

BYCC Trust – Conditions of Hire

Definition of the Hirer

The Hirer is the individual or organisation making the booking and will be responsible for:

- Payment of all hire fees and any other charges incurred.
 - Ensuring compliance with these Conditions of Hire as set out by the BYCC Trust or its lawfully appointed representative.
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1) Liability for Damage, Loss or Injury

- The Hirer must hold **Third Party (Public Liability) insurance** with a minimum indemnity limit of **£5 million for any one occurrence**. This must cover legal liability for accidents resulting in injury to persons (including participants in the hired activity) and loss of or damage to property, including the hired premises.
 - The BYCC Trust shall not be responsible for any injury, loss or damage arising from the hire, except where such injury, loss or damage is caused by negligence or breach of statutory duty on the part of the BYCC Trust.
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2) Protection of Premises and Property

- The removal or interference with furniture, fittings, or utilities (including water and electricity) is strictly prohibited.
 - No nails, screws, adhesives, or other fixings likely to cause damage to the premises may be used.
 - Any proposed modifications to the premises must receive **prior written approval** from the BYCC Trust.
 - Any damage caused by the Hirer or their attendees must be repaired at the Hirer's expense, with repairs arranged by the BYCC Trust.
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3) Public Safety and Responsibilities of the Hirer

The Hirer is responsible for ensuring that:

- Overcrowding does not occur, and all exits, gangways and passages remain clear at all times to ensure public safety.
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- Adequate supervision and safeguarding measures are in place for children, young people and vulnerable adults, in accordance with legal requirements.
 - A risk assessment is conducted for all activities, including the safe use of equipment and resources.
 - All relevant health and safety regulations are complied with throughout the hire period.
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4) Safeguarding

- The Hirer must ensure that all staff or volunteers providing services on their behalf are aware of their responsibility for the welfare and safety of children, young people and vulnerable adults in their care.
 - The Hirer must have appropriate safeguarding policies and procedures in place, which must be reviewed by the BYCC Safeguarding Lead and, if necessary, in consultation with the Trustee responsible for safeguarding.
 - Alternatively, the Hirer may agree to operate under the **BYCC Safeguarding Policy and Procedures**.
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5) Cancellations and Payment Policy

- Hire charges may be subject to review by the BYCC Trust. Notice of any changes will be given to Hirers where reasonably possible.
- The BYCC Trust reserves the right to cancel any booking with a minimum of **28 days' notice**.

Cancellation by the Hirer:

- More than seven (7) days' notice – *No charge*.
- Seven (7) days or less – *Full hire fee payable*.
- Regular or block bookings – *At least one (1) month's notice required for cancellation or amendment*.

Birthday Party Bookings:

- Full payment must be made **at least fourteen (14) days before the date of the event**.
 - This payment is **non-refundable** in the event of cancellation by the Hirer.
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6) Vacating the Premises

- The Hirer must ensure that the premises are vacated promptly at the agreed end time.
 - The premises must be left clean and tidy. Any additional cleaning required may result in an extra charge.
 - Where the Hirer is a key holder, they must ensure that all windows and fire doors are securely locked and confirm that all occupants have vacated the building before locking up if they are the last to leave.
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7) Parking

- Parking spaces are limited and operate on a **first-come, first-served basis**.
 - The BYCC Trust accepts no responsibility for loss or damage to vehicles or their contents while parked on site.
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8) Copyright and Performing Rights

- The Hirer must not infringe any copyright or performing rights during the period of hire.
 - The Hirer agrees to indemnify the BYCC Trust against any claims, fines, or legal costs resulting from copyright or licensing infringements occurring during their event.
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9) Sub-Letting

- The Hirer is not permitted to sub-let or transfer the booking to any third party.
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10) Alcohol and Intoxicating Substances

- Alcohol or any other intoxicating substances shall not be brought onto or consumed on the premises without prior approval from the BYCC Trust.
 - If alcohol is to be sold, the Hirer must obtain the appropriate licence and provide a copy to the Centre Manager **no later than four (4) weeks before the event**.
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11) Smoking, Vaping and Fire Safety

- Smoking and vaping are strictly prohibited inside the premises in accordance with UK law.
 - The Hirer is responsible for ensuring compliance with the No Smoking Policy and for taking all reasonable precautions to reduce fire risk.
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12) Statistics (Regular Bookings Only)

- The Hirer agrees to keep attendance records for their group, which will be made available to the Centre Manager or BYCC Trust upon request.
 - This information may be used to support future funding applications for the Centre.
 - Information collected may include:
 - Attendance numbers
 - Age and postcode of attendees
 - Details regarding special needs
 - Referrals from outside agencies
 - Positive benefits and outcomes of attending the group
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Declaration

I/We agree to abide by the conditions and regulations stated above and hereby agree to indemnify the BYCC Trust against any liability whatsoever arising from the letting of premises to me/us or the organisation.

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