



General Terms and Conditions of Hire

1. General

- a) The Community Centre ("the premises") will only be hired, as a whole or in part, to a named person over the age of 18 ("the Hirer"), who shall be on the premises at all times when the public are present.
- b) The Hirer shall be responsible for the compliance with all relevant Terms & Conditions attached to the Hire along with any other regulations relating to the use of the facilities that are displayed in the Foyer.
- c) See also:
 - i. Licensing of Events & Sale of Alcohol (if applicable)
 - ii. Use of Audio Equipment (if applicable)
 - iii. Use of Visual Equipment (if applicable)
 - iv. Fire Evacuation Procedures
- d) It is the Hirer's responsibility to establish whether their planned event is a Regulated Event under the terms of the Licensing Act 2003 and to notify the Booking Manager at the time of confirming the booking (see "Licensing of Events & Sale of Alcohol").
- e) Any hirer who provides activities for children and/or vulnerable adults, other than for hire for private parties, must provide a signed self-declaration that they are aware of and will comply with the HTCC safeguarding policy and procedures, or that they have their own safeguarding policy and procedures in place.
- f) The Hirer must complete a booking application form (which may be on-line) and signify that they have understood and accept these terms and conditions.
- g) The Management Committee ("the Management") reserves the right to enter the premises, or to instruct a representative to do so, at any time to ensure these terms and conditions are properly observed and acted on.
- h) Non adherence to these terms and conditions, including cessation of music at the time agreed for the event, will result in the loss of the security bond.

2. Bookings and Cancellations

- a) Normal booking hours are 8:00 am to 11:30 pm, extendable at the discretion of the Management. All hires with a finish time after 9:00pm will be subject to review and are at the discretion of the Management.
- b) The sale of alcohol, subject to licence, to end by 11:30 pm in all cases.
- c) The Hirer is responsible for preventing any undue noise and must comply with all the conditions of section 6. In particular, to comply with licencing music must be turned down at 10:30pm so as to be inaudible outside the Community Centre. Doors and windows must be also closed at 10:30pm to stop noise disturbing residents.
- d) The Management reserves the right to cancel a booking by written notice to the Hirer if they consider there is good reason to do so. The Hirer shall then be entitled to a refund of their deposit, but the Management shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.
- e) The Management may occasionally cancel a regular booking in favour of a special community event, but at least one month's notice will be given to the Hirer.
- f) Hirers making regular bookings must give at least one month's notice of cancelling any event otherwise the booking will be charged as normal if an alternative booking is not forthcoming.

- g) Hirers may lose part or all of their deposit / hire fee if they cancel a booking prior to the event and the Management are unable to get a replacement booking.
- h) The hiring agreement constitutes permission only to use the premises, as a whole or in part, the grounds and any facilities within its boundaries. It confers no tenancy or other right of occupation on the Hirer.
- i) Current Hire Rates are as displayed on the web-site www.hbtcommunitycentre.org.uk
- j) Individual hirers must pay the hire charge in advance. A security bond deposit will also be required, which will be returned subject to the conditions herein. The deposit shall be:
 - i. For any event not listed below: £100
 - ii. For 18th and 21st birthday parties: £400
 - iii. For use of the audio **or** visual equipment: £150
 - iv. For use of both the audio & visual equipment: £200.
- k) Acceptance of 18th and 21st and teenage birthday celebration hire in general is subject to adequate provision of supervised security by the hirer and will be at the discretion of the Management. 18th Birthday Party bookings for non-residents will not be accepted.
- l) Block bookings will be invoiced on a regular basis.

3. Use of Premises.

- a) The Hirer shall not use the premises, including the car park, for any purpose other than that described and agreed in the Booking Form and shall not sub-let or use the premises, or allow the premises to be used, in any way that is unlawful, nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies.
- b) 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 Management.
- c) The Hirer shall ensure that all equipment instructions are correctly followed.
- d) No furniture or equipment may be removed from the premises for use on the adjacent playing field or in the immediate surrounds of the building without the prior approval of the Management, and any such furniture and equipment must be put back in the correct location at the end of a booking in a clean state.
- e) Maximum numbers in the Main Hall are restricted as follows:

	Description of event	Main Hall
(i)	People mainly standing / dancing	270
(ii)	People seated in rows or groups	150
	If stage deployed	120
(iii)	People seated at tables	134

- f) The Hirer is required to inform the Booking Manager of any disabilities amongst their party that would prejudice their evacuation in an emergency. In which case they must also undertake to put in place suitable measures to ensure their safe evacuation in the event of fire.
- g) No animals except guide dogs may be brought onto the premises, other than for a special event agreed to by the Management. No animals whatsoever are to enter the kitchen.
- h) 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 comply fully with any licensing or other noise condition placed upon the hire of the premises.

4. Supervision

- a) **The Hirer or a nominated person of not less than 18 years of age shall be present throughout the hire.**
- b) The Hirer shall be responsible for the supervision and care of the premises, its contents, and the reasonable behaviour of all persons using the premises, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

- c) Where arrangements have been agreed for the sale of alcohol (see "Licensing of Events & Sale of Alcohol") The Hirer shall be responsible for taking appropriate action to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. No illegal drugs may be brought onto the premises. 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 in accordance with the Licensing Act 2003.
- d) Hirers should ensure that they have the appropriate copyright licences for any film to be shown. The Hirer shall be responsible for ensuring that children are restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.
- e) The Hirer shall report promptly to a member of the Management all accidents involving personal injury and enter the incident in the Accident Book located in the foyer.
- f) 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.
- g) 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, and shall indemnify and keep indemnified each member of the Management 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
- h) The Hirer shall ensure that the relevant licences have been obtained in accordance with the requirements of the **Performing Right Society (PRS)**, the **Phonographic Performance Licence (PPL)** and the appropriate **copyright licences for film**.
- i) The Hirer shall ensure that any activities for children and/or vulnerable adults comply with the provisions of the Children Act 2004 and the Care Act 2014 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks should have access to the children and/or vulnerable adults. The Hirer shall provide the Management with a copy of their DBS (CRB) checks and Safeguarding Policy on request.

5. Use of Community Centre Car Park and King George V Playing Field

The King George V Playing Field adjoining the Community Centre is owned in trust and controlled by **Hurstbourne Tarrant Parish Council**. The conditions in this section regarding the use of the Playing Field are agreed with **Hurstbourne Tarrant Parish Council**.

- a) The Car Park and the Playing Field shall be used with due consideration to neighbours and noise shall be controlled by the Hirer.
- b) No amplified music or dancing is permitted outside the premises, in the Car Park or on the Playing Field except for community events and then only with the agreement of the Management and **Hurstbourne Tarrant Parish Council**.
- c) One catering vehicle or structure may be located on the Playing Field for Friday and Saturday hires only. This shall be positioned between the premises and the nearest zip wire frame and as near to the southern Playing Field boundary as possible. Any openings must face the premises
- d) One catering vehicle may be positioned in the car park for Friday and Saturday hires only. This must be positioned behind the premises next to the loading bay doors. Any openings must face the premises.
- e) Use of catering vehicles shall be subject to the agreement of the Management.
- f) Use of the Playing Field shall be subject to the agreement of the Management.

6. Control of Noise and Disturbance

- a) All music shall be turned down at 10:30pm so as to be inaudible outside the premises. All doors and windows must be closed at 10:30pm to stop noise disturbing residents. External doors must be closed immediately when the audible door alarm sounds.
- b) The Hirer and all users of the premises shall minimise noise disturbance in the car park.
- c) The Management may retain part or all of the security bond if there are complaints about noise disturbance occurring after 10:30pm.

7. Activities and Public Safety

- d) At all times during the Hire, the Hirer is responsible for ensuring compliance with the following; -
- Prevention of Public Nuisance
 - Public Safety
 - Protection of Children from Harm
 - Prevention of Crime and Disorder
 - The Management's Health & Safety Policy
- e) All fire exits from the premises must be kept free from obstruction at all times the premises are occupied, and the Hirer or their delegated person shall check beforehand that exit signs are illuminated and there are no obvious fire hazards. All exit doors are fitted with approved quick release locks for exit and the Hirer must check that they are in good working order.
- f) All internal doors must not be propped open for any time longer than the immediate use requires. The kitchen is fitted with a hatch shutter linked to the fire alarm and must not be obstructed or secured so as to limit its closure.
- g) The Hirer shall ensure that no highly flammable substances are 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. No decorations are to be put up near light fittings or heat producing appliances.
- h) The Hirer must ensure that there is no unnecessary build-up of waste and or combustible material in any part of the facilities throughout the period of hire. All such material to be secured away from the building and be safely disposed of at the end of the hire.
- i) No naked flames are allowed on the premises or its immediate surrounding.
- j) The Hall and its immediate surrounding is a No Smoking area. The Hirer is responsible for ensuring this is enforced.
- k) Anyone preparing, serving or selling food, must observe all relevant food health and hygiene legislation and regulations. There are two refrigerators and a freezer in the kitchen.
- l) Deep fat frying is not allowed.
- m) 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 have a valid PAT certificate attached. The Hirer shall provide the Management with a copy of the certificates on request.
- n) Any failure of equipment belonging to the building or brought in by the Hirer must be reported to the Management as soon as possible.
- o) Any trailing leads are to be aligned so as to minimise traffic over them and where this is unavoidable they are to be protected by a mat or similar designed to avoid trip hazards and installed in accordance with the maker's instructions.
- p) No auxiliary heating or gas fired appliance / tools are to be brought into the hall without the written permission of the Management.
- q) The Hirer must ensure that any play inflatables/bouncy castles brought by themselves or an external hire company to the premises:
- i. have a current PIPA test certificate, and
 - ii. are used safely and in accordance with the supplier's or manufacturer's recommendations, and
 - iii. when in use, are supervised by a responsible adult at all times.
- Bouncy castles used in the main hall should be no taller than 11.5 feet.

8. Indemnity

- a) The Hirer shall indemnify the Management, their employees, volunteers, agents or invitees against:
- i. the cost of repair of any damage done to any part of the premises, including the curtilage thereof, or to the contents of the premises,
 - ii. all claims, losses, damages and costs 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,
 - iii. all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising from the parking or storage of vehicles, bicycles or any other form of transport, either within the building or its curtilage, by the Hirer or a member of their party.

- iv. all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use by the Hirer of the facilities.
- b) The Management's insurance covers only claims arising out of the proper use of the Hall facilities or its **own** negligence
- c) The Hirer is responsible for arranging any additional insurance to cover the Hirer's liability for their own and their party's assets and / or where their activities present an enhanced risk over their responsibilities under clause 5a.

9. Conclusion of Hire.

- a) The Hirer must leave the premises and surrounding area in a clean and tidy condition, with all equipment properly replaced, , doors properly locked, windows secured and alarm reset, otherwise the Management may make an additional charge or retain part or all of the deposit
- b) The Management accepts no responsibility for any article brought onto or left at the premises, and all liability for loss or damage is hereby excluded. Any equipment or other property not removed at the end of the hiring may be charged at the hire fee for each day or part of a day until removed.
- c) The Management may at its discretion dispose of any items not removed within 7 days after the hiring by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in selling or otherwise disposing of the same.

10.Changes to these Terms and Conditions

The Management reserve the right to change these Terms & Conditions at any time at their discretion.

11.Data protection

Hurstbourne Tarrant Community Centre Charitable Incorporated Organisation (HTCC CIO) will store, protect and process your personal information in accordance with its General Data Protection Regulations Policy. This policy is published on the HTCC web site and paper copies are available on request. Your data will only be used for HTCC CIO purposes and will not be sold or disclosed to third parties. Under this policy you have the right to:

- Request disclosure of all your personal data held by HTCC CIO
- Request that your personal data be changed or deleted
- Request that the purposes for which your personal data is held be changed.

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