

AMY BLACK COMMUNITY CENTRE

Standard Conditions of Hire

These standard conditions apply to all hiring of The Amy Black Community Centre. If the hirer is in any doubt as to the meaning of the following, the hall secretary or booking secretary should immediately be consulted.

1. Hirer

The Hirer must be 21 years and hereby accepts responsibility for compliance with the hiring agreement and standard conditions.

2. Supervision

The hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and contents: their care, safety from damage however slight or change of any sort: and 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 the Community Centre 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 the loss of contents.

3. Use of Premises

The Hirer shall not use the premises for any one purpose other than that described in the Hiring Agreement and shall not sub-hire 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 same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol without written permission.

4. Gambling, 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.

5. Licences

The Hirer shall ensure that the Community Centre holds a Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio and television or by performers in person. If other licences are required in respect of any activity in the Community Centre the Hirer should ensure that they hold the relevant licence or the Community Centre holds it.

6. Public Safety Compliance

The hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licencing Authority 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.

a) The Hirer acknowledges that they have received instructions in the following matters:

- The action to be taken in the event of a fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. (Including diagram of location when handing over keys)
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings
- Appreciation of the importance of any fire doors and the closing of all fire doors at the time of a fire.

b) In advance of an entertainment or play the Hirer shall check the following items:

- That all exits are unlocked and panic bolts are in good working order
- That all escape routes are free of obstruction and can be safely used
- That any fire doors are not wedged open
- That exit signs are illuminated
- That there are no obvious fire hazards on the premises

7. Means of Escape

- a) All means of exit from the premises must be kept free of obstruction and immediately available for public exit
- b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole time that the premises is occupied (if not operated by an automatic mains failure switching device)

8. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the Management Committee.

9. Health & 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.

10. Smoking

The Amy Black Community Centre is a no smoking area; the Hirer is responsible for ensuring strict compliance by all visitors to the Centre.

11. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the Hirer must use it in the interest of public safety.

12. Indemnity

The Hirer shall indemnify each member of the Amy Black Community Centre Management Committee and the Community Centre's employees, volunteers, agents and invites against:

- a) The Cost of repair and damage done to any part of the premises including the curtilage thereof of the contents of the premises.
- b) All claims, losses, damages and costs 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
- c) All claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the hirer.

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

13. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Amy Black Management Committee as soon as possible and complete the relevant section in the Community Centre's accident book. Any failure of equipment belonging to the Community Centre or brought in by the Hirer must be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Local Authority. The Community Centre Secretary will give assistance in completing this form. This in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

14. 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.

15.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. The thermostat on the centres heating system must be set at 15 degrees when leaving the building.

16.Housekeeping

The Hirer shall ensure that any pots or crockery used shall be cleaned, dried and put away. All surfaces used must be cleaned down; any spills shall be cleaned. Any equipment such the microwave shall be cleaned after use. All tables must be wiped down. Any Spillages to the carpet or upholstery must be cleaned. Cleaning equipment and supplies are available in the kitchen. No hazardous items shall be left within the centre: including, pins, needles, blades. Please check the floor before leaving the building and vacuum the main hall to an acceptable standard unless otherwise arranged with the chairperson. Upon leaving the building the hirer shall ensure that all sockets and lights are turned off and the centre is left is a good clean condition. All tables and chairs should be returned to the positions they were in upon entering the centre unless otherwise arranged.

17.Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its 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. No illegal drugs may be brought onto the premises.

18.Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than with the agreement of the Management Committee. No animals whatsoever are to enter the kitchen area at any time.

19. Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight or vulnerable adults are taking part in activities). The Hirer shall provide The Amy Black Community Centre Management Committee with a copy of their Child Protection Policy on request.

20. Fly Posting

The Hirer shall not carry out or permit fly posting or any form of unauthorised advertisements for any event taking place on the premises, and shall indemnify and keep indemnified each member of The Amy Black Community Centre 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.

21. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any codes 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 are based only on Manufacturer's Recommended Retail Prices.

22. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Amy Black Community Centre is unable to conclude a replacement booking, the question of payment or repayment of the fee shall be at the discretion of the Management Committee. 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:
 - Such hiring will lead to a breach of legal or statutory requirements, or,
 - 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 the 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 paid, but the Community Centre shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

23. 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 position properly replaced, otherwise the Community Centre shall be at liberty to make an additional charge.

24. 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 licencing conditions for the premises.

25. Stored Equipment

The Community Centre accepts no responsibility for any stored equipment or other property brought onto or left at the premises, and all liability for loss 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.

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

- a) In respect of stored equipment, failure by the Hirer either to pay storage charges due and payable or to remove same within 7 days after the agreed storage period has ended
- b) In respect of any other property brought onto the premises for the purposes of the hiring, failure by the hirer to remove the same within 7 days after the hiring the committee may dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs included in storing and selling or otherwise disposing of the same.

26.No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles to be attached in any way to the premises without the prior written approval of the Centre Secretary. 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 Centre or, if any damage caused to the premises by such removal.

27.No Rights

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