

Garway Community Hub Terms and Conditions of Hire.

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Introduction:

1. This document sets out the terms and conditions which apply to the hiring of **Garway Community Hub**

Definitions and terms

2. The following definitions are used in this document:

2.1. "Committee" means the management committee of the **Garway Community Hub**

2.2. "Committee member" means a member of the committee

2.3. "Bookings secretary" means the committee member authorised on behalf of the Trustees to enter a contract with a person who wishes to hire **Garway Community Hub**

2.4. "Building" means the main hall, and includes all separate hireable rooms, including, toilets, lobby, porch, cupboards, paths, the surrounding land within the car park and premises curtilage

2.5. "Hirer" means the person or organisation hiring the building, his or her representative or agent or anyone acting under the hirer's instruction.

2.6. "Agreement" means the hire agreement entered into under the terms and conditions of this document

2.7 "Regular Users discounts": 5 or more functions per annum who book in advance in 1 calendar year

Contract details

3. If the hirer has any questions concerning this agreement please contact the booking secretary: Mrs Hilary Keenan 01600 750243 regarding booking through hall master or of other hirer issues.

4. The hirer, not being a person under 18 years of age, agrees and accepts full and impartial responsibility for ensuring that the conditions of this agreement are met. The hirer shall, during the period of hiring, be responsible for supervision of the area of hire, the fabric and the contents, their care, safety from damage and the behaviour of all persons using the premises as part of their hire. This includes the proper supervision of car parking arrangements so as to avoid obstruction of the access road to the premises and the public highway.

5. The hirer shall be responsible for payment of the agreed hiring fee as set out in the booking schedule.

6. The hirer accepts that a committee member or members may be present (or its authorised representative, if appropriate) during the hiring to ensure full compliance with the terms and conditions of this Hire Agreement.

7. It is hereby agreed that these Conditions of Hire together with any additional conditions imposed under the Premises Licence shall form part of the terms of the Agreement unless specifically excluded by agreement in writing between the committee and the hirer and written confirmation received within 24 hours prior to the time of hire.

Use of premises.

8 All licensable activities can only be held during the periods specified on premises licence, which is displayed at the centre, any issues arising from this prior to booking, contact the booking secretary.

8.1 The hirer shall not use the premises for any purpose other than that described in the 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 it or render invalid any insurance policies in respect thereof.

8.2 The Trustees reserves the right to request the hirer to produce a detailed risk assessment of the hirers activity, highlighting any potential risk to persons present and to the premises which has a potential to arise from their hire of the venue, and to provide written evidence how any risk whatsoever is mitigated against.

9. No rental/lending/borrowing of furniture, crockery, cutlery, glasses or any other removable items from the premises is permitted.

Hire fees.

10 All hire fees are charged by the complete hour for the hour these are scheduled on the separate booking form.

10.1 Hire fees are revised every December and fixed for the following year

10.2 The committee reserves the right to take deposits on all bookings, but can be reviewed with regular user groups (5 or more per functions annum whom book in advance in calendar year)

10.3 The committee reserves the right to charge an additional cleaning fee from a deposit if required.

10.4 The committee reserves the right to use the deposit to pay for damaged goods as a result of the hire

10.5 The committee reserves the right to charge deposits based on the type of hire.

10.6 Cleaning charges can be negotiated prior to hire if so required.

Use of equipment supplied.

11 The hirer is responsible to place out all equipment from store for their use, and to return the equipment back to its original place of storage as it was first found

Maximum capacity of the building.

12. The maximum permitted number of people in the premises (including organisers/performers staff and audience) is 200 maximum at any one time TBC BY FIRE OFFICER

Use of the kitchen.

13. Use of the kitchen shall be carried out only in compliance with the kitchen operating procedures, a copy of which can be found in the kitchen itself

14. The hirer shall, if preparing, serving or selling food, observe all relevant food 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.

15 All consumables required as part of a culinary event will have to be removed off site at the end of the hire period, for disposal or re use.

16 All cutlery, crockery, cooking utensils and electrical goods at the end of the hire period must be fully cleaned and dried and return to its place of storage.

17 The hire will ensure that after the end of the hire period that all products, rubbish, by products, and waste will be the sole responsibility of the hirer to dispose of offsite.

On site disposal will be charge at a fixed cost of £2 per black bag, if previously agreed as part of the application

18 After the end of the hire period the hire, will wash all work surfaces and floors (products supplied in the cleaner's cupboard), ensuring a high level of cleanliness.

Cleaning services can be offered at an hourly rate of £14 per.

19 No child under the age of 16 shall be permitted in the kitchen area unless they are volunteers or employed as waiters/waitresses.

Hire of the bar area for the sale of alcohol.

20 This is only permitted when the separate "application for a licensed bar for an event at Garway Community Hub". Has been signed and approved and accompanying fees paid at the time of booking.

Film shows.

21. Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers will ensure that they have the appropriate copyright licences for film. The Trustees accepts no responsibility for any copy right infringement by a 3rd party.

Public safety and fire precautions.

22. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, 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. The hirer shall also comply with the premises health and safety policy available on this web site as a supplementary document.

The hirer acknowledges a clear understand the following emergency procedures, which will be displayed throughout the building, and understands the following:

23.0. That there is no obvious fire hazard on the premises

23.1. Identify fire escape routes and fire equipment with the need to keep all fire exits clear.

23.2. That fire exit signs are illuminated.

23.3. In the event of a fire the building must be immediately evacuated and the fire brigade requested, and to ensure all staff and users are accounted for and out of the building.

23.4. Appreciation of the importance of closing all doors at the time of fire.

23.5. Details of an incident must be recorded and submitted in writing to the secretary of the Trustees, as soon practicable after the event.

Electrical appliance safety.

24. The hirer shall ensure that any electrical appliances brought by them on to the premises and used for the purpose of their event, shall ensure the equipment has an in-date **PAT TEST certificate**, and to ensure it is in a good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

Explosives and flammable substances, the hirer shall ensure that.

25. Highly flammable substances are not brought into, or used in any part of the premises **AT ANY TIME**

25.1. No internal decorations of a combustible nature (e.g. Polystyrene, cotton wool, paper) shall be erected

Heating.

26 The hirer shall ensure that no portable heating appliances shall be used on the premises what so ever.

Insurance and indemnity.

27. The committee shall take out adequate insurance to insure against as many of the liabilities as is practicable. Where appropriate the Trustees may in its discretion make a claim on its insurance for any liability of the hirer included in this section but the hirer shall indemnify and keep indemnified each member of the Trustees and the Trustees 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.

27.1. All claims, losses, damages and costs made against or incurred by the Trustees, 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.

27.2. All claims, losses, damages and costs made against or incurred by the Trustees, 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, the hirer shall indemnify and keep indemnified accordingly each member of the Trustees and the building's employees, volunteers, agents and invitees against such liabilities.

Where the Trustees does not insure the liabilities described above.

27.3. When the Trustees considers it appropriate that an event's organiser, that 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 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.

Accidents and incidents. The hirer shall be liable for.

27.4 The cost of repair of any damage (including accidentally and maliciously) done to any part of the building including the curtilage including fixed /movable assets of the building.

27.5 The replacement of any damaged to furniture and soft furnishings accidentally or otherwise.

27.6 The repair /replacement of any electrical item damaged accidentally or otherwise, hired or supplied as part of the hire agreement.

27.7. The hirer must report all accidents involving injury to the public to the booking secretary or a Trustees as soon as possible and complete the relevant section in the building's accident/incident book. Any failure of equipment belonging to the premises or brought in by the hirer must also be reported as soon as possible. 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. This is in accordance with the Reporting of Injuries, Diseases and Dangerous

Occurrences **Regulations 1995 (RIDDOR)**. The Incident Contact Centre can be contacted in any of the following ways:

Telephone 0845 3009923

Facsimile 08453009924

Webside www.riddor.gov.uk

or via HSE website www.hse.gov.uk

Post Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

Drunk and disorderly behaviour and use and supply of illegal drugs.

28. No alcohol may be consumed on the premise without prior written consent, the hirer shall ensure that in order to avoid disturbing neighbours to the premises and avoid antisocial or criminal behaviour. Drunk and disorderly behaviour shall not be permitted either in the building or in its immediate vicinity. Alcohol, can only be sold on the premise as part of an agreed licence bar event and application agreed and paid in full.

Animals.

29. The hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, **no animals whatsoever** are to enter the kitchen at any time.

Compliance with the Children Act 1989.

30. The hirer shall ensure that any activity for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks and comply with ISA requirements have access to the children. Checks may also apply where children over the age of eight and vulnerable adults are taking part in activities. The hirer shall provide the management committee with a copy of their CRB check and Child Protection Policy on request.

Advertising, Fly posting, Fixings to walls.

31 No poster, picture, material, pin, spike nail or screw will be permitted to be fixed to any internal or external walls without due written consent from the Trustees.

32. The hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises.

33. Advertisements can only be advertised on specific public notice boards, and will be time limited.

Sale of goods.

34. 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. 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 Manufacturers' Recommended Retail Prices.

Gaming, betting and lotteries.

35. 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.

Cancellation.

36 **The Trustees reserves the right to stop/cancel this agreement if any reckless breaches of this hire agreement have been will fully flouted immediately without written notice, without a refund**

36.1. If the hirer wishes to cancel the booking before the date of the event and the booking secretary is unable to conclude a replacement booking, the question of the payment or repayment of the fee shall be at the discretion of the Trustees.

The committee reserves the right to cancel a hiring by written notice to the hirer in the event of

37.0. The premises being required for use as a Polling Station for a Parliamentary of Local Government election or by-election.

37.1. The committee reasonably considering that: (a) such hiring will lead to a breach of licensing conditions, if applicable or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring.

37.2 The premises becoming unfit for the use intended by the hirer.

37.3. 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.

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

End of hire.

38. 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 positions properly replaced, otherwise the Trustees shall be at liberty to make an additional charge.

39 The hirer must ensure a level of cleanliness of all areas hired by them, sweep all floor surfaces and wipe down work surfaces where required.

40 Return to dedicated storage areas all equipment in a safe and tidy condition e.g., chairs, tables Stage etc used as part of the hire.

41 Re fix all soft furnishings, Curtains etc.

42 Report any damage to the booking clerk, whatsoever accidental or not by 10 pm the following day after hire.

Noise.

43. The hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

Storage of equipment.

44. The Trustees accepts 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.

44.1 The Trustees may, use its discretion in any of the following circumstances:

44.2. Failure by the hirer 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.

44.3. Failure by the hirer to dispose of any property brought on to the premises for the purpose of the hiring. This may result in the Trustees 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.

No alterations.

45. 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 booking secretary.

46. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Trustees remain in the premises at the end of the hiring. It will become the property of the committee unless removed by the hirer who must make good to the satisfaction of the committee or if any damage is caused to the premises by such removal.

Dangerous and unsuitable performances.

47. Performances of a dangerous nature or of a sexually explicit content shall not permitted what so ever.

Smoking.

48 The hirer shall, and shall ensure that the hirer's invitees, 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.

No rights.

49 This agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer.