

TERMS AND STANDARD CONDITIONS FOR ALL HIRERS

Definitions

For the purposes of this agreement and the conditions of hire, the term “Hirer” shall mean an individual hirer or, where the “Hirer” is an organisation that organisation. “Premises” means those parts of the Centre stated on the Booking Form being those subject to this hire agreement. “Booking” means the contract between the Hirer and Redhouse Community Centre Management Group as detailed and on the terms of this agreement (“the Booking Form” of which these conditions form part). “Period” means the time or times reserved under these conditions and “the Function” means that described and authorised by the Booking. If the Hirer is in any doubt as to the meaning of any of the following, the Administrator should be immediately consulted.

1 Hiring agreement

In consideration of the Hire Fee detailed on the online booking website, Redhouse Community Centre Management Group agrees to permit the Hirer to use the premises for the function and for the period(s) described on the website.

2 Payment and Damage

“One Off” Hiring

The Hire Fee will be payable in full not less than 14 days before the function date. As directed by the Administrator, 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. Cheques should be made out to Redhouse Community Centre. A £25 deposit is required for any booking; this will be refunded afterwards if all terms of the hirer’s agreement are adhered to.

Regular Hiring

Invoices for regular bookings are issued monthly in arrears and the Hirer is required to pay in full within 28 days of receipt of the invoice. 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.

Bank Holidays

If the date of the hire falls on a bank holiday a premium will be charged to cover the cost of centre staff being in attendance. There will be no provision made for access solely by the hirer. Should there be no staff available then the centre will not open. Notice of at least 6 weeks should be given to the Administrator when it is known that a regular hiring falls on a bank holiday and the Hirer wishes to run on that day.

Regular Hire Cancellations

Where it is known that a regular event cannot take place and the event is cancelled. Notice should be given to the administrator at least 7 days prior to the event to avoid charges. Term Time only hire should be made clear at time of acceptance of terms and conditions.

3 Finish Times

All functions held between Monday and Thursday inclusive must end by 10:00pm and the premises, including the car park, vacated by 10:30pm. All functions on Friday and Saturday must end by 9:00pm and the premises, including the car park, vacated by 9:30pm.

4 Alcohol

If the Hirer wishes to serve alcoholic drinks in the Centre, then a licence may be required and must be agreed by the Centre Management Group before being obtained from Swindon Borough Council. A copy must be provided to the Administrator. No alcohol will be permitted without agreement from the Centre Management Group.

5 Permitted Number

The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers as set out below:

Main Function Room – 90

Pre School Hall – 65

Whole Centre - £155

6 Miscellaneous Provisions

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

7 Age

The Hirer confirms that he or she is not a person under 18 years of age and hereby accepts responsibility for being in charge of and present on the premises at all times when the public are present and for ensuring that all terms and conditions of this Agreement are complied with. Where the Hirer is an organisation then the Hirer agrees to nominate a person to be responsible as required under this clause and to inform the Administrator who such person is prior to the event.

8 Supervision

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

- Supervision and care of the premises including the fabric and the contents;
- Keeping safe the same from damage however slight; and 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.
- All children must be under the supervision of a parent / carer / room hirer at all times.
- Children must be accompanied in the kitchens at all times in the interest of health and safety.

9 Use of premises

The Hirer shall not use the premises 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 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 except as detailed in Clause 4. Please note that your booking is for the selected room only with associated use of the kitchen and toilets. Do not set up furniture or any other equipment in the foyer in the interest of health and safety for all users. **Any booking that exceeds the allocated time slot by 15 minutes or more will be charged for.**

10 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.

11 Licensable activities

The Centre holds a Performing Right 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 Hirer will ensure that any other licences required for the Hirer's Function shall be obtained prior to the start of the Function and that the Administrator is provided with a copy of such licence.

12 Public safety compliance

The Hirer shall comply with all conditions, regulations and policies made in respect of the premises as set out in the Hall Hirers' Information Pack which is located in the Reception, 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 acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location of fire equipment.
- 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.

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 are no obvious fire hazards on the premises.

The Hirer shall sign the safety checklist to confirm that such checks have been undertaken.

The Hirer agrees not to permit, and where necessary remove, unsupervised under 16's and not to allow any under fives in the kitchen area.

Means of escape

The Hirer agrees:

- To keep all means of exit from the premises free from obstruction and immediately available for instant free public exit;
- That he will keep the emergency lighting supply illuminating all exit signs and routes turned on during the whole of the time the Premises are occupied for the Function.

Outbreaks of fire

- The Hirer agrees to call the Fire Brigade to any outbreak of fire, however slight, and to evacuate the building immediately and not to re-enter until permission is given by the Fire Officer in charge. Details of any fire or emergency call shall be recorded in the file in the Hall Hirers' Information Pack located in the Reception.

Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations and where necessary provide properly qualified personnel to prepare/serve food. 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 for general use.

Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises whether in use or not shall be safe, in good working order, and if used shall be done so in a safe manner. This includes ensuring any legally required Portable Appliance Testing is undertaken.

13 Insurance and Indemnity

The Hirer shall be liable for:

(a) 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, all claims, losses, damages and costs made against or incurred by the Management Group, 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 all claims, losses, damages and costs made against or incurred by the Management Group, its 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 Management Group and its employees, volunteers, agents and invitees against such liabilities.

(b) The Management Group confirms that it has insurance to insure the liabilities described in sub-clause (a) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clause (a) above. The Management Group may in its sole discretion claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each of the

Management Group and its employees, volunteers, agents and invitees against (i) any insurance excess incurred and (ii) the difference between the amount of the liability and the monies received under the insurance policy.

(a) Where the Centre does not insure the liabilities described in sub-clauses (a) and above, the Hirer agrees to take out adequate insurance to insure such liability and shall produce the policy and current receipt or other evidence of cover to the Administrator prior to commencement of the function. In the event of non production by the Hirer (or other suitable evidence of cover) the booking shall be voidable at the insistence of the Administrator (without return of any deposit paid) who may in such circumstances let the Premises to another Hirer.

All users of the Centre are advised they are expected to take responsibility for their own and their charges' safety when on Hall premises. It is assumed that use of the Hall premises by hiring groups indicates that organisers consider it to be safe to do so.

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

14 Inclement weather

The Management Group will endeavour to clear a pedestrian path from the pavement to the main access door and to maintain this path clear of ice and snow, however, as no full time staff are employed this may not always be possible. The car park will not be cleared and use will be at drivers' own risk.

15 Accidents and dangerous occurrences

The Hirer must report to the Administrator all accidents involving injury **as soon as reasonably possible** and record details in the Hall Hirers' Information Pack located in the Reception. Any failure of equipment belonging to the Centre or brought in by the Hirer must also be reported **as soon as possible**.

16 Explosives and flammable substances

The Hirer shall 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 the consent of the Management Group. 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 without the written prior consent of the Clerk. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used in any event.

18 Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall agree to take all reasonable steps to ensure that there is no excessive consumption of alcohol. The Hirer will take all reasonable steps to prevent (and if necessary deal with any) drunk and disorderly behaviour whether on the premises or in its immediate vicinity. Alcohol will not be served to any person suspected of being drunk or 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. The Hirer will take all reasonable steps to ensure that illegal drugs are not brought onto the premises, nor consumed in the vicinity.

19 Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, unless agreed to in advance by the Management Group. No animals whatsoever are to enter the kitchen at any time.

20 Child Protection

The Hirer shall ensure that all measures are taken to protect children. Where appropriate and required by law the hirer shall provide the Administrator with a copy of their CRB check and Child Protection Policy on request.

21 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.

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 agree to have any necessary copyright licences for film or other media.

23 Internet

The Hirer shall take reasonable steps to ensure that computer users do not view any inappropriate websites and children should be suitably supervised.

24 Cancellation by Redhouse Community Centre

The Management Group reserves the right to cancel this booking 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 Management Group 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 the Function

(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 Management Group shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

25 End of hire

The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition. Chairs and Tables should be cleared away and stacked in the trolleys provided and the area swept, a dustpan and brush and broom is kept in the kitchen for your use. All rubbish should be removed and taken away from the site. Ensure before leaving the building the Caretaker is made aware that the hire has finished to allow them to make the building secure. Any contents temporarily removed from their usual positions should be properly replaced. Breach of this term shall entitle the Management Group to charge for the costs of doing so.

26 Noise

The Hirer shall take reasonable steps to ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. To minimise noise impact on neighbouring properties where possible the Hirer shall ensure that the fire doors are kept closed during events.

In the main hall, ALL music and microphone equipment will go through our noise limiter (NLX™ v2.2). This includes DJ equipment, please make sure they are aware of this. This ensures that the sound levels are in line with regulations.

27 Stored equipment

The Management Group 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. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or a reasonable fee may be charged at the discretion of the Administration for each day or part of a day at the Hire Fee per hiring until the same is removed.

The Administration may use their discretion to dispose 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) 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.

28 No alterations

No alterations or additions may be made to the Premises nor may any 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 Administrator. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Administrator remain in the premises at the end of the hiring and become the property of the Management Group. The hirer agrees to make good to the satisfaction of the Administrator any damage done by any fixture or its removal.

29 No rights

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

30 Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be permitted.

31 Enquiries and Complaints

Any enquiries or complaints should initially be made to the Administrator, however if any complaints remain unresolved they should be brought to the attention of the Chair of the Management Group in writing.