

Terms & Conditions of Hire

These standard conditions apply to all hiring of Ashwellthorpe and Fundenhall Community Centre. If the Hirer is in any doubt as to the meaning of the following, the Hall staff or Booking Secretary should immediately be consulted.

1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge, both off and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for:

1. supervision of the premises, the fabric, and the contents;
2. their care, safety from damage however slight or change of any sort;
3. the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to avoid obstruction of the highway.

As directed by the Booking 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 (including the car park) for any purpose other than that described in the Hiring Agreement and shall 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 onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

4. Insurance and indemnity

(a) The Hirer shall be liable for:

(i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises

(ii) all claims, losses, damages and costs made against or incurred by the Community Centre management committee, their employees, volunteers, 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, and

(iii) all claims, losses, damages, and costs made against or incurred by the Community Centre management committee, 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 Community Centre management committee and the Community Centre's employees, volunteers, agents, and invitees against such liabilities.

(b) The Community Centre shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Community Centre shall claim on its insurance for any liability of the Hirer here-under but the Hirer shall indemnify and keep indemnified each member of the Community Centre management committee and the Community Centre's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Community Centre does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Community Centre Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Community Centre Secretary to rehire the premises to another Hirer.

The Community Centre is insured against any claims arising out of its **own** negligence.

5. 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.

6. Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they 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).

7. Safeguarding children, young people and vulnerable adults

The Hirer shall ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, The Hirer shall provide the Community Centre management committee with a copy of their Safeguarding Policy and evidence that they have carried out relevant checks through the Disclosure and Barring Service (DBS).

8. 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, and the hall'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.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the management committee.

9. 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. The Hirer shall, 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.

10. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that to avoid disturbing neighbours to the Hall and avoid violent or criminal behaviour:

- care shall be taken to avoid excessive consumption of alcohol.
- no illegal drugs may be brought onto the premises.
- drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity.

Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

11. Verbal and physical assaults on staff

As an organisation, we have a duty and responsibility to ensure that staff and and volunteers working in the community centre can go about their work and/or professional duties without being subject to unacceptable behaviour. The centre operates a zero tolerance policy towards harassment and abuse of staff and volunteers, which includes (but is not limited to) homophobia, biphobia, transphobia, racism, sexism, ageism or harassment or abuse on basis of disability, marriage or civil partnership, pregnancy or maternity, religion or belief. We aim to manage unacceptable behaviour in a manner that protects our staff, volunteers and members of the public wherever it is appropriate and necessary to do so.

12. Health and hygiene

The Hirer shall, 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.

Please bring your own towels, tea towels, dishcloths and washing-up consumables, and take them home with you for washing or disposal. Any towels, tea towels or dishcloths found to be left drying after a hire will be disposed of.

At the end of your hire, please remove all rubbish and take it away with you. Any rubbish or recyclable material left in the hall or, in the vicinity of the hall may incur a charge.

12. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be 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 the Hirer must make use of it in the interests of public safety.

Any damage caused to the Community Centre as the result of electrical appliances brought into the Community Centre shall be the responsibility of the HIRER. All trailing leads and extensions should be covered in a safety trunking, covered with a safety mat, or securely taped down.

All equipment brought into the centre must be in good working order, compliant with electrical safety requirements in force at the time of use and PAC tested.

13. Stored equipment

The Community Centre 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. Personal effects (clothing, towels, footwear, sports equipment etc.) must be removed after the activity has concluded. Any lost property will be removed and disposed of as appropriate. There will be no compensation payable for any such items disposed of by staff or management of the centre. There are no exceptions to this.

The Community Centre may use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Community Centre management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

14. Smoking/Vaping

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking and vaping in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke or vape does so outside, and not within 4m of any pedestrian access point. Anyone smoking must dispose of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire. There is to be no smoking in any area where persons under the age of 18 are present.

15. Accidents and dangerous occurrences

Any failure of equipment belonging to the Community Centre or brought in by the Hirer must be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member of the Community Centre management committee **as soon as** possible and complete the relevant section in the Community Centre's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Community Centre 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 1995 (RIDDOR).

16. Explosives and flammable substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

17. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

18. Animals

The Hirer shall ensure that no animals (including birds) except assistance dogs, or similar, are brought into the premises, other than for a special event agreed to by the Community Centre. No animals whatsoever are to enter the kitchen at any time.

19. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of the Community Centre's management committee 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.

20. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any 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 organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

21. Cancellation

The Community Centre reserves the right to cancel this hiring by written notice to the Hirer in the event of:

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

22. End of Hire

The Hirer shall be 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, otherwise the Community Centre shall be at liberty to make an additional charge.

23. No alterations

No alterations or additions may be made to the premises. No fixtures may 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 Management Committee. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Community Centre remain in the premises at the end of the hiring. It will become the property of the Community Centre unless removed by the Hirer who must make good to the satisfaction of the Community Centre any damage caused to the premises by such removal.

24. No Rights

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

Hirer fire hazard responsibilities

The Hirer is responsible for taking reasonable precautions to minimise the risk of fire and injury to all occupants. These precautions include: –

- Fire safety checks before admission of public and before leaving (see overleaf)
- Acquainting themselves with the action to be taken in the event of fire (see attached fire instructions). This includes hall evacuation and calling the fire service
- Identifying the location of all fire alarms, fire extinguishers and escape routes, and keeping them clear always.
- Knowing how to operate the emergency exit doors
- Calling the fire service if a fire breaks out, however slight, and subsequently informing a member of the hall management committee
- Not permitting any real flames or known obvious fire hazards to be used/brought on the premises without permission from the hall management committee. Specifically, no highly inflammable, explosive, or hazardous substances, nor portable paraffin or gas heater should be allowed anywhere on the premises.
- Not permitting any cylinders for the storage of air or other gases or liquids under pressure to be brought into the premises, nor lasers anywhere on the premises without permission from the hall management committee.
- To ensure that any decorations used are of non-flammable or fireproofed material.

The entire premises are a NON-SMOKING AREA.

All hirers of the hall and/or meeting room must carry out the following Fire Safety checks:

Before admission of public:

- All exit doors, including those with push-bar mechanism tested and in good working order.
- Escape routes free from obstruction and available for use.
- Any fire doors closed and not wedged or propped open.
- Fire extinguishers in place and unobstructed.

- No combustible storage in areas open to the public.
- Check there is no obvious fire hazard in, or near, the building.

Before leaving:

- Search for smouldering fires or cigarettes left burning
- Switch off all kitchen electrical appliances at wall socket e.g. hob, microwave, tea urn, kettles.
- Empty all waste bins, remove the waste from the premises and fit new waste bin liners.
- Close properly both exit doors (ensure lockbolts engaged) and internal fire doors
- If the hirer intends to clear up the morning following a function (only permissible by prior arrangement with the Management Committee and if hall is not being used the next morning) all bags of rubbish including those in the waste bins **must** be removed from the building immediately after the event.
- All electrical appliances (e.g. Disco equipment, amplifiers, lighting systems) and any alcohol brought into the hall for the function must be removed from the building at the end of the function. Anything left in the hall is at hirer's own risk.

Any person discovering a fire:

- **WARN OTHERS** – shout ***FIRE!*** If you cannot be heard, flash the lights to get attention.
- **SOUND THE ALARM** – break the glass at nearest fire alarm (one next to each exit)
- **LEAVE THE BUILDING** – by nearest exit in an orderly way; close doors behind you
- **ASSEMBLY POINT** – on far side of car park on the access road. DO NOT BLOCK ANY EMERGENCY VEHICLE ACCESS.
- **DO NOT TACKLE THE FIRE UNLESS YOU ARE TRAINED TO DO SO**
- **CALL THE FIRE SERVICE IMMEDIATELY**
- - **DIAL 999**, then give the operator the number of the phone and ask for Fire. When the Fire Service answers speak distinctly “**FIRE AT ASHWELLTHORPE AND FUNDENHALL COMMUNITY CENTRE**”
- **GIVE THE ADDRESS**

Ashwellthorpe and Fundenhall Community Centre, Ashwellthorpe, Norfolk, NR16 xxx.

- **DON'T END CALL UNTIL FIRE SERVICE HAS REPEATED THE ADDRESS**
- All Mobile networks accept Emergency Calls on **999** or **112**
- There is no public telephone on the premises or nearby
- Once the hall has been evacuated (check especially the toilet areas), **DO NOT ALLOW ANYONE TO RETURN TO THE BUILDING** for any reason until authorised to do so by the Fire Service.

- On Fire Service arrival, the person in charge of the hall/function must report to the Officer in Charge that all persons are safe or should inform him/her of the last known position of anyone missing.

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