

# **FINEDON COMMUNITY SPORTS & LEISURE CENTRE ASSOCIATION**

*(Trading as Finedon Community Centre)*

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## **CONDITIONS OF HIRE**

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### **PARTIES**

- (1) Finedon Community Sports & Leisure Centre Association known as Finedon Community Centre, acting by its management committee (“FCC”, “we”, “us”, “our”).
- (2) The person or organisation making the booking (“you”, “your”).

### **1. INTERPRETATION**

Throughout this Agreement:

“we”, “us” and “our” refer to the Community Centre and include Finedon Community Sports & Leisure Centre’s charity trustees, employees, volunteers, agents and invitees;

“you” and “your” refer to the person or organisation making the booking and includes (where appropriate) the members of your management committee, your employees, volunteers, agents and invitees;

where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Centre Secretary or, if the Centre Secretary is not available, any of our charity trustees.

### **2. THE HIRING**

In consideration of the hire fee, we agree to permit you to use the premises for the purpose described in your booking confirmation for the period(s) specified. This Agreement includes the Standard Conditions of Hire set out below and any Special Conditions of Hire (if any).

#### **2.1 Hire Fee**

You must pay the full cost of the booking at the time you sign up, which constitutes a contract between the parties. There may be included in the fee a refundable deposit to cover any damage to the Centre during your hiring period.

We will refund any deposit paid within 28 days of the termination of the period of hire, provided that no damage, loss or extra cleaning has been caused to the premises and/or contents, and no complaints have been made to us or North Northamptonshire Council about noise or other disturbance during the hiring.

Keys must not be copied without the written permission of the Secretary. Any keys not returned upon the end of the hire day or upon the cessation of classes or other regular events will incur a charge of £350 for replacement locks and keys, plus any legal costs incurred.

Payment by BACS:

Bank:	NatWest Bank
Account name:	Finedon Community Sports & Leisure Centre Association
Sort code:	55-70-37
Account No:	81281110

## 2.2 Right to Terminate for Charitable Purposes

*Note — for commercial hirers: Community Centres are usually held on strict trusts which require the management committee to ensure that the hall is administered in accordance with those trusts. Accordingly, we reserve the right to terminate the Hiring Agreement by giving not less than seven days' written notice to you in the event of the premises being required on the same date/time for the fulfilment of its charitable purposes. In the event of such termination, we will refund to you all monies paid. We will not, however, be liable to make any further payment in respect of expenses, costs or losses incurred directly or indirectly by you in relation to any such termination.*

## 3. MAXIMUM CAPACITY

You agree not to exceed the maximum permitted number of people per room (including the organiser, performers and guests):

- Gibbard Suite (First Floor – large hall): 199 persons
- Henderson Suite (Ground Floor): 80 persons
- Reception Hall (Ground Floor): 30 persons
- Kitchen (Ground Floor): 10 persons

## 4. MUSIC AND TV LICENSING

The Centre holds a Music Licence for the Performing Rights Society (PRS) and the Phonographic Performance Licence (PPL). The Centre does NOT hold a licence from the TV Licensing Authority.

There is a risk of a £1,000 fine if anyone watches TV programmes (including catch-up services) on any device (including TV, desktop or laptop computer, tablet, mobile phone, games console, digital box, DVD/VHS recorder) that is plugged into, or being charged from, a socket in the Centre. The Hirer acknowledges their responsibility to make all persons attending the hiring aware of this restriction and to supervise all persons present. The Hirer agrees to immediately settle any fine imposed on any attendee found to be contravening this condition, whether invited, a paying guest or otherwise present. The Hirer agrees that it is their responsibility to subsequently recover that amount from the person in contravention. We shall not have, or require, contact with that individual or group.

### 4.1 Premises Licence and Sale of Alcohol

We hold a Premises Licence authorising regulated entertainment and the sale of alcohol. We reserve the right to sell alcohol only at events run and organised by our Management Committee. You acknowledge the copy of the conditions of the Premises Licence and/or Operating Schedule found on the website ("FCC Alcohol\_and\_TEN\_Policy\_vMay2026 ") and agree to comply with all obligations contained therein, found on our website. [www.finedoncommunitycentre.org.uk](http://www.finedoncommunitycentre.org.uk)

If we consider that a Temporary Event Notice (TEN) would be in our best interests for your hiring, we may require you to give notice of a TEN and will advise you where the necessary forms can be obtained.

- (i) You agree to give us notice of your intention to provide alcohol at the event and to give notice of a TEN to the appropriate licensing authority within their stipulated timeframe.

If you fail to comply with (i) above, we will cancel the hiring without compensation. This is because there is a limit on the number of TENs that can be granted annually for any premises, and non-cooperation could affect future fundraising by us and by local voluntary organisations.

## 5. ATTENDANCE DURING HIRING

You agree to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.

## 6. BOUNCY CASTLES AND INFLATABLES

Bouncy castles, other inflatables and soft play equipment are permitted at the Centre, subject to our Bouncy Castle Policy for Hirers, which forms part of this Agreement and is available on our website at <https://finedoncommunitycentre.org.uk/>

You must read and comply with that Policy in full before your booking is approved. In particular, **you must ensure that adequate public liability insurance is in place** — either through the owner/hiring company (for the equipment itself) or through you personally as the supervising hirer. If you are an individual hiring the venue for a private party, your household insurer may provide cover, but you must confirm this in writing before the event.

You acknowledge that the Trustees of the Centre will not under any circumstances be held liable for any claim arising from the use of a bouncy castle, inflatable or soft play equipment at your hiring. If you do not have adequate insurance in place and a claim is made, you will be personally and fully liable for that claim.

## 7. INCORPORATION OF CONDITIONS

We and you hereby agree that these Standard Conditions of Hire, together with any Special Conditions of Hire and any additional conditions imposed under the Premises Licence or that we deem necessary, form part of the terms of the Hiring Agreement unless we and you agree otherwise in writing.

## 8. THIRD PARTIES

None of the provisions of these Standard Conditions of Hire are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

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## STANDARD CONDITIONS OF HIRE

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*If you are in any doubt as to the meaning of any of the following Conditions, you must seek clarification from us without delay.*

### 1. Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

### 2. Supervision

During the period of the hiring, you are responsible for:

- (i) supervision of the premises, the fabric and the contents;
- (ii) care of the premises, safety from damage however slight or change of any sort; and
- (iii) 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 us, you must 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

You must not use the premises (including the car park, if any) for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way, nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises, nor allow the consumption of alcohol without our written permission.

### 4. Insurance and Indemnity

(i) You are liable for:

- (a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents;
- (b) costs arising from accidental and malicious loss or damage arising out of your negligence done to our WiFi service (if any);
- (c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service (if any); and
- (d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

- (a) any insurance excess incurred; and
- (b) the difference between the amount of the liability and the monies we receive under the insurance policy.

(iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and

current receipt or other evidence of cover to our Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer. We are insured against any claims arising out of our own negligence.

## **5. Gaming, Betting and Lotteries**

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

## **6. Music Copyright Licensing**

You must ensure that we hold relevant licences under the Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

## **7. Music**

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015.

## **8. Film**

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film.)

## **9. Safeguarding Children, Young People and Adults at Risk**

All hirers who wish to use the hall for activities which include children and adults at risk, other than for hire for private parties arranged for invited friends and family, are required to either produce a copy of their Safeguarding Policy and evidence that they have carried out relevant checks through the Disclosure and Barring Service (DBS) when requested to do so, or confirm that they have understood and will adhere to the Centre's principles and procedures with regard to safeguarding.

## **10. Public Safety Compliance**

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our 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. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Secretary.

(i) You acknowledge that you have received instruction in the following matters:

- The action to be taken in the event of fire, including calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- The importance of fire doors and of closing all fire doors in the event of a fire.
- Location of the first aid boxes.

(ii) In advance of any activity you must check the following:

- That all fire exits are unlocked and panic bolts are in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no fire hazards on the premises.

- That emergency lighting supply illuminating all exit signs and routes is turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

## 11. Noise

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

## 12. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

You must ensure that in order to avoid disturbing neighbours and to avoid violent or criminal behaviour:

- (i) no one attending the event consumes excessive amounts of alcohol; and
- (ii) no illegal drugs are brought on to the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

## 13. Food, Health and Hygiene

You must, 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 and thermometer.

## 14. Electrical Appliance Safety

You must ensure that any electrical appliances brought by you into the premises and used there are 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, you must make use of it in the interests of public safety.

## 15. Stored Equipment

We accept 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, otherwise we will charge hire fees for each day or part of a day until the same is removed.

We may, in our discretion, dispose of any items by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and disposing of the same, in any of the following circumstances:

- (i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended; or
- (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

## 16. Smoking

(a) You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner so as not to cause a fire.

(b) No Smoke Making Machines are to be used in these premises without prior written permission from the Hall Secretary, as these will set off the smoke alarms in the building.

## 17. Accidents and Dangerous Occurrences

You must report to us as soon as possible any failure of our equipment or of equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Hall Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

Tel: 0845 300 9923 | [www.riddor.gov.uk](http://www.riddor.gov.uk) via [www.hse.gov.uk](http://www.hse.gov.uk)

## 18. Explosives and Flammable Substances

You must ensure that:

- (i) highly flammable substances are not brought into, or used in, any part of the premises; and
- (ii) no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

## 19. Heating and Cooking

You must ensure that no unauthorised heating appliances or cooking appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG). You must not use deep fat frying.

## 20. Animals

You must ensure that guide dogs, hearing dogs and assistance dog owners are permitted access to the premises.

## 21. Fly Posting

You must not carry out or permit fly posting or any other form of unauthorised advertisement for any event taking place at the premises, and must indemnify and keep us indemnified against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

## 22. Sale of Goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address, and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

## 23. WiFi Services

When using the WiFi service you agree at all times to be bound by the following:

- (i) Not to use the WiFi service for any of the following purposes:
  - (a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
  - (b) transmitting material that constitutes or encourages a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
  - (c) interfering with any other person's use or enjoyment of the WiFi service; or
  - (d) making, transmitting or storing electronic copies of material protected by copyright without the permission of the owner.
- (ii) To keep any username, password or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

## 24. Termination of the WiFi Service

We have the right to suspend or terminate our WiFi service immediately in the event of any breach of these Standard Conditions, including without limitation:

- (i) if you use any equipment which is defective or illegal;
- (ii) if you cause any technical or other problems to our WiFi service;
- (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
- (iv) if you resell access to our WiFi service; or
- (v) if you use our WiFi service in contravention of these Standard Conditions.

## 25. Availability of WiFi Services

(i) Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.

(ii) It is your responsibility to ensure that any WiFi-enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the main hall.

(iii) We are not responsible for data, messages or pages that you may lose or that become misdirected because of interruptions or performance issues with our WiFi service or wireless communications networks generally. We may impose usage or service limits, suspend service, or block certain kinds of usage in our sole discretion to protect other users. Network speed is no indication of the speed at which your WiFi-enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

## 26. Privacy and Data Protection

(i) We may collect and store personal data through your use of our WiFi service.

(ii) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under data protection legislation and solely for the purposes of offering the WiFi service.

(iii) By using our WiFi service, you agree to the terms of this clause 26. If you would like more information or object to anything in these conditions, you should speak to our Secretary or Treasurer.

## 27. Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, return the deposit or require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (iii) the premises becoming unfit for your intended use; or
- (iv) 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 you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

## 28. End of Hire

You are 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. Failure to do so may result in an additional charge.

### **29. No Alterations**

You must not make any alterations or additions to the premises nor install or attach any fixtures, placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture, fitting or attachment which we have approved may remain in the premises at the end of the hiring and will become our property unless you remove them; you must make good to our satisfaction any damage you cause to the premises by such removal.

### **30. No Rights**

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

### **31. Late Night Hiring**

There are additional requirements for any booking that runs beyond 10:00pm.

- There is a hard finish time of 11:00pm for music and 11:30pm for the hirer and all guests to have left the building, with the room(s) left as found, rubbish removed\* and doors locked (\*unless extra time has been booked for the following day).
- There is an overrun charge, of £50 per 15 minutes beyond the agreed finish time, which will be invoiced automatically and deducted from the deposit.
- There will be an increased deposit level to £200 for any booking past 10pm
- There is an explicit requirement that the hirer or a nominated responsible person (not the DJ or caterer) will be present throughout and contactable by volunteers.
- The centre reserves the right to terminate the event and require all guests (except those responsible for clearing up after the event) to leave if the 11:00pm finish time is not met, and forfeiture of the deposit.
- All doors to the centre must remain closed once music is playing.