

Angmering Community Centre

Standard Conditions of Hire

These standard conditions apply to the hiring of the Association's premises. If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary or other relevant person should immediately be consulted

1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of 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:-

- supervision of the premises, the fabric and the contents;
- their care, safety from damage however slight or change of any sort – to include not defacing walls with sellotape, posters or decorations;
- 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;
- drawing to the attention of the public that smoking is not permitted anywhere in the building.

As directed by the Association, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or the fixtures, fittings or contents and for loss of contents.

3. Use of Premises

3.1 The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-let or use the premises or allow the premises to be used for any unlawful 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.

3.2 Services provided include lighting and heating, tables and seating. We reserve the right to make a charge for other facilities –e.g. bowls mats; table tennis equipment; projectors; laptops; piano; CD Player; DVD Player. All rooms must be left clean and tidy **and furniture left as found**. Furniture in the Central Display area must not be moved; this is a permanent set up.

4. 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.

5. Licensable Activities

The Association holds a Performing Rights Society Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. The playing of

recorded music also requires a **PPL Licence** and the Association Licence only covers Birthdays and Weddings. Other hirers are responsible for getting their own licence. Forms are available in the Office. If any other licences are required in respect of any activity in the premises, the Hirer should ensure that they hold the relevant licence or the Association holds it.

6. 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 Centre'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 hirer shall also comply with the Association's Health and Safety Policy.

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

- The action to be taken in the event of fire. This includes calling the Fire Service and evacuating the building.
- The location and use of fire equipment. (A diagram of location will be issued.)
- 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 of closing 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 fire exits are unlocked and panic bolts 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 is no obvious fire hazard on the premises.
- That all those attending are informed of fire exits and escape routes.

7. Means of Escape

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

8. Outbreaks of Fire

The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Manager of the Centre who will inform the Secretary of the Association.

9. 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.

10. Electrical Appliances 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 and any subsequent legislation. Where a residential circuit breaker is provided the hirer **must** make use of it in the interests of public safety. (Circuit breakers available from the Office.) Equipment must show that it has gone through an annual Portable Appliance Test (PAT testing).

11. 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 Association, its 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 Association, 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 Association's Management Committee and the Association's employees, volunteers, agents and invitees against such liabilities.

b) The Association shall take out adequate insurance to insure the liabilities described in sub-clause (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 Association shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Management Committee and the Association'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 Association 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 Association's authorised representative. Failure to produce such policy and evidence of cover will render the hiring void and enable the Association to rehire the premises to another hirer.

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

12. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the Association's Authorised

Representative (named in the Hiring Agreement) or, failing that, to a member of the Association's Management Committee **as soon as possible** and complete the relevant section in the Association's accident book. Any failure of equipment belonging to the Association or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury must be reported. The authorised representative will give assistance in making this report. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

13. 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 Association. No decorations are to be put up near light fittings or heaters.

14. 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 Association. Portable Liquefied Propane gas (LPG) heating appliances shall not be used.

15. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours and to 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 immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18.

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.

16. Animals

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

17 Compliance with the Children Act 1989 and subsequent legislation. Including work with Vulnerable Adults

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

18. Maximum Capacity (Advice to be taken)

The Main Hall has a maximum capacity of	200 Seated
	160 Seated at Tables
	100 Dancing

Meeting Room One has a maximum capacity of 40

Meeting Room Two has a maximum capacity of 30

On no account shall these figures be exceeded.

19. Dangerous and Unsuitable Performances

Performances involving danger to the public or of a sexually explicit nature shall not be given. Members of the Management Committee, the authorised representative and emergency services shall have the right to enter and inspect without hindrance at all times.

20. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorized advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Association'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.

21. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with the relevant Consumer protection 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 Manufacturer's Recommended Retail Prices.

22. Film Shows

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.

23. Deposits and Cancellations

a) For Casual Bookings:

A Refundable **Damage Deposit of £50.00** is required from the Hirer to confirm the booking (£100.00 for 18th Birthday Parties and Wedding Receptions). If any damage is caused or extra cleaning is required, the cost will be taken from this deposit; otherwise it will be returned in full.

A **25% deposit of the hiring fee** will be paid at the time of booking; the balance to be paid two weeks before the event.

In the event of **cancellation** of the booking by the Hirer with **less than 8 weeks' notice** before the date of the event, **no deposit money will be returned**; for **more than 8 weeks, 50%** of the deposit will be **retained**.

b) For Regular Bookings:

A minimum of two weeks' notice of cancellation must be given. Otherwise hirers will be invoiced in full. In the event of bad weather, if the Centre is open and staffed, the above cancellation rule applies.

The question of the repayment or the non-repayment of the fee shall be at the discretion of the Association and may be dependant upon concluding a replacement booking.

The Association reserves the right to cancel any 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 Association reasonably considering that
 - such hiring will lead to a breach of licensing conditions, if applicable, or other 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 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 Association shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

24. End of Hire

The Hirer shall be responsible for:

- a) leaving the premises and surrounding area in a clean and tidy condition;
- b) any contents temporarily removed from their usual positions properly replaced;
- c) closing any windows opened; switching off lights.
- d) all rubbish must be removed from the premises by the end of the hire period;
- e) the Centre must be cleared of visitors by the time specified in the Hire Agreement.

Hirers must therefore ensure that they have booked sufficient time to allow for clearing up at the end of their hire period, otherwise the Association shall be at liberty to make an additional charge.

25. 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.

26. Stored Equipment

The Association accepts no responsibility for any stored equipment or other property brought onto or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and 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 Association 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 seven days after the agreed storage period has ended;
- b) failure by the Hirer to dispose of any property brought onto the premises for the purposes of the hiring.

This may result in the Association 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.

27. No Alterations

No alterations or additions may be made to the premises nor may fixtures 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 Authorized representative. The Hirer must remove all such articles at the end of the hiring unless otherwise agreed with the Association. Any unauthorised articles left on the premises will be disposed of by the Association as it thinks fit. The Hirer will make good to the satisfaction of the Association any damage caused by such installation and removal.

28. No Rights

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

Agreed by the Management Committee

February 2010