

Please read the following terms and conditions. By signing the booking form, you are agreeing to abide by these terms and conditions.

Please keep a copy of the terms and conditions for your records.

Orbit reserves the right to amend these rules and conditions, and to make any additional rules and conditions as necessary. The 'Hirer' will mean an individual hirer or, where the hirer is an organisation, the authorised representative. The 'Responsible Person' is the person who will be physically present on site during the booking. The 'Hub' refers to the Orbit Community Hub 'The Orchard'.

a. Insurance

- i. The Hirer is required to have their own public liability insurance in place. This should have cover of no less than £5 million. If the Hirer has cover of less than £5 million, Orbit will risk assess the services or activities being delivered by the Hirer and will consider whether we can accept the booking at our discretion.
- ii. The Hirer must provide evidence of their public liability insurance to Orbit before the booking can be confirmed.
- iii. Orbit will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the premises either by the Hirer or by any other person.
- iv. The Hirer must protect Orbit against all losses while they are in charge of the premises. This includes damage to the premises or to any property belonging to Orbit and against all claims made by any person for personal injury or loss of or damage to any other property arising out of the hiring and caused by the negligent act, error or omission of the hirer, or the servants or agents, or members or guests of the hirer.
- v. If the Hirer does not have public liability cover in place, they agree to take personal liability and protect Orbit against all losses while they are in charge of the premises. This includes damage to the premises or to any property belonging to Orbit and against all claims made by any person for personal injury or loss of or damage to any other property arising out of the hiring and caused by the negligent act, error or omission of the hirer, or the servants or agents, or members or guests of the hirer.

b. Booking times and access

- i. The Hub is available for bookings 7 days a week between 08:00 and 20:00.
- ii. You will be able to access the Hub 30 minutes prior to your hire time.
- iii. The Hub must be vacated and returned to its original condition 30 minutes after the end of the hire period. If additional time is required, this must be included within your hire time.
- iv. Orbit reserve the right to access any part of the building at any time.

c. Equipment

- i. No furnishings, items, or equipment that have been supplied by Orbit may be removed from the building.
- ii. Any electrical equipment brought into the Hub by the Hirer should meet British safety standards and be PAT tested.
- iii. Where the Hirer intends to use equipment that could present a risk to health and safety it must be covered in the Hirer's risk assessment.
- iv. Attendees must always be supervised when using any equipment that could present a risk to health and safety.
- v. The following items are banned from the Hub and surrounding area except with the prior and explicit written permission from Orbit: Fireworks, pyrotechnics, gas appliances, barbecues, stoves, candles or other naked flames, heaters of any type other than those provided by Orbit, dry ice machines, lasers, strobe lighting, and items that include a heat source.
- vi. To comply with COSHH (Control of Substances Hazardous to Health) regulations Orbit must be made aware and have agreed in advance to the bringing of any substances by the Hirer / Responsible Person. Orbit reserves the right to refuse the Hirer / Responsible Person permission to bring any substance into the Hub which could cause a hazard or danger to the building and users.
- vii. No items may be stored at the Hub by the Hirer between bookings without seeking permission from Orbit first. Any items are stored at the Hirer's own risk and Orbit does not accept any liability for damage to or loss of any goods stored by the Hirer at the Hub.

d. Smoking

- i. Smoking, or use of e-cigarettes, is not permitted in any part of the Hub or the area immediately outside. If attendees choose to smoke in the vicinity of the building they do so at their own risk and must remain considerate to residents in local properties and dispose of their litter safely and appropriately.

e. Sub-letting

- i. The space should not be sub-let under any circumstances. The Hirer must not share the key or key safe code with any other party except in an emergency. If keys or codes are shared for emergency purposes the Hirer or Responsible Person must then notify Orbit.

f. Use of the space

- i. The Hub may only be used for the agreed timescales and for the agreed purposes.
- ii. Overnight occupancy of the Hub is not permitted.

g. Cleaning

- i. The Responsible Person should ensure the Hub is left in a tidy state at the end of the booking and should notify Orbit if additional cleaning is required due to accidental spillages, for example.

- ii. Orbit will arrange for professional cleaning to take place on a regular basis. Any issues with below-expected cleanliness, or poor availability of stocked items should be reported to Orbit by email.
- iii. Any cleaning products left on site by Orbit or their contractors will be stored in accordance with COSHH guidelines.

h. Reporting damage or faults

- i. Emergencies: The emergency services should be contacted immediately if emergency medical attention is needed, in event of a fire, a person is at significant risk of serious harm or if a crime is in progress. The Responsible Person should also report the incident to Orbit by phone as soon as they are able to do so.
- ii. Urgent matters: In non-emergency situations the Responsible Person should contact Orbit by phone to report any damage or faults that could:
 - Present a risk to the health, safety or wellbeing of people using the building, nearby residents or passers-by
 - Result in the building being insecure
 - Result in further damage to the Hub or neighbouring properties if not addressed urgently
 - Be the result of criminal damage
 - Affect other groups who have booked the space after you, such as no heating or hot water.
- iii. In situations where leaving the Hub unattended could increase the risk of harm or further damage the Responsible Person should remain on site / nearby, if it safe to do so, until an Orbit representative arrives.
- iv. Any minor damage or routine repairs should be reported to Orbit by email.
- v. It shall be the responsibility of the Hirer to pay Orbit for any loss or damage caused to the Hub, furniture, fittings or equipment as a result of the hiring.

i. Cancellation and charges

- i. Payments for one-off and ad-hoc bookings should be made by the Hirer 14 days before the hire date. Any booking arranged less than 14 days before the hire date will be sent an invoice for immediate payment.
- ii. Hirers making a regular and / or ongoing booking will be invoiced monthly in advance. Invoices should be paid within 30 days. Orbit reserves the right to cancel the booking if the Hirer is in arrears of payment.
- iii. Bookings cancelled by the Hirer with 14 days' notice or more will be fully refunded.
- iv. Refunds or partial refunds on bookings cancelled with fewer than 14 days' notice will be at the discretion of Orbit.
- v. Bookings cancelled with fewer than 48 hours' notice will not be refunded, the full hire charge will apply.
- vi. Orbit reserves the right to cancel any booking at its absolute discretion. Wherever possible, Orbit will give the Hirer at least 14 days' notice of their intention to cancel a booking. The Hirer will be refunded the hire charges in full.

- vii. In the event of a cancellation, no liability will be accepted by Orbit for any loss incurred by the Hirer and no compensation will be payable to the Hirer or any other person in respect of such cancellation.

j. Animals

- i. No animals are permitted inside the Hub, except for guide dogs or assistance animals, without the prior permission of Orbit.
- ii. If animals, including guide dogs or assistance animals, are brought to the Hub during a booking it is the responsibility of the Hirer to ensure that the Hub is left in an acceptably clean state afterwards including pathways and grass areas surrounding the Hub. Any animal waste must be cleared up.
- iii. The Hirer may be charged for damage caused by animals brought to the Hub during the booking, or for professional cleaning if required.

k. Alcohol

- i. Alcohol may not be consumed at the Hub without prior and explicit permission from Orbit.

l. Noise

- i. The Hirer / Responsible Person should ensure that they and others attending their booking remain considerate to residents in nearby properties when arriving and leaving the Hub. Music or other noise should not be audible outside the Hub at any time.

m. Anti-social behaviour

- i. The Responsible Person is responsible for making sure that the behaviour of anyone attending their booking does not cause harassment, alarm or distress to any person or household. If we receive reports of anti-social behaviour caused by attendees at your booking, Orbit will contact you to discuss any reports and ask you to put measures in place to manage the anti-social behaviour. Persistent incidents of anti-social behaviour taking place during bookings may result in future bookings being cancelled.
- ii. Anti-social behaviour includes but is not limited to; the use or supply of illegal substances, aggression, intimidation, verbal abuse, vandalism, damage or loss caused by reckless behaviour, noise nuisance, rowdy or inconsiderate behaviour, illegal or inconsiderate parking, littering, swearing or foul language which is audible in nearby properties or to passers-by.

n. Health and safety

- i. The Hirer / Responsible Person must make sure that the building capacity of 60 is not exceeded.
- ii. The Responsible Person must check the premises at the start of their booked session to ensure no unexpected hazards are present. The Responsible Person must also check the premises before locking up at the end of the session to ensure that there is no damage and to switch off all lights, taps and heaters.
- iii. Cleaning materials, or other hazardous items, must never be left where they could be accessible to young children.

o. Building access and security

- i. You will be able to access the key to the Hub from the key safe located by the front door and must return the key to there after locking up at the end of the session. You must return the key even if you have a booking the following day.
- ii. You must secure the Hub and return the key in the key safe if you leave the building unoccupied for any length of time during your booking, even if you plan to return later.
- iii. Any loss incurred by Orbit as a result of the Hub being left insecure will be charged to the Hirer.

p. First aid

- i. The Hirer should ensure that the Responsible Person, or another person who will be present onsite to support the booking, has a suitable level of First Aid training for the activity being delivered.
- ii. There are two First Aid kits available in the Hub. These are located in the kitchen and in the main hall. The Responsible Person should send an itemised list of anything used from the First Aid kit to communityhubs@orbit.org.uk so that it can be re-stocked.

q. Risk assessments

- i. The Hirer must complete a risk assessment to cover the activity that their booking relates to and submit this to Orbit. A blank Risk Assessment template can be provided on request. If you would like to see the Hub or if you have any points you would like clarified before completing your risk assessment, please contact communityhubs@orbit.org.uk.

r. Fire safety

- i. The fire alarm and emergency lighting systems are tested regularly, you will be notified ahead of time if the testing will take place during your booking.
- ii. At the beginning of the booking the Responsible Person should ensure all attendees are aware of what to do in the event of a fire or of the fire alarm sounding (other than testing). This information will be displayed within the Hub.
- iii. The Responsible Person should keep a register of those attending the session so that they can account for everyone at the assembly point following the fire alarm sounding.
- iv. The Responsible Person must make sure that furniture and equipment are not blocking or restricting access to fire exits, doorways or corridors.
- v. Fire doors must not be left propped open. If you notice that fire door is damaged or faulty, this must be reported to Orbit.
- vi. Smoke detectors and fire alarms must not be tampered with, adjusted, disconnected, hampered, or removed. If you notice that a smoke detector is damaged or faulty, please report it to Orbit.
- vii. Fire extinguishers must not be tampered with and should not be moved or used unless there is genuine need. If a fire extinguisher is used, lost or damaged during your booking it must be reported to Orbit so that it can be replaced or refilled.

s. Accident / near miss reporting

- i. You must report any accidents or near misses that happen at the Hub. The Responsible Person must record any accident or near miss in the accident book and email a description of the incident to communityhubs@orbit.org.uk. This must be done as soon as possible after the accident or near miss has occurred.

t. Lone working

- i. There are no members of Orbit staff based permanently at the Hub and there may not be any Orbit employees present during your booking. Hirers who wish to book the space for a lone worker must have a lone worker policy and / or their risk assessment must demonstrate the measures they are putting in place to manage the risk.
- ii. In instances where there is only one person in the Hub, they will be deemed to be the Responsible Person in the context of these terms and conditions.

u. Safeguarding

- i. The Hirer / Responsible Person is responsible for ensuring that any children attending their booking always have an appropriate level of supervision to ensure their safety and wellbeing.
- ii. The Hirer / Responsible Person is responsible for ensuring that any adults with additional needs attending their booking have a level of support and / or supervision appropriate to their needs, to ensure their safety and wellbeing.
- iii. The Hirer must ensure that the Responsible Person and all other staff / volunteers supporting the booking have an appropriate level of training and competence to ensure the safe delivery of activities attended by children or adults at risk and are DBS checked if necessary.
- iv. The Hirer must provide, on request, a copy of their safeguarding policy. Orbit may request this if the booking is made to deliver services / activities for children or adults at risk. If for any reason Orbit are not satisfied, then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any money paid for the booking.
- v. The Hirer must provide, on request, assurance that all necessary insurance, vetting and training is in place with regards to their staff / volunteers delivering the activity. Orbit may request this if the booking is made to deliver services / activities for children or adults at risk. If for any reason Orbit are not satisfied, then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any money paid for the booking.
- vi. If you have a safeguarding concern for an attendee at your booking you should follow your own organisation's Safeguarding Policy. If the person you are concerned about is an Orbit resident, you should also report your concern via 0800 678 1221. In all situations where there is any belief that a person is at immediate risk of injury, or there is danger to life, the Responsible Person should contact the emergency services.
- vii. No Orbit premises may be used for activities that may be considered extremist or could incite hatred or prejudices of any kind.

v. Monitoring information

- i. Orbit reserves the right to ask the Hirer to provide anonymised data about attendees at their bookings to help us monitor the usage of the Hub. This may

include, but is not limited to, the number of people attending and the number of Orbit customers attending. We will never ask the Hirer for any information that could identify an individual attendee unless there is a separate data sharing agreement in place between Orbit and the Hirer.

w. Car parking

- i. Users of Orbit's car parks do so at their own risk. Orbit accepts no responsibility for damage, accident or loss while vehicles are parked on our land.