

**TERMS AND CONDITIONS FOR HIRE OF MEA COUNCIL MANAGED
COMMUNITY CENTRES**

1. INTERPRETATION

In these terms and conditions, the following words shall have the meaning hereinafter in this clause respectively assigned to them: -

"Facilities"	means those buildings, outside grounds, and facilities under the control of Mid and East Antrim Borough Council together with the equipment, fixtures and fittings belonging to such premises that may be allocated to the user. This expression does not imply the user has the right of all such ground facilities, or equipment, but only those that the Council may allocate to the user in accordance with the confirmation of booking.
"Hire"	means any use of the facilities other than on a casual basis by individuals, at the hourly rate as set by Mid and East Antrim Borough Council.
"Council"	means Mid and East Antrim Borough Council.
"User"	means the person or organisation to whom the Council will permit use of the Centre under these Conditions of Use.
"Centre"	means the Community Centre.
"Appropriate Officer"	means the Clerk of the Council, or any person authorised by her to execute his powers and functions under these conditions.

2. HIRE OF FACILITIES

2.1 For all persons hiring Council owned venues the rent is chargeable per hour or part thereof at a rate set by Mid and East Antrim Borough Council and is subject to an annual review.

2.2 All bookings must be made through Mid and East Antrim Borough Council (see application to hire form, on Mid and East Antrim Borough Council website).

2.3 All bookings must be fully paid for in advance of the booking.

Cancellation of bookings must be given in writing within a 14-day period, this includes holiday cancellations and cessation of extended let bookings, otherwise full payment will be levied against the booking and no credit can be given. The

council reserves the right to terminate the booking at any time without the Council being liable to the user for costs incurred by the group/organization.

- 2.5 Any persons hiring facilities will insure if so required by Council and provide proof of insurance if requested with relevant documentation, such as risk assessments, qualifications and certificates, Access NI checks, and any other documentation required in line with Council Policy on Health & Safety.
- 2.6 Any persons hiring facilities undertakes to be responsible for and to indemnify the Council against all claims, actions, demands, costs, and proceedings arising out of or incidental to the use of the centre and equipment or the carrying out by the User of any of the terms of this Agreement or which would not have arisen but for the User's use of the Facility.
- 2.7 Bouncy Castles/Inflatables are not permitted on council property unless production of relevant current public liability insurance and safety certificates accompany this request. The supplier must supervise Bouncy Castles/Inflatables for the duration of the activity. Bouncy Castles/Inflatables must not be left unattended by the supplier.
- 2.8 The hirer must make clear the purpose of hiring on the application and shall not assign or sub-let the premises or any part thereof or alter such purposes without the consent of the Council. Persons hiring the premises are prescribed by any Act of Parliament, Regulations or Licence, shall observe all, damages, costs or expenses that may be incurred owing to such penalties, non-observance of any such conditions.
- 2.9 The Council reserves the right to refuse the use of a facility to any applicant. A booking may be subject to cancellation if the Chief Executive subsequently is of the opinion that the booking may give rise to disorder, or if the premises are required for Parliamentary or Municipal purposes without compensation to the hirer or liability to the Council, in such cases the hirer will receive a full refund.
- 2.10 Customers hiring premises must book sufficient time to set up and clear up within their booking. The Caretaker has the authority to ask customers to vacate the room if they have run over their booking time. All rooms must be left the way they were found, clean and tidy and with no damage to walls, floors, or toilets.

All hirers are liable during their time of hire and must ensure that the entertainer hired is fully licensed and is able to produce any documentation that the Council requires in line with Health and Safety, including risk assessments of activities to be held and hold adequate insurance.

- 2.11 The Council is not liable for any loss or damage to property whatsoever deposited in a hall or room connected therewith. Hirers shall be liable for and shall indemnify the Council against any claim for damage to person or persons, or loss or damage to the property of any person or persons arising in connection with the use of the premises by the hirer.

2.12 Extensions to community centre opening and closing times are at the discretion of the Council and may be subject to extra fees.

2.13 Hirers shall be liable for and shall indemnify the Council for any damage caused to the premises or any part thereof or to any furniture, fixtures, and fittings. or any other property of the Council therein and shall further compensate the Council for any contingent loss sustained by reason of inability to let the premises during the time necessary to repair or make good such damage. No nails, screws, hooks or the like shall be driven into the walls, floors, or any part of a building.

2.14 Helium balloons are not permitted in any facility.

2.15 Any equipment to be stored on the premises must receive permission to do so. All equipment brought onto the premises must be removed unless previously agreed.

2.16 All hirers bringing portable electrical appliances onto the premises must ensure that they have sourced a qualified electrician to PAT test that equipment in accordance with Council Policy on Health and Safety minimising Fire Risk.

2.17 Musical instruments may only be electrically amplified with Council consent.

2.18 The Hirer shall if directed by an Official or member of the PSNI deny admittance or remove from the premises any person likely to cause disturbance or show threatening behaviour, towards fellow participants or staff.

2.19 The sale of intoxicating liquor is not permitted within the premises.

2.20 The user shall not permit or suffer any person to bring any intoxicating liquor or other alcoholic refreshments of any kind whatsoever, without the express permission of council.

2.21 The Council reserves the right to ask for a deposit in the case of some functions and retain the amount in the case of damage or disorder during the booking. Hirers will be liable for further monies if the cost of damages exceeds the deposit.

2.22 The Council reserves the right to gain access to all parts of the building and room hires for inspection and supervision.

2.23 The Council has a 'non-smoking policy' applicable to all of its premises and would ask that all hirers respect this and not smoke on the premises, or around the premises, car park and surrounding building. This also includes the use of Vapes.

2.24 User groups are responsible for ensuring that they have the correct adult to child ratios as required in law for child safeguarding and protection.

2.25 User groups are responsible for ensuring that they have the correct TV License in place should they wish to stream or watch live TV on any device within the center.

2.26 In accordance with the Data Protection Act the Council has a duty to protect any information we hold in relation to you. The information you provide will be used solely for the purposes for which it has been requested. All information will be held securely and treated in accordance with the provisions of the Data Protection Act 1998. For further information on how we hold your information please visit the Council's website.

The Council reserves the right to alter these Terms & Conditions of Hire without notice and to make conditions for any matter not included in the foregoing conditions.

Those wishing to hire Council facilities must agree and accept the above terms and conditions by signing and dating the form attached in Appendix 2, and return with the appropriate booking form and supporting documentation.

APPENDIX 2

The Role of the DFP & DDFP

The hirer must identify at least one individual who agrees to act as 'Designated Fire Person (DFP)'. This person will be responsible for maintaining fire safety provisions within the centre and coordinating an evacuation of the building in the event of a fire emergency. The hirer may also identify another person to act as Deputy Designated Fire Person (DDFP) if they so wish. The Designated Fire Person must understand their assigned role (set out in Appendix 1) and sign the terms and conditions section of this agreement. If the hirer is also the DFP then that person must sign both sections below. The booking form requires original signatures of the hirer, the DFP and possibly DDFP. Hirers must not assume 'other' persons will accept this important fire management role and the hirer CANNOT sign this hire agreement on their behalf.

Ensure Fire Provisions are not interfered with during the booking e.g. No locked or blocked exits or tampered Fire Fighting Equipment. NOTE: There is no requirement on the Designated Fire Person to test or inspect anything as this will have been addressed by the Caretaker (daily checks) and Building Maintenance (other checks).

- Ensure permitted numbers are not exceeded.
- The premises are only used for purpose as booked.
- Ensure only electrical equipment or combustible materials that have been declared in the booking form are brought into the premises.
- Ensure an agreed evacuation plan (with Mid and East Antrim Borough Council) is in place and understood. Plan to outline - minimum number of stewards required, any special roles assigned to others (helpers) an identified assembly area, method of calling Fire Emergency Services (by landline/mobile etc)
- Phone the Fire Emergency Services (999) in the event of fire.
- Ensure persons remain at the assembly area
- Liaise directly with Fire Services on their arrival and update the Fire Services on the fire incident.

SIGNATURE FORM

I have read and understood Mid and East Antrim Borough Council's terms and conditions of hire and agree to abide by the terms stated.

USER NAME: (IN CAPS)

Signed:

On Behalf Of (Group):

Date:/...../.....

TO BE COMPLETED BY THE DESIGNATED FIRE PERSON (DFP)

I have read and understood the section relating to the role of the DFP and I agree to perform the role for the full duration of this booking.

NAME (IN CAPS).....

Signed

DEPUTY DESIGNATED FIRE PERSON (DDFP)

I have read and understood the section relating to the role of the DDFP and I agree to perform the role for the full duration of this booking.

NAME (IN CAPS).....

Signed

OFFICIAL USE ONLY

Booking accepted by

On Behalf of Mid and East Antrim Borough Council

Date/...../.....