. Please do not try to adjust the heating controls in the Parish Office.

## **16. Drunk and disorderly behaviour and supply of drugs**

The hirer shall ensure that, in order to avoid disturbing neighbours and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought on to the premises. Alcohol may only be served with the consent of the Bookings Secretary.

## **17. Animals**

The Hirer shall ensure that no animals except guide dogs are brought onto the premises, other than for a special event agreed by the Partnership. No animals must enter the kitchen at any time.

## **18. Smoking**

Smoking is prohibited on the premises and in the adjacent Play Areas

## **19. Notices etc**

The Hirer must not allow posters or fly posting on any of the walls. The Partnership has a display unit that may be borrowed if displays are required.

## **20. Cancellation**

If the Hirer wishes to cancel before the date of the event and the Partnership is unable to conclude a replacement booking the question of the payment or repayment of the fee shall be at the discretion of the Bookings Secretary. The Partnership 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 Partnership reasonably considering that the hiring will lead to a breach of licensing conditions or other legal requirement.
- 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, fire, explosion or other disasters

In any such case the Hirer shall be entitled to a refund of any deposit paid.

## **21 End of Hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean & tidy state, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced. This applies to chairs and tables and any recreational equipment used – there are diagrams in each store indicating where equipment should be stored.

All unused foodstuffs must be removed in the interests of health & safety.

Cleaning equipment is provided for the use of Hirers, but if Hirers do not want to clean the premises after use then the Partnership may charge a cleaning fee instead.

All rubbish must be taken away by Hirers, except that in the bins provided.

## **22. Noise & Parking**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night. Adequate parking is provided for all users who should ensure that the 'Disabled Parking' remain for their specified use.

## **23. Stored Equipment**

The Partnership accepts no responsibility for any damage done to equipment brought on to the premises. All equipment used must be removed at the end of each hiring if only to avoid inconvenience to subsequent Hirers.

## **24. 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 to any part of the premises without the approval of the Bookings Secretary.

## **25. Maximum permitted numbers**

The Hirer must agree not to exceed the maximum permitted numbers per room, including any performers/organisers.

Frank Shouler Hall - 120

Colin Board Room - 25

## **26. Licences**

In order to hold a licensable activity on the premises or on part of the premises a TEN (Temporary Events Notice) will need to be given to the Licensing Authority. This must be done with the consent of the Bookings Secretary who will offer advice on the necessary procedures.