

## HAMDON YOUTH & FAMILY CENTRE

Registered Charity No. 1177307

### CONDITIONS OF HIRE AGREEMENT 2019

For the purposes of these Conditions, the following terms will apply:-

“Hirer” shall mean an individual Hirer or, where the Hirer is an organisation or group, the authorised representative. The Hirer must be over 18 years of age and either a leader of an organized youth organization, or a parent/carer/guardian.

The “Centre” is the Hamdon Youth & Family Centre situated in West Street, Stoke sub Hamdon TA14 6QG.

#### Supervision

The Hirer is considered to be the Event Manager and will, during the period of any hiring, be responsible for supervision of the premises, the fabric and the contents; their care, safety from damage however slight, and the behaviour of all persons using the premises whatever their capacity. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer. On no occasion can the Centre be hired by a group of young people without a responsible adult being present

The Hirer must not allow any adult entertainment of a sexual nature, or use the Centre in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies or covenants.

#### Use of Premises

- The Hirer shall not use the premises for any purpose other than that advised at the time of booking. The Hirer shall not sub-hire or use the premises or allow the premises to be used for activities other than for children’s use or exclusively organized by children.
- The capacity (200 persons standing in the main hall (140 seated) and 60 in the back hall) must not be exceeded.
- The use of bubble/smoke machines with discos is strictly forbidden.
- No pins or nails are to be used to attach decorations to the walls, windows etc.
- The Centre must not be left unlocked and unattended at any time.
- Set up and clearing away time must be included in the length of hire.

#### Cancellation

- If the Hirer wishes to cancel the booking before the date of the event then the cancellation must be confirmed in writing, or by email and the terms of the Centre’s Cancellation Policy will apply as follows:-

#### Single use hire

For a single use hiring, the following cancellation rates will apply:-

- |                                   |            |
|-----------------------------------|------------|
| ▪ Less than 14 days before event  | No refund  |
| ▪ Between 14-21 days before event | 50% refund |
| ▪ 21-28 days before event         | 75% refund |



- Access network services in such a way as to deny reasonable access to the network for other users, for example, by excessive use of network bandwidth for music or video streaming or very large downloads. All users are requested to turn off WiFi devices during performances etc.

### **Smoking and Alcohol**

Smoking, alcohol, gambling and drugs are expressly forbidden under the Centre's restrictive covenants.

### **Animals**

The Hirer shall ensure that no animals (including birds) are brought into the premises except (1) assistance dogs or (2) animals that are under control and used for demonstration/education. No animals whatsoever are to enter the kitchen area at any time.

### **Heating**

The Hirer shall ensure that **no unauthorized heating appliances** shall be used on the premises..

### **Security and vacating the Centre at the end of a hire**

The Hirer must ensure that

- All parts of the Centre are left clean and all water heaters and lights turned off, including those in all the toilets.
- All doors and windows must be secure and shut on leaving.
- All table and chairs must be cleared away and put back in the correct storage area.
- The 'Exit' checklist on the noticeboard in the Centre Foyer must be completed.
- All rubbish and recycling must be removed from the building and taken away by hirers in their own black bags.

### **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 Centre's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment. The Hirer shall also comply with the Centre's Health and Safety Policy.

The Hirer should acquaint themselves with :-

- **The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating everyone in the Centre to the meeting point on the pavement in front of the building.**
- The location and use of fire equipment
- Any escape routes and the need to keep them clear and immediately available for instant free public exit
- How to operate escape door fastenings
- **Under no circumstances are lit candles, naked flames or fireworks allowed in the Centre or grounds**

- The Hirer is responsible for fire safety during the course of the hire.

### **Electrical appliance safety**

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 used in a safe manner.

### **Health and Hygiene**

- The Hirer shall, if preparing, serving or selling food, ensure all relevant food health and hygiene legislation and regulations are adhered to, and all Kitchen facilities including cookers, sinks and worktops cleaned after use.
- The Hirer shall familiarise themselves with the location of the First Aid Kit and any accident must be recorded in the Accident Book kept in the kitchen.

### **Indemnity and Insurance**

- The Hirer is responsible for, and shall reimburse the Centre for the cost of any repair or damage done to any part of the property including the curtilage thereof or the contents of the building which may occur during the period of the hiring as a result of the hiring.
- Any crockery breakages must be reported to the Treasurer and will be charged at £1 per item.
- The Hirer is responsible for insuring against any third party claims which may lie against them (or the organisation if acting as a representative) whilst using the Premises. (The Centre is insured against any claims arising out of its own negligence).
- The Centre Trustees take no responsibility for theft, damage or injury caused by Hirer's equipment. The Hirer is responsible for taking out suitable insurance.

### **Children Act – Safeguarding Children**

The Hirer shall ensure that any activities for children comply with relevant legislations and that only fit and proper persons have access to the children.

With the exception of private parties, where any events are organised for children the Hirer will have a valid certificate from the Disclosure and Barring Service and the Hirer takes full responsibility for any other persons they engage to look after children.

There shall be a minimum of three competent persons over 18 years of age to supervise all children's events and those persons must be named on the booking form with contact details. Children are not allowed in the Centre unaccompanied.

Where the event is predominantly for children under the age of 16 years there shall be additional adult supervision in line with regulations.

March 2019