

Fishburn Youth & Community Centre

Standard Terms and Conditions of Hire

Hire Agreements of Fishburn Youth & Community Centre are subject to these Standard Terms and Conditions of Hire and any Special Conditions of Hire arising from the purpose of hire. This agreement is formed between the Hirer & Management Committee of Fishburn Youth & Community Centre (FYCC). When the hirer is in any doubt as to the meaning of the following an official committee member should be consulted.

Exclusions from Conditions.

No exclusion of any term or condition can apply unless specifically granted in writing by the Management Committee.

1 Understanding the Community Centre Hiring Conditions

The Hirer will ensure that their assistants understand the Community Centre hiring conditions. The hirer is responsible for the Health and Safety of their guests.

2. Statement of purpose and supervision of hire

The Hirer has entered a clear and unambiguous statement of the purpose of hire on the booking form before signing or provided any clarification necessary as an additional statement in writing. The Hirer undertakes to appoint a sufficient number of competent persons, aged 18 or over, to provide adequate supervision throughout the hiring by to ensure the provisions and stipulations referred to in the Community Centre Conditions and any applicable licenses are complied with. The hirer accepts responsibility for being in charge off and on the premises at all times when the public are present and for ensuring that all conditions under this agreement relating to supervision and management are met.

3. The Hirer is responsible during the whole period of hire for making sure that :

- a) the number of people using each room is not more than that permitted for each room.
- b) use of premises namely the building, its fabric and contents, its access, and surrounding land, is fully supervised to keep those premises safe from damage or change of any sort.
- c) a fully charged mobile phone is available for use in an emergency.
- d) the purpose and conduct of the hire does not disrupt the use of any room hired by others
- e) behaviour of all persons, whatever their capacity, using the premises, remains under control
- f) car parking arrangements are controlled to avoid obstruction of the highway or access road
- g) no excessive noise occurs during the hire
- h) a minimum of noise is made by any person on arrival or departure particularly late at night or early morning
- i) any electrical appliances brought onto the premises for use shall be certified safe and in good working order, and used in a safe manner, using residual current circuit breakers where appropriate.
- j) the front doors remain unlocked but kept closed for the duration of the event

4. The Hirer is responsible during the whole period of hire for making sure that:

- a) the premises are not sub- hired or use for any purpose other than that described in the hire agreement
- b) the premises are not used by the hirer or anyone else for any unlawful purpose or in any unlawful way
- c) no birds or animals, except guide dogs, are brought in the building, without written permission of the Management Committee
- d) no animals whatsoever enter the kitchen at any time
- e) nothing that may endanger the premises is allowed to be brought onto the premises
- f) no action is allowed that may render any insurance cover for the premises invalid

- g) NO DRUGS are allowed on the premises and there is NO SMOKING in the building
- h) No L P Gas appliances or highly flammable substances are brought onto the premises

5. The Hirer is responsible at the end of the hire for making sure that :

- a) everything is left clean and tidy with rubbish bagged and left for staff to remove.
- b) all equipment, chairs and tables have been returned to storage positions
- c) the premises are cleared of people, all lights switched off.
- d) all doors and windows locked securely.
- e) that the premises is vacated at the time stated on the booking form.

6. Authority to supply alcohol or to provide public entertainment

Alcohol may only be consumed on the premises when purchased from the bar provided by the management committee unless prior written agreement has been sought.

Performance of entertainment for the public should be discussed with an Official Committee Member.

The management committee may require that the Hirer shall obtain a Temporary Event License at their own expense, but no Hirer may seek such a license without the consent of the management committee.

7. Compliance with The Children Act of 1989 & General Safeguarding of Children.

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 relevant succeeding legislation.

Any activity for all children must be operated in accordance with guidelines available for relevant activities, and ensure that only fit and proper persons have access to the children.

The Hirer of the hall shall provide the management committee with a copy of their CRB Disclosure and child protection policy on request.

Any issues related to the safety of children under the age of 16 yrs and brought to the attention of management committee will be reported to the police.

Children under the age of 18 must be supervised by a responsible adult whilst attending a private function.

8. Compliance with other relevant legislation:

The Hirer must not contravene the law relating to gaming, betting, and lotteries

Must comply with all conditions and regulations required by the Premises Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment.

Must observe all relevant food health and hygiene legislation and regulations if preparing, serving or selling food.

Must not contravene the Copyright Act

9. Indemnity from the Hirer

The Hirer shall indemnify and keep indemnified each trustee of the Management Committee and their employees, volunteers, agents and invitees against: -

(a) the cost of repair of any damage done to any part of the premises including the contents of the premises, and

(b) all actions, claims, and costs of proceedings arising from any breach of the Community Centre's Hiring Conditions.

(c) all claims in respect of damages, including damage for 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.

As directed by management committee, 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.

10. Insurance

A Commercial Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire, and on demand shall produce the policy and current receipt or other evidence of cover to the management committee.

Failure to produce such policy and evidence of cover will render the hiring void and enable management committee to re-hire the premises to another hirer.

11. Dangerous Occurrences

The Hirer must report all Accidents and Dangerous Occurrences initially to the Key Holder.

The Hirer must report all accidents involving injury to the public to the management committee as soon as possible, and complete the relevant section in the Community Centre's Accident Book.

Any failure of equipment, either that belonging to the Community Centre, or brought in by the Hirer must also be reported as soon as possible.

In accordance with the 'Reporting of Injuries, Diseases and Dangerous Occurrences Regulation' 1995, certain types of accident or injury must be reported on a special form to the local authority. The management committee will give assistance in completing this form on request.

12. 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, the Community Centre's Fire Risk Assessment and the Community Centre's Health and Safety Policy 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 on the following :

Action to be taken in the event of fire, calling the fire brigade and evacuating the Community Centre

Location and use of equipment

Fire escape routes and the need to keep them clear

Methods of operating escape doors.

The importance of fire doors and of closing all fire doors at the time of a fire.

Information regarding Alcohol Licensing Objectives

13. Stored equipment

The management committee 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 other property, other than that stored on the premises by written agreement, must be removed at the end of each hiring or storage period.

The management committee may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

Electrical Equipment

The management committee are responsible for the regular testing of electrical appliances belonging to the Community Centre, the hirer is responsible for ensuring that any electrical appliances that are brought by them into the hall are safe and used in a safe manner.

14. Alterations

No alterations or additions may be made to the premises, and no fixtures are to be installed (or placards, decorations, or other articles be attached) in any way to any part of the premises without the prior written approval by the management committee.

Any alteration, fixture or fitting, or attachment, so approved shall, at the discretion of the caretaker / key holder, remain in the premises at the end of the hiring and become the property of the Community Centre or, be removed by the Hirer. The Hirer must make good to the satisfaction of the caretaker / key holder, damage caused to the premises by such removal.

15. Continuing hires

Once a regular weekly / monthly / annual hire, has signed a hire agreement subsequent use of the same facilities for the same purpose will be deemed to be governed by that hire agreement.

The management committee reserves the right to give notice that specific hire dates otherwise considered booked will not be available in order to accommodate special requirements of other hirers from time to time.

The Hirer may give notice that no hire is required for specific dates within the continuance. All notices to be in writing at least 3 weeks in advance.

16. Cancellation by the Hirer

If the Hirer cancels the booking before the date of the event and the committee are unable to

conclude a replacement booking, the Management Committee, at its discretion, require a further payment of hire fees or withhold part of the special deposits and hire charge already paid.

17. Cancellation by the Management Committee

The Management Committee reserves the right to cancel a hiring by written notice to the Hirer in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum or, the management committee reasonably considers that:

- a) such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- b) unlawful or unsuitable activities may take place at the premises as a result of the hiring, or
- c) the premises have become unfit for the use intended by the Hirer

In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but management committee shall not be liable for any resulting direct or indirect loss or damages whatsoever.

18. Restriction of benefit of the hire agreement

None of the provisions of the hire 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 Hire Agreement.

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