

CONDITIONS OF HIRE

Covering the Mechanics Institution Trust premises –

Central Community Centre, The Cricketers and Baker's cafe

The Booking Form constitutes the Hire Agreement and by signing it you accept all of the following conditions of hire.

To proceed with any booking you *must* declare that you have read and agree to these conditions of hire.

Please note: If you fail to comply with the Conditions of Hire, you may risk losing your deposit.

It is essential that you read and adhere to these conditions, as they contain vital information regarding your booking.

Age

All Hirers must be 18 years of age or over.

Supervision

The Hirer shall accept responsibility for being in charge of and on the premises at all times when the public are present and ensuring that all conditions are met. The Hirer will during the period of hiring, be responsible for the supervision of the premises, the safety of the fabric and contents of the building (and car park) and the behavior of all persons using the premises. The Hirer shall ensure there are sufficient competent representatives on the premises to fully comply with these conditions of hire. To ensure proper control of numbers attending and to deal with any fire risks, the Hirer must appoint a person who will be responsible to assist if necessary.

Your Data

You are in control of the personal data you provide to us. You may contact us to ask that your information can be changed or deleted if you wish and you can find out our full Privacy Policy on the Mechanics' Institute Trust website. We will store your data when you make an enquiry with us so that we may follow up your enquiry.

Alcohol and Drugs

You and your guests may not bring or consume any alcohol on our premises inside or outside. As the hirer, you are responsible for ensuring that your guests follow this rule.

No illegal drugs may be brought onto the premises or used in the car park.

Licensable Activities

The Mechanics Institution Trust does not hold the following licences:

-Performing Rights License which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television, ipod or performers in person.

-Alcohol licence. Please see notes above.

-Betting and Gaming licence. The Hirer must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

If any of these are required, they must be agreed in advance and obtained by the Hirer

Public Safety Compliance

The Hirer must comply with all conditions and regulations relating to the premises. These include Local Authority, Licencing Authority and The Mechanics Institution Trust Safety Policy.

Prior to any engagement the Hirer must, in consultation with the person responsible for opening the building on behalf of the Trust:

Satisfy themselves that they know where all fire equipment is located and how to use it.

Check all fire exits are unlocked and in good order.

Check all exits and escape routes are free from obstruction and can be safely used.

Check any fire doors are not wedged open and all exit signs are clear.

Check for any other fire hazards on the premises.

Fire Precautions & Safety

All cooking must be done in a ventilated area and under the extractor fan. Please seek advice from the Building's Manager.

The Fire Brigade must be called to any outbreak of fire, however slight, and details given to the Trust Building Manager as soon as possible. There is no public telephone available on the premises so the Hirer must have a mobile phone available for their event.

They must also have a means of checking (e.g. sign-in sheet or head-count), in the event of evacuation, that all members of the group have safely left the building.

There is an automatic fire alarm activated by smoke detectors. If the alarm sounds and in case of fire leave the building immediately by the most appropriate exit. Call the fire service and await instructions from the fire service staff. Please also alert the Facilities Manager on 07593854232 – if there is no reply, you must leave a voicemail and a text message.

All groups must ensure they are aware of exits in case of fire. Before the hire begins you agree that any person who will be supervising the facility has read the space's emergency procedure notices and is familiar with the location and operation of the fire doors.

Wheelchair Access

The community centre is wheelchair accessible and has a disabled toilet facility with a baby changing facility.

The Baker's meeting room is accessed on street level. The café area has a disabled toilet and it is accessed from the meeting room via a few steps through a narrow corridor. There is a ramp available which enables entry via the front door. Use of the ramp is at your risk.

Electrical Appliances

The Hirer shall ensure that any electrical appliances brought by them into the premises, and used there, shall be safe, in working order and used in a safe manner in accordance with the Electricity Regulations. (This should include PAT testing.)

All premises electrical equipment is PAT tested.

Health and Hygiene

The Hirer must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. Dairy foods, vegetables and meat must be refrigerated and stored in compliance with Food Temperature Regulations. (Fridges provided).

Accidents and Dangerous occurrences

The Hirer must report all accidents involving injury to the Facilities Manager as soon as possible and complete the relevant section in the premises' accident book. The first aid boxes and accident books are located in:

The Baker's Cafe- By the small sink unit in the front of the kitchen

Central Community Centre Kitchen- 2nd shelf on the wall

Central Community Centre Small Meeting Room- Above the fridge on the refreshments worktop

If you need assistance locating the first aid kits and accident book, please let the Facility Manager know. If you use anything from the box please report it so we can get it replaced.

Equipment

Any failure of or damage to equipment belonging to the Trust or brought in by the Hirer must be made known to the Buildings Manager.

Heating

The Hirer shall ensure no unauthorised heating appliances are used on the premises without prior permission. Portable Liquefied Propane Gas (LPG) heating appliances are prohibited.

All heating will be controlled by the Facilities Manager and set up for you in advance.

A penalty charge may be given if the heating and air conditioning controls are changed.

Explosives and Flammable Substances

The Hirer must ensure no highly flammable substances are brought in, used or stored in the premises and no internal decorations of a combustible nature are erected without consent.

No decorations are to be put near light fittings or heaters. No naked flames, including candles, are permitted. Fireworks must not be let off from any part of the premises including the car park.

Animals

The Hirer must ensure that no animals (including birds) are brought onto the premises.

Guide dogs and assistance dogs are an exception but should be notified to the Buildings Manager.

Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any other relevant codes of practice.

Insurance & Indemnity –

The Mechanics Institution Trust has a Public Liability Insurance which covers injury, loss or damage caused to third parties as a result of negligence by the trustees, their staff or volunteers. This includes cover for members of the public attending events that are organised by the Trust and for liabilities arising from the condition of the property.

The Trust has insurance cover for the buildings and for all contents owned by them.

The Trust's Public Liability Insurance does not cover any hirer's bookings. Regular hirers are expected to hold their own Public Liability Insurance and are strongly advised to seek insurance cover for their own property, whether brought in, or stored at the premises.

If the Hirer is a sport or fitness instructor/coach, they must hold their own Public Liability cover and ideally a professional indemnity Insurance.

The centre has insurance cover against risks arising from use of the centre and its equipment. It is your responsibility to arrange sufficient insurance coverage against risks arising in connection with any of your equipment or activities or negligence of yourself or your guests.

You agree to indemnify The Mechanics' Institution Trust against any and all claims that may be made against The Mechanics' Institution Trust by third parties in respects of events or actions by yourself or your guests, and to indemnify The Mechanics' Institution Trust against any loss or damage to its property that is caused by you or your guests.

The Mechanics' Institution Trust accepts no responsibility during the hire period either for injury, accident or death to any person arising from the hirer's actions or inaction or for damage, loss or theft of any property belonging to the Hirer or to other persons attending the

premises. Hirers should make their own insurance arrangements. The Mechanics' Institution Trust shall not be liable 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.

The Hirer shall:

- a. be liable for any damage caused to the premises, furniture and fittings therein arising from the hire period;
- b. report any such damage and breakages to the Facilities Manager as soon as practicable;
- c. be responsible for maintaining good order during the hire period and for ensuring that no nuisance is caused to users of other parts of the facility.
- d. be responsible for ensuring their contact details are up to date, so that invoices are received and paid on time
- e. any failure of equipment must also be reported as soon as possible to centralcommunitycentre@mechanics-trust.org.uk

Safeguarding

When appropriate, Hirers must have policies for safeguarding children, young people and vulnerable adults. Special care must be taken when there are children present, such as safety precautions, supplying adequate supervision and they are restricted from viewing age-restricted content.

OTHER GENERAL CONDITIONS OF HIRE

Use of Premises

The Hirer shall not use the premises for any purpose other than described in the Hire Agreement 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 to bring onto the premises anything which may endanger the reputation of the Trust or render invalid any insurance policies.

Cleaning

Hirers must leave premises the way they found them. This includes washing and clearing of all crockery, minimal cleaning and brushing of floors. If not adhered to an extra charge will be levied and taken out of your deposit.

We ask that groups clean up any mess and spillages and ensure that litter is placed in bin provided. Please leave the space in a good state ready for the next user.

If you have hired the hall and kitchen for a large event or party, basic cleaning products are provided in the Kitchen. For large parties or events, you may leave us with up to three black bags (which we provide) and any more waste than this we ask you to take home. Any further sacks for disposal will incur an extra charge.

Chairs and Tables

You are welcome to re-arrange the rooms to suit your needs, except for electrical equipment. If you specify a room set up on your booking enquiry form, the room will be prepared for you, subject to staff and volunteer availability. The Facilities Manager will set up as required and put away tables and chairs at the end of the hiring.

Smoking

No smoking or vaping is allowed in the premises. The Hirer is responsible for complying with this. We provide a smoking port for the disposal of cigarette ends in the car park. Please do not leave excess rubbish near the bins.

Music

The Mechanics' Institution Trust does not hold a music licence or an entertainments license. To hold a live public music event you must have permission of the Trust and you must provide an Entertainments License.

For events open to the public, you must hold a music licence to be able to play pre-recorded music.

Car Park

Our car park is private. Parking is on a first come first serve basis and is limited to those using our premises. Parking is not permitted, without prior permission, outside the hours of the specific hiring. All users are expected to use it with respect to others.

There is very limited car parking at the Community Centre with up to 14 spaces available but only on a first-come basis with non-exclusive use. Cars are parked at your own risk. Do not move cones. Please ensure that your group departs the car park when your booking ends. There are other pay and display car parks nearby, bus routes and we are a short walk from the train station. Brunel West Multi-Storey car park is 24 hours and £1 per hour evenings Monday-Friday and is pay-by-card.

https://www.swindon.gov.uk/directory_record/23325/bristol_street_car_park

Fly Posting –

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements on the premises. They must indemnify and keep indemnified each member of the Trust, against all actions, claims and proceedings from any breaches. Failure to observe this condition may lead to prosecutions by the local authority.

Noise:

The Hirer must ensure that there is a minimum of noise made on arrival or departure.

Particularly early morning arrivals and late at night departures particularly because of the close proximity to our neighbours in Emlyn Square. The Hirer shall respond positively to any complaints by them regarding excessive noise or unacceptable behaviour.

Amplified music must not be played outside.

Damage to Premises and Trust Property

Any damage or deficiency that you notice at the beginning of the hire must immediately be drawn to the Facility Manager's attention.

If any damage is caused by any member of your party, you are required to compensate the Mechanics' Institution Trust without undue delay for the fair and reasonable costs of repair to the building, furniture, fixtures and fittings.

The Trust shall provide a quote for the repair, replacements, or deep cleaning and this will be a cost charged to you in addition to the deposit.

Alterations and Decorations

No alterations or additions may be made to the premises, fixtures or fittings without prior approval.

Please avoid sticky tape and sticky strips. Glitter and confetti are prohibited on the premises. If you wish to attach anything to the fabric of the walls, please only use white tac.

Stored Equipment

The Trust accepts no responsibility for any property or equipment, brought in or stored on the premises.

All equipment not part of a storage agreement with the Trust must be removed at the end of each hiring or additional fees may be charged. If the Hirer fails to remove the additional equipment within 7 days from the end of each hiring the Trust reserves the right to dispose of it.

HIRE AGREEMENT INCLUSIONS

Hire times

The period for which the premises are hired is the maximum period of time for which you may use the premises. It therefore includes any time needed to set up the hall before the function and time to complete cleaning and tidying up afterwards. If the closure or changeover of premises is delayed, you may be charged.

Please do not arrive more than 10 minutes earlier than the hire period you have booked as this could be disruptive to other bookings. Please allow them time to leave. If you are holding an event where you welcome the public or new members, please ensure that all users are aware that they must not arrive earlier than the hire period booked- it may be sensible to promote a later start time if you require time to set up.

Please ensure you vacate the premises including the car park promptly when your booking finishes, and quietly with respect for local residents.

Deposits and Refunds

Each type of hiring will require a deposit of £75.

Return of the deposit is not the decision of facilities staff and they are not responsible for reminding clients of the conditions of hire. Please remind yourself of the conditions of hire before your event.

A checklist will be completed before and after each hire period and photos may be taken of the conditions.

Single Hirers will be sent an invoice including the deposit in advance. All private hire bookings must be paid for in advance by bank transfer (not cheque), at least 7 days before the hire period.

Regular Hirers must also forward a deposit of £50. This will be refunded via the second invoice provided that all conditions are met. All regular hirers will be invoiced 2 weeks in advance of your booking dates.

Cancellations

Please notify us as soon as possible if a booking is to be cancelled. There will be no charge for bookings cancelled with more than 30 days' notice. For notice of cancellation between 30 days and 7 days, a 25% charge will be made. For cancellations between 7 days and 48 hours, a 50% charge will be made. A cancellation with less than 2 days' notice will be charged at the full rate.

Delays

Please ensure you are present at the beginning of the hire period booked. The Facilities Manager will close the premises after 15 minutes if any client has not arrived. You will be charged in full.

If you are expecting to be delayed, please text the Facilities Manager Andy on 07725018498 with your name/company and time of booking and estimated time of delay. As he works part time according to an advance schedule, we cannot guarantee that the premises will be accessible after 15 minutes, but if you text him and let him know in advance, he will help if he can.

Disruptions to bookings

The Mechanic's Institution Trust reserves the right to refuse to accept a booking without giving a reason. If for reasons outside its control The Trust needs to cancel a booking - for example if the hall is required for use as a polling station or because of any national or local emergency – you will not be charged, but The Trust cannot accept any liability beyond that. We will do our best to prevent disruption to your booking by other bookings and to maintain access to the centre's facilities, but if you have a complaint please email bookings@mechanics-trust.org.uk

Please do not disrupt other bookings using the facilities at the same time as you. Please note that the main kitchen adjacent to the hall and the toilets are shared spaces.

During the period of hire every attempt will be made to allow exclusive use to you. You do, however, agree to allow admission to any official; contractor, or other person authorised by The Mechanics Institution Trust.

Refreshments

Groups are asked to bring their own tea, coffee, sugar, milk and biscuits, unless specifying that they would like to pay for tea and coffee on the booking form this will not be stocked for you. The kitchen is equipped with some basic crockery, cookware and cutlery of which there is a limited amount– groups are welcome to use any of the equipment from the cupboards as long as it is put away after and left the kitchen and meeting room(s) in a clean and tidy state.

Please do not help yourself to supplies in the kitchen unless you have paid for us to stock the kitchen. These supplies may be intended for another group.

Contact bookings@mechanics-trust.org.uk to make any changes to your booking or to make a cancellation. This is also the contact email for any invoice queries. If you would like to talk through a booking in more detail over the phone, please email initially with your phone number and query. Our part-time Bookings Manager will give you a call as soon as possible.

To proceed with any bookings you must declare that you have read and agree to these conditions of hire.