

## **Terms & Conditions of Hire**

1. **Definitions** - For the purposes of these terms and conditions:

- **The Hirer** shall mean an individual hirer or, where the hirer is an organisation, its authorised representative,
- **The Committee** shall mean the Parish Council Community Centre Committee of The George Moore Community Centre, Moore Road, Bourton-on-the-Water, Cheltenham, Gloucestershire, GL54 2AZ
- **The Hire Period** shall mean the period set out in the agreement confirming the booking signed by the Hirer and by the authorised representative of the Parish Council,
- **The Premises** shall mean those parts of the Community Centre being hired on the Booking Form and the communal areas within the property known as The George Moore Community Centre, Moore Road, Bourton-on-the-Water, Cheltenham, Gloucestershire, GL54 2AZ and its curtilage.

2. **The Hirer will**, during the Hire Period, be responsible for the supervision of the Premises, the fabric and the contents, their care, safety from damage however slight, or change of any sort and the behaviour of all persons using the Premises whatever their capacity, including proper fire safety management, the provision of additional fire risk assessments when appropriate, and the supervision of car-parking arrangements so as to avoid obstruction of the fire exits and the highway.

3. **The Hirer shall not** use the Premises for any purpose other than as described in the hire agreement and shall not sub-hire or use the Premises or allow their use 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 alcoholic liquor thereon without written permission. The Hirer and Hirer's invitees shall, comply with the prohibition of smoking in Public Places provisions of The Health Act 2006 and regulations made hereunder. Any person in breach of this provision will be asked to leave.

4. **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. Hirers should also ensure that they have the appropriate copyright licence for the viewing of television or film.

5. **The Hirer shall comply** with all the conditions and regulations made in respect of the Premises by the Fire Authority, the Local Authority, the Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

6. **The Hirer shall**, if preparing, serving or selling food observe all relevant food, health and hygiene legislation and regulations.

7. **The Hirer shall ensure**, before leaving the Premises at the end of the Hire Period, that any crockery/cutlery used is washed and put back into cupboards or placed into the dishwasher and a cleaning cycle started. If used, the Kitchen must be emptied, wiped down and left clean and ready for use. In the event of failure to observe this condition, the Committee reserves the right to impose an additional charge.

8. **The Hirer shall ensure** that any electrical **appliances** brought onto the Premises shall be PAT tested and be in good working order, the item/s complies with current legislation and is used in a safe manner.

9. **The Hirer shall indemnify the Committee** for the cost of repair or for any damage done to any part of the Premises, or to its contents which may occur during the Hire Period.

10. **If the Hirer wishes to cancel** the booking before the date of commencement of the Hire Period and the Committee is unable to conclude a replacement booking, the payment or the repayment of the fee shall be at the discretion of the Committee.

11. **The Hirer shall ensure** that no dogs, other than guide dogs, are brought onto the Premises.

12. **The Hirer shall be responsible** for setting up the room, with the exception of the projector screen which shall only be operated by the Committee or its staff, and for putting away any chairs/equipment before leaving the Premises, unless otherwise directed. The Hirer must ensure that the occupancy of the Windrush Room does not exceed **75 persons**, the occupancy of the Salmonsbury Room does not exceed **16 persons** and the occupancy of the Cafe does not exceed **25 persons**. Where the layout of the chairs, etc, is decided upon by the Hirer, full consideration shall be given to the provision of adequate means of escape via all designated exits.

13. **The Hirer shall ensure** that he is aware of the fire safety protective, preventative and escape measures provided for the Premises, a copy of which is attached to these terms and conditions. A full copy of the Fire Risk Assessment can be provided on request. Smoking and the use of Electronic Cigarettes are prohibited throughout the premises inside and out. The Hirer shall be responsible for the constant monitoring of any candles or tealights to be used once lit and for ensuring they are fully extinguished before leaving the room. The use of the following items are prohibited throughout the hire period: smoke machines, gas cylinders containing any flammable LPG including propane & butane, fireworks and Chinese Lanterns.

14. **The Hirer shall accept** full responsibility throughout the Hire Period for all the occupants of the Premises and for their ability to escape in the event of a fire. The Hirer is required to make all users familiar with the Fire Safety measures attached to these terms and conditions. Where large numbers of people are expected in the Premises, every Hirer is strongly recommended to undertake their own risk assessment, including the provision of adequate staff for the fire safety management and evacuation from the Premises of any disabled persons and/or those with limited mobility.

15. **At the end of the Hire Period**, the Hirer shall ensure that the Premises are left in a clean and tidy condition, that all waste and refuse accumulated during the Hire Period is removed and properly disposed, that any contents temporarily removed from their usual positions are properly replaced and that all Fire Doors are closed. The Hirer shall ensure that lights in the rooms are switched off and the room thermostat is reset to 15°C if this has been adjusted during the hire period. The Premises must be left properly locked and secured unless otherwise directed. In the event of failure to observe this condition, the Committee reserves the right to impose an additional charge.

16. **The Committee** reserves the right to cancel any hiring in the event of Hire Period being required for use as a polling station for a Parliamentary or Local Government election, in which case the Hirer shall be entitled to a refund of any deposit already paid.

17. **In the event of** the Hire Period or any part thereof being rendered unfit for the use for which it has been hired the Committee shall not be liable to the Hirer for any resulting loss or damage whatsoever.

18. **The Hirer shall ensure** that any activities for children under eight years of age comply with the provisions of The Children's Act 1989 and that only fit and proper persons have access to the children. Under no circumstances is any child to be left unattended.

19. **The Hirer must** indicate on the booking form if a **bouncy castle or play equipment** is to be used. Please note that fire exits must not be obstructed in any way as a result of this activity. The Council's insurance does not cover accidents on bouncy castles and play equipment, and it is therefore the responsibility of the hirer to provide such insurance, or to ensure that the supplier of the equipment has appropriate insurance cover

20. **The Committee** reserves the right to refuse a booking or to cancel the hiring agreement at any time either before or during the term of the agreement upon giving seven days' notice in writing to the Hirer.

21. **The 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.

22. **The Hirer agrees** that no advertisements or notices will be exhibited outside the boundary of the building. Any adverts must have the express permission of the Parish Council.

23. **The Hirer shall ensure** that due consideration is given to the occupants of neighbouring properties and that noise levels during the Hire Period are kept to the minimum especially on arrival and departure.

24. **The Hirer** must report all accidents involving injury to the public to the Committee as soon as possible and complete an accurate record within the Accident Book. Any failure of equipment belonging to the Community Centre, or brought in by the Hirer must be reported.

### **Safeguarding Statement: Protecting children and vulnerable adults**

- Protecting children and vulnerable adults is everyone's responsibility.
- Gloucestershire County Council assesses all situations where concerns have been raised about the safety of a child or vulnerable adult.
- If you are worried about the protection of a child or vulnerable adult and want advice or to make a referral, please take actions listed at Appendix A attached.

This Statement is adapted from Cotswold District Council. See CDC website at the address listed below.

<https://www.cotswold.gov.uk/communities-and-leisure/support-for-communities/supporting-children-and-families/protecting-children-and-vulnerable-adults/>

## **Fire safety protective, preventative and escape measures**

### Emergency Procedure

- The Council will display information relating to the evacuation of the building and emergency procedure/exits within each accommodation suite;
- It is the Hirer's responsibility to ensure that all visitors to the Hirer's event are made familiar with these measures as well as the location of the nearest Emergency Exits and Assembly Point;
- It is the Hirer's responsibility to ensure that exit routes within the public rooms are not obstructed in any way during the Hirer's event;
- If the Fire Alarm is activated at any time other than for a scheduled test the Council will immediately verify if there is a Fire and, if not, the Alarm will be silenced. If the Alarm continues to ring the Hirer should treat the Alarm as an emergency and proceed to evacuate the building in accordance with the Emergency Evacuation Procedure displayed within the public rooms; It is the Hirer's responsibility to oversee the safe evacuation from the public rooms and to do a head count to ensure all users have been safely evacuated;
- It is the Hirer's responsibility to keep a register of attendees which can be used to verify that all visitors to the Premises have been accounted for in the event of an emergency evacuation;
- In the event of a fire, the Hirer should report this to the Council's officer immediately, if one is present, and only if it is safe to do so. If no Council officer is present, the Hirer should activate the nearest Fire Alarm, and call 999;
- On sounding of the Fire Alarm, the Hirer should follow the Emergency Evacuation Procedure displayed within each accommodation area. All persons should leave the building immediately by the nearest available exit and proceed to the designated Assembly Point, without stopping to collect personal belongings, but closing doors behind them;
- The Hirer should ensure that their users leave the building promptly, and maintain a head count so they can report a safe evacuation of all personnel to the Council officer at the Assembly Point, or report missing persons;
- In the event of a fire, the building may only be re-occupied on instruction from the Fire Brigade;
- In the event of accidental activation, the building may only be re-occupied upon the instruction of the Council's officer.

### Parish Council Contact details:

All non-emergency issues should be reported without delay, either in person or by telephone/e-mail, to the Council's Officer (Clerk or Assistant) during Council office opening hours. In the event the office is closed, issues should be reported on the next working day.

In emergencies only the following may be contacted:

Parish Council Chairman:	Andy Roberts, 01451 822230, Mobile: 07973 721665
Parish Council Vice-Chairman:	Lynda Hicks, 01451 798947, Mobile: 07867 121122

Date: 20<sup>th</sup> October 2023

To be reviewed: October 2024

## Appendix A

### Cotswold District Council

#### Protecting children and vulnerable adults

Protecting children and vulnerable adults is everyone's responsibility. Gloucestershire County Council assesses all situations where concerns have been raised about the safety of a child or vulnerable adult.

If you are worried about the protection of a child or vulnerable adult and want advice or to make a referral, please do one of the following:

##### Report concerns about a child

- Call the Children and Families Help Desk on: 01452 426 565 (Monday to Friday 8am to 5pm)
- Out of hours call the Emergency Duty Team on: 01452 614194
- Email: [childrenshelpdesk@gloucestershire.gov.uk](mailto:childrenshelpdesk@gloucestershire.gov.uk)

##### Report concerns about a vulnerable adult

- Call the Adult Help Desk on: 01452 426868 (Monday to Friday 8am to 5pm)
- Out of hours call the Emergency Duty Team on: 01452 614194
- Email: [socialserviceseng@gloucestershire.gov.uk](mailto:socialserviceseng@gloucestershire.gov.uk)

**If you are concerned about the immediate safety of a child, please contact the Police on 101 at any time. In an emergency call 999.**

For more information see:

- [Gloucestershire Safeguarding Children's Board website](#)
- [Gloucestershire Safeguarding Adults Board website](#)

##### Safety for children using the internet

The not-for-profit website [Internet Matters](#), acts as a portal for parents to find important information about online safety for their children, helping protect them against online dangers in the process.

It contains a number of advisory pages, apps, tools and informative resources within the framework of 'Learn about it, Talk about it, Deal with it', such as:

- E-safety advice for parents of children of all ages
- Information on a range of topics including cyberbullying, avoiding inappropriate content and protecting a child's online reputation
- Advice on how children can stay safe when chatting, gaming and using social networks online

## **Safeguarding**

All children, young people and adults at risk of abuse and neglect have the right to protection from abuse or exploitation.

Safeguarding is everyone's responsibility. It is the responsibility of child protection agencies to determine whether or not a child has been abused. It is our responsibility to report any concerns we have to the appropriate authority.

If you have a concern please do something about it, don't assume someone else has already done it. Your intervention could make a difference to someone's life.

### Safeguarding adults

If you suspect someone is being neglected, harmed or suffering domestic abuse contact someone about it.

Call: 01452 426868

Online: Further help and advice is available from: [www.gloucestershire.gov.uk/safeguardingadults](http://www.gloucestershire.gov.uk/safeguardingadults)

### Reporting a poor standard of care

Are you unhappy with your care or do you know someone who is not being cared for properly? Report it by calling the Adult help desk or by logging it online.

Call: 01452 426868

Online: [Report it online](#)

### Safeguarding children

If you are worried that a child may be suffering or at risk of significant harm, what can you do about it?

Call: The Children's Help Desk on 01452 426565

Online: Advice is available at [www.gscb.org.uk](http://www.gscb.org.uk)

### Early help for children, young people and families

Are you a parent, carer, young person or professional? Do you have concerns and would like further information? Guidance on a whole range of issues including food fads, self-harm, bullying and safety is available at: [www.glosfamiliesdirectory.org.uk](http://www.glosfamiliesdirectory.org.uk)