

DEFINITIONS

- i) "The Trust" is defined as The Longhoughton Community and Sports Centre Trust.
- ii) "The Booking Secretary" is defined as a Trustee member of the Bookings Team.
- iii) "Our web site" is www.longhoughtoncommunitycentre.org

1. Age of Hirer

The Hirer must be at least 18 years old.

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
- 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 or neighbouring driveways.

As directed by the Bookings Secretary, 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 Booking Enquiry Form 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 premises or public.

4. Guidance Notes for Hirers

A Guidance notes for Hirers document, giving important information about the Centre and practical guidance, will be issued to all Hirers by email and is available on our web site and the Hirer's Notice Board at the Community Centre.

5. 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 Trust'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.

Additionally, the Hirer shall comply with all conditions and regulations made in respect to the premises by the Fire Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other public entertainment or stage plays.

The Hirer shall also comply with The Trust's Health and Safety policy, a copy of which is available on our web site and is on display at the Centre.

6. Fire Safety

Fire safety requirements for Hirers include:

- That explosives and flammable substances are not brought into the facilities.
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected.
- No decorations are to be put up near light fittings or heaters.
- The Guidance notes for Hirers includes a list of actions in the event of fire.

TERMS AND CONDITIONS OF HIRE

In advance of an entertainment or play the Hirer shall check the following items.:

- The location and use of fire equipment
- The location of fire exits
- That all fire exits are unlocked.
- That escape routes are free of obstruction.
- That no fire doors are wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

The Fire Brigade shall be called to any outbreak of fire, however slight, and details given to Bookings Secretary.

7. Premises Licence

The Trust has a premises Licence authorising the following regulated entertainment and licensable activities which are restricted to the times indicated below. Only those activities for which a licence is held will be permitted.

a	the performance of plays	Yes	08.00 – 23.00	All Year
b	the exhibition of films	Yes	08.00 – 23.00	All Year
c	indoor sporting events	Yes	08.00 – 23.00	All Year
d	boxing or wrestling entertainment	Not licensed		
e	the performance of live music	Yes	08.00 – 23.00	All Year
f	the playing of recorded music	Yes	08.00 – 23.00	All Year
g	the performance of dance	Yes	08.00 – 23.00	All Year
h	entertainment similar to a,b,c,e,f,& g	Yes	08.00 – 23.00	All Year
i	the supply of alcohol	Yes	10.00 – 23.00	All Year

8. The Sale of Alcohol

The premises are licensed for the sale of alcohol during the hours shown at 5(i) above. The Trustees are jointly responsible for the sale of alcohol under the Licensing Act 2003. The Hirer may apply to The Trust for an agreement to sell alcohol during the licensed hours. If the request is agreed a fee is payable: such agreement is at the discretion of The Trust.

9. Licence for the Playing and Recording of Music

The Centre is licensed by The Trust for the playing and recording of music with the Performing Rights Society and the Phonographic Performance Ltd.

10. 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.

11. Health and Hygiene

The Hirer shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations.

12. Electrical Safety and Portable Appliances (including Bottled Gas Appliances)

The Hirer shall ensure that any mains electrical appliances brought by them to the premises and used there shall be safe, in good working order, used in a safe manner in accordance with the Electricity at Work Regulations 1989 and must be correctly tested for electrical safety.

The Hirer shall ensure that no unauthorised portable appliances shall be used on the premises when open to the public.

Only where risks and liabilities for associated injuries damage and food safety are unconditionally accepted and indemnified by the hirer, will BBQs be permitted on Trust property. Such arrangements are strictly by prior agreement with the Trust.

Bottled gas heaters are prohibited.

13. Indemnity

The Hirer shall be liable for:

(a) the cost of repair of any damage (including accidental or malicious damage) done to any part of the premises including the grounds thereof or the contents of the premises.

(b) all claims, losses, damages, and costs made against or incurred by The Trust, their employees, 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.

(c) all claims, losses, damages, and costs made against or incurred by The Trust by 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 Trust and employees, volunteers, agents and invitees against such liability.

14. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the Bookings Secretary as soon as possible and complete the relevant section in the Centre's accident book. Any failure of equipment either belonging to The Trust or brought in by the Hirer must also be reported as soon as possible. Certain types of accidents or injury must be reported on a special form to the local authority. The Trust's Bookings Secretary will give assistance in completing this form. This is in accordance with the reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

15. Animals

The Hirer shall ensure that no animals except guide dogs are brought into the premises other than for a special event agreed by The Trust. No animals whatsoever are to enter the kitchen at any time.

16. Compliance with The Children Act 1989

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 Disclosure and Barring Service (DBS) checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in the activities). The Hirer shall provide the Bookings Secretary with a copy of their Child and Vulnerable Adults Protection Policy on request.

17. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertising for any event taking place at the premises, and shall indemnify and keep indemnified each

member of The Trust 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.

18. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with the Fair Trading Laws and Code of Practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organisers name and address and that any discount offered are based only on the Manufacturers' Recommended Retail Prices.

19. Bookings

The Centre operates an internet-based bookings system which is available to new and existing users via our web site. Because bookings for Centre facilities and 3G AstroTurf are different in nature there are different booking conditions for each, as detailed below.

For both Centre facilities and the 3G AstroTurf, conditions vary between standard rate users (typically one-off or sporadic users) and regular users. A Regular Users' Charter document is separately available on our web site detailing Regular Users' privileges and obligations.

For all facilities, the minimum booking duration is 1 hour.

a) Community Centre Building Bookings

i. Deposit to Secure a Booking

Standard rate customers pay no booking deposit for events that are chargeable at less than £100). For larger events a booking deposit of 50% is required to secure the booking.

Regular customers are not required to pay a booking deposit

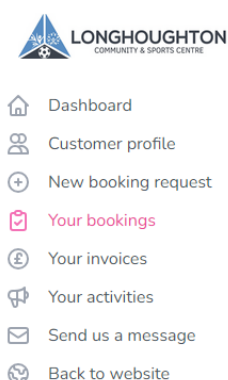
ii. Security Deposit

For larger events, the Trust may, at its discretion, require a refundable security deposit to be paid in advance of the event. Any such deposit will be refunded following satisfactory post-event inspection.

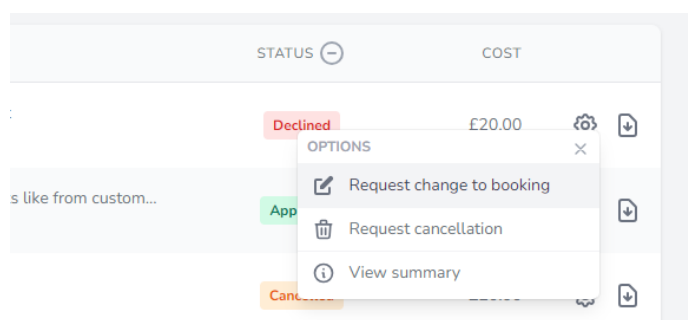
iii. Booking Amendments

Booking amendments can be requested via the online booking system.

Users should navigate to the "Your bookings" section on their portal (see image below)



By clicking the cogwheel to the right of a booking a dropdown menu is provided. Amendments to bookings (including the cancellation of individual sessions of a larger block booking) can be requested using the "Request change to booking" option.



For **block bookings** ONLY use the “Request cancellation” option if you want the **whole booking** (ie every session) to be cancelled.

iv. Booking Cancellations

Standard rate customers who cancel up to 14 days before the event, will not be charged a cancellation fee and any booking deposit will be returned. Cancellations made closer than 14 days before the event will forfeit any booking deposit made for the event and may be charged a cancellation fee at the discretion of the Trust.

In the circumstances where an event is cancelled for which a security deposit has been paid, then the security deposit will be refunded.

Users can make a cancellation request themselves via the online booking system (see guidance notes above).

Regular users can make a cancellation request themselves via the online booking system up to the time of the event and will not be charged for the event. Requests to cancel a booking made by other methods, such as email, Whatsapp or telephone will only be accepted in exceptional circumstances.

Regular users who cancel the event after it was scheduled will be invoiced as if the event happened.

b) Astro turf Bookings

v. Deposit to Secure a Booking

Booking deposits are not normally be required for Astro turf bookings, but the Trust retains the right to charge a booking deposit for larger bookings.

vi. Security Deposit

Security deposits are not required for bookings of the Astro turf only (ie where not combined with the hire of Community Centre.

vii. Booking Amendments

Booking amendments can be requested via the online booking system.

viii. Booking Cancellations

The Trust acknowledges that adverse weather can affect a booking of the Astro Turf pitch. Cancellation of booking fees due to adverse weather will be at the discretion of the Trust.

Standard rate customers are required to pay before they play. This will preferably be via the invoice's SumUp link. Payment by cash or cheque is not accepted. Should a cancellation be made up to 7 days before the session (via online booking system) for which payment has already been made, a refund will be provided.

Regular users can make a cancellation request themselves via the online booking system up to the time of the event and will not be charged for the event. Requests to cancel a booking made by other methods, such as email, Whatsapp or telephone will only be accepted in exceptional circumstances.

Regular users who cancel the event after it was scheduled will be invoiced as if the event happened.

20. Hire Charges

Hire charges are published on our web site, but enquiries can also be made to our volunteer Bookings Team via email to: enquiries@longhoughtoncommunitycentre.org

Standard rate bookings' charges are confirmed at booking acceptance (or subsequent modification, if applicable).

Regular users' bookings, where these are block booked in advance may be subject to rate increases as determined by the Trust. The Trust will endeavour to ensure any such rises are infrequent, commensurate with increases in input costs, and are implemented with a minimum of one month's notice.

All invoices indicate when payment is required by. For standard rate users this must be paid before the date of the event. The Trust reserves the right to charge interest in the event of late payment.

21. End of Hire

The Hirer shall be responsible for leaving the premises including the toilets and washrooms 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 Trust shall be at liberty to make an additional charge determined by the cost of restoration. Any keys issued to the Hirer must be returned unless the Hirer is continuing with hiring the facilities. If keys are not returned the Trust reserves the right to charge the Hirer for replacement of the keys.

22. Cancellation of Bookings by the Trust

The Trust reserves the right to cancel a hiring by written notice to the Hirer in the event of:

- the premises becoming unfit for the use intended by the Hirer
- The Trust reasonably considering that
 - (i) such hiring leading to a breach in the licence condition, if applicable, or other legal or statutory requirements, or
 - (ii) unlawful or unsuitable activities will take place at the premises as a result of the hiring.

In any such case, the Hirer shall be entitled to a refund on any fee or deposit paid, but The Trust shall not be liable to the Hirer for any resulting direct or indirect loss or damage whatsoever.

23. Public Liability Insurance

The Trust provides public liability insurance cover for all social, educational, and sporting events at the Centre provided the Hirer complies with these Conditions of Hire and the Guidance Notes for Hirers. The Trust's public liability insurance **does not** cover commercial Hirers (profit making Hirers) and for these Hirers, The Trust requires proof of their own Public Liability insurance prior to the hire being approved.

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.

25. Stored Equipment

The Trust 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.

Regular users wishing to store equipment at the Community and Sports Centre must obtain the permission of The Trust. Items stored are at the hirer's own risk.

26. No alterations to the premises

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 Trust. Any alterations, fixtures or fittings or attachments so approved shall at the discretion of The Trust remain in the premises at the end of the hiring and become the property of The Trust or removed by the Hirer who must make good to the satisfaction of The Trust any damage caused to the premises by such removal.

27. No other rights

The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

28. Smoking

The Hirer shall ensure compliance by all occupants with no smoking in public places provisions of the Health Act 2006. The designed place for smoking is outside around the corner to the right of the main door where a wall receptacle is provided for cigarette butts.

29. Permitted Number of People

The permitted number of people in the Community and Sports Centre shall not exceed the following:

Function Room	Seated theatre style	130
	Part standing and part seated	115
	Seated for Reception	75
Meeting Room 1	Seated around central tables	18 plus 16 around the sides
Meeting Room 2	Seated around a central table	10
Meeting Room 3	Seated theatre style	40
	Seated around a central table(s)	30

30. Ball Games and the Function Room

The Function Room is designed for multi-function use with suspended lighting equipment. Consequently, this room is not suitable for ball games except for table tennis, pool, snooker and low activity soft ball games.

31. Data Protection

The Trust has a policy on Data Protection and its compliance with the General Data Protection Regulations. A copy of the Data Protection policy is available on our web site and is on display at the Centre.

32. Complaints

If you think we have failed to provide a satisfactory standard of service, please let us know. Your complaint may be about the quality of the facilities, safety of the users, the handling of a particular situation or issue, the handling of personal data, or any other matter. We are committed to equal opportunities and take complaints about discrimination very seriously. The Trust has a Complaints Procedure and a copy can be found on the Hirers Noticeboard. There is a Complaints Form for you to set out details of your complaint. A copy of the Form can be requested from the Trust's web site or by email by sending an email to:

enquiries@longhoughtoncommunitycentre.org

33. Acceptable Language

The use of swear words and inappropriate language is not allowed at the Centre. Perpetrators will be asked to leave the site and if this issue persists the Hirer will not be allowed to use the Centre.

ADDITIONAL CONDITIONS OF HIRE FOR THE ASTRO TURF PITCH AND TURF PITCHES

34. Entrance & Exit To/From Changing Rooms

Users of the sports changing facilities must enter and exit by the external door at the western end of the changing rooms' corridor and must not use the connecting door between the wet area and the community building excepting in an emergency evacuation.

Football boots are not allowed in any part of the Community and Sports Centre building at any time other than in the changing rooms and the changing rooms corridor.

35. Astro Turf Pitch

a) Footwear

No traditional football boots or spiked footwear are allowed on the Astro Turf Pitch; clean trainers or moulded boots only on the Astro Turf surface.

b) Floodlights

In the event that the floodlights fail, strictly no admittance is permitted to the Hirer to the plant room/power tower/floodlighting pylons. A member of The Trust must be notified by using the telephone number displayed in the Astro Turf Pitch or on the main door or external noticeboard.

c) Access to the Community Centre

Admittance to the Community Centre building is only permitted under the direct supervision of the Astro Turf Pitch Hirer i.e. access to changing rooms and their toilets is permitted only when supervised by an over 18 accepting Hirer's responsibility

Hire of the Astro Turf Pitch does not confer any rights of access to the community building other than the defined wet area comprising the changing rooms.

d) End of Session

At the end of a booked session, the Astro Turf Pitch must be vacated promptly in time for the next user and left as found at the start of the session.

TERMS AND CONDITIONS OF HIRE

Change Record			
Issue 2	19/6/2023	Substantial update in content and layout	
Issue 3	25/11/2023	Sub-section 19	Added minimum 1 hour booking duration. Added notes on how to amend booking using online Lemon portal. Text updated in relation to cancellation requests by means other than online Lemon system.
		Sub-section 20	New wording added in relation to hire charges and changes thereto. Re-worded with respect to when invoices are due for payment.
		Sub-section 29	Added capacities for new MR3