

# Standard Conditions of Hire

These standard conditions apply to all hirings of the Westwoods Centre. If you are in any doubt as to the meaning of the following, you must seek clarification from us without delay.

## 1. Age

YOU, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

## 2. Supervision

During the period of the hiring, you are responsible for:

- (a) supervision of the premises, the fabric and the contents;
- (b) care of the premises, safety from damage however slight or change of any sort; and
- (c) 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.

As directed by us you must 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

You must 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) You are liable for:

- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents or our Wi-Fi service.
- (ii) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our Wi-Fi service, and
- (iii) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or your use of our Wi-Fi service, and subject to sub-clause (b), you must indemnify us against such liabilities.

(b) We will take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. We will claim on our insurance for any liability you incur but you must indemnify us against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies we receive under the insurance policy.

(c) Where we do not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, you must 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 Bookings Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Bookings Secretary to rehire the premises to another Hirer.

We are insured against any claims arising out of our own negligence.

**5. Gaming, betting and lotteries**

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

**6. Music Copyright licensing**

You must ensure that you obtain any licences and complete any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and you agree to indemnify us against the consequences of your failure to do so.

**7. Film**

You must ensure that you have the appropriate copyright licences for film. Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

**8. Safeguarding children, young people and adults at risk**

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

**9. Public safety compliance**

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the premises 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. You must also comply with our health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and you must give details to our Bookings Secretary.

You acknowledge that you have received instruction in the following matters:

- action to be taken in event of fire: this includes calling 999 and evacuating the hall.
- escape routes and the need to keep them clear.
- method of operation of escape door fastenings.
- the importance of any fire doors and of closing all fire doors at the time of a fire.
- location of first aid boxes (in the kitchen).

In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- that all escape routes are free of obstruction and can be safely used for instant public exit
- that any fire doors are not wedged open.
- that exit signs are illuminated.
- that there are no obvious fire hazards on the premises.
- that external lighting of exit signs and routes is turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

**10. Noise**

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, 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.

**11. Drunk and disorderly behaviour and supply of illegal drugs**

You must ensure that in order to avoid disturbing our neighbours and avoid violent or criminal behaviour: (a) no-one attending your event consumes excessive amounts of alcohol, and (b) no illegal drugs are brought onto the premises. Drunk and disorderly behaviour is not 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.

**12. Food, health and hygiene**

You must, 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. A small refrigerator and thermometer are provided on the premises.

**13. Electrical appliance safety**

You must ensure that any electrical appliances brought by you onto 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 you must make use of it in the interests of public safety. If you store any electrical equipment at the centre, it may be subject to Portable Appliance Testing if it has not already been tested. You will be responsible for meeting the cost of any such testing.

**14. Stored equipment**

We accept 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.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- (a) Your failure 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) Your failure to dispose of any property brought on to the premises for the purposes of the hiring.

**15. Smoking and vaping**

You and anyone invited into the premises by you must comply with the prohibition of smoking 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. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches, etc. in a tidy and responsible manner, so as not to cause a fire.

Use of e-cigarettes or vapes is not permitted inside our premises.

**16. Accidents and dangerous occurrences**

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to a member to us as soon as possible and complete the relevant section in our accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Bookings 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).

**17. Explosives and flammable substances**

You must ensure that highly flammable substances are not brought into, or used in any part of the premises and that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without our prior consent. No decorations are to be put up near light fittings or heaters.

**18. Heating**

You must ensure that no unauthorised heating appliances shall be used on the premises when open to the public without our written consent. Portable liquefied propane gas (LPG) heating appliances shall not be used.

**19. Animals**

You must ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by us. No animals whatsoever are to enter the kitchen at any time.

**20. Fly posting**

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep us indemnified 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.

**21. Sale of goods**

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must 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.

**22. Cancellation**

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, return any deposit or require payment of the hire fee.

We reserve the right to cancel this hiring by giving you written notice 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 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 your intended use,
- (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 you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

**23. Wi-Fi Services**

Wireless internet access (Wi-Fi) is provided in the premises free of charge. Your access to the service is completely at our discretion. By using the services, you agree to be bound by the terms and conditions presented when you log into the network. If you do not agree to these terms and conditions then you must immediately cease using the services.

Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times, or the speeds at which data will be sent and received.

**24. End of hire**

You are 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 we may make an additional charge.

**25. No alterations**

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations, or other articles in any way to any part of the premises without our prior written approval. In our discretion any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Any such items will become our property unless removed by you and you must make good to our satisfaction any damage caused to the premises by such removal.

**26. No rights**

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

## **Special Conditions of Hire**

These conditions are supplemental to, not a replacement for, the standard conditions of hire.

**27. Coronavirus**

You will make sure that everyone likely to attend your activity or event understands that they must not do so if they have covid symptoms or have tested positive for coronavirus.

You, the hirer, will be responsible for ensuring those attending your activity or event comply with any covid regulations and guidance in force at the time of the hire.

You will be responsible for cleaning all regularly used surfaces during your period of hire using either the products supplied or your own ordinary domestic products.

**28. Banned or restricted activities**

**Glitter is not permitted because it leads to excessive cleaning.**

Bonfires, fireworks, and sky lanterns are prohibited on Council premises.

Reusable barbecues and campfires (in a suitable metal fire pit only) may be used in the garden only with the prior consent of the premises supervisor. Only dry, well-seasoned wood can be burned; do not use damp wood, add any accelerants to the fire or burn any plastics or rubber as these can create thick toxic smoke. Make sure the fire is completely extinguished before you leave it. Douse any embers or ashes with water.

Sleepovers and overnight camping are not permitted on the premises.

It is not our policy to accept bookings for events and/or celebrations where alcohol would be consumed and the purpose of the occasion is for anyone under the age of 25 years.

**29. Bouncy castles and other inflatables**

Our insurance does not cover bouncy castles and inflatables. These may be brought onto the premises with our prior consent subject to the following:

- (a) you are able to provide evidence with your booking that your chosen bouncy castle or inflatable provider holds public liability insurance cover of £10M for both the equipment and the activities, and
- (b) their policy includes "indemnity to hirer", i.e. us and you.

### **30. Sale and supply of alcohol**

Please see our separate policy on the sale and supply of alcohol.

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