

BYCC CONDITIONS of HIRE

The Hirer shall be the person making the application for a letting and such person will be responsible for payment of all fees or other sums due in respect of the letting to the Hirer and for the observance of regulations imposed by Bridport Youth and Community Centre Trust or their lawfully appointed agent.

1) DAMAGE, LOSS OR INJURY

The Hirer shall effect Third Party (Public Liability) insurance within a minimum indemnity limit of five million pounds for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss or damage to property, including the hired premises, arising out of the letting of Bridport Youth and Community Centre.

Bridport Youth and Community Centre Trust will not be responsible for any injury to persons or damage to property arising out of the letting of Bridport Youth and Community Centre unless such injury or damage results from the negligence or breach of statutory duty on the part of the Bridport Youth and Community Centre Trust.

2) PROTECTION OF PREMISES AND MOVEABLE PROPERTY

- Furniture, fittings and services (water and electric) shall not be removed or interfered with in any way.
- No fittings or decorating of any kind necessitating the driving of nails or screws into fixtures forming part of the building fabric will be permitted.
- Should any changes to the premises or property be deemed appropriate, written approval must be sought from The Centre Manager.
- In the event of any damage to premises or property Bridport Youth and Community Centre Trust shall make it good and the Hirer shall pay the cost of such reparation.

3) PUBLIC SAFETY

- The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways, passages and exits.
- The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct in line with the legal liabilities and responsibilities for working with young people and employees.
- The Hirer shall be responsible for the implementation and review of activity specific risk assessment and that this will include all resources and equipment used for education and leisure activity.

4) SAFEGUARDING

Organisations that work with children, young people and/or vulnerable adults and hire or use BYCC undertake to ensure that all staff or volunteers providing a service on behalf of the User will be advised of their responsibility for the welfare and safety of the people in their care. The Trustees of the Centre require that such groups have adequate safeguarding policies and procedures in place and that these are seen by the Centre Manager in consultation with the Trustee responsible for safeguarding if necessary. Or agree to follow BYCC Safeguarding Policy and Procedures.

5) COPYRIGHT OR PERFORMING RIGHTS

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Bridport Youth and Community Centre Trust against all sums or money which the Trust may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

6) STATISTICS (Regular bookings only)

I agree to keep statistics for my group which will be available to the Centre Manager / BYCC Trust as needed for the purpose of supporting future funding applications for the Centre. These statistics will include attendance numbers, age & postcode of all group members and any other relevant details regarding their special needs, referrals from outside agencies, positive benefits, and outcomes of attending the group.

7) CANCELATIONS

Any one off bookings cancelled with less than 2 weeks' notice of the booking date will be charged at 50% of the hire rate.

Any one off bookings cancelled with less than 1 weeks' notice of the booking date will be charged at the full hire rate.

All regular bookings must give 4 weeks' notice.

8) SUB-LETTING

The Hirer shall not sub-let to another person.

9) INSURANCE

Organisation that has its own public liability insurance to cover any claims arising because of the group activity please forward a copy to the Centre Manager prior to your booking date.

10) INTOXICATING LIQUOR

No intoxicants shall be brought on to or consumed on the premises without the prior approval of the Centre Manager or the Chair of Bridport and Community Centre Trust on their behalf. If you need alcohol license for your event, please forward a copy to the Centre Manager a minimum of three weeks before the event.

11) SMOKING

The Hirer must ensure that the "No Smoking" legislation is complied with and shall be responsible for taking adequate precaution against the risk of fire.

12) DANCING

Use of materials for preparing floors for dancing is prohibited.

13) VACATION OF PREMISES

The Hirer shall ensure that premises are vacated promptly at the end of the letting.

14) VARIATION OF SCALES OF CHARGES AND CANCELLATIONS

The Hirer acknowledges that the charges given overleaf may be increased in accordance with the rates from time to time published by the BYCC Trust or that the letting may be cancelled provided that at least 28 days' notice is given.

15) DECLARATION

I/ We agree to abide by the conditions and regulations stated in the above Conditions of Hire do hereby agree to indemnify BYCC against any liability whatsoever which may arise out of the letting of premises to me/or the organisation.

I/We also confirm that the appropriate insurance has been effected in accordance with the Conditions of Hire.