

HAMDON YOUTH & FAMILY CENTRE

Registered Charity No. 1177307

CONDITIONS OF HIRE AGREEMENT 2023

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 Management Committee would like all users to embrace and enjoy the facilities and activities of the Centre. To achieve this, every user is expected to adhere to the following standards:

- 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 use of bubble/smoke machines with discos is strictly forbidden.
- No gambling, smoking, vaping or alcohol is allowed in the building
- 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.
- Exercise a duty of care for the health, safety and welfare of all persons using the Centre.

- Ensure compliance with the Centre's policies, specifically: Health and Safety Policy, Fire Safety Policy, and the Safeguarding Policy.
- Ensure all children and young persons under the age of 18 are supervised at all times, by an appropriate adult as per the Conditions of Hire.
- Treat everyone with respect and in accordance with their needs, embracing individual differences.
- Not to cause disorder or excessive noise, to the potential detriment of residents or other users.
- Park vehicles outside the Centre in a considered manner so as not to cause obstruction or danger.
- Leave all facilities clean and tidy and immediately report any damage or hazards to the Bookings Secretary.
- Ensure the building is left safe and secure on leaving the premises.

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 |
| ▪ Over 28 days before event | Full refund |

Regular hirers

For a regular hirers booking weekly, fortnightly or monthly on a pre-booked basis, the following cancellation rates will apply:-

- | | |
|----------------------|-------------|
| ▪ Less than 24 hours | No refund |
| ▪ 24 hours to 7 days | 50% refund |
| ▪ 7 days onwards | 100% refund |

The Centre Management Committee reserves the right to refuse or cancel a hiring a booking at any time without notice, prior to or during the booking event. However such cancellation must be in writing and should only be done on the following grounds:-

- (a) The premises being required to close for essential maintenance work. Other than emergency work, all such work will be scheduled to cause as little disruption as possible to hirers.
- (b) the Centre Management Committee reasonably considering that
 - (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or

- (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.

Licences

The Hirer will be responsible for obtaining any licences that might be needed and for the observance of the same and will provide evidence of such licence to the Bookings Secretary **before** the event.

WiFi

The Centre's ultrafast Gigaclear fibre broadband facility is provided free of charge as a convenience to Centre users. The Centre Committee is a volunteer organisation and cannot provide any technical support for this facility, nor does it provide any guarantees that you will be connected to the internet.

You should be aware of the possible security risks associated with connecting your computer to a network. It is your responsibility to keep your computer free from malicious code and secure it against unauthorised access. Individuals using the service have full responsibility for anything they may download.

Your usage of the Centre broadband facility and the network is regulated by relevant UK law. In particular you must not use the Centre broadband facility or the network to:

- Access, send or otherwise make available to others any material that is offensive, obscene or indecent, or infringes the copyright of another person.
- The creation or transmission of material which is designed or likely to cause annoyance, inconvenience or needless anxiety.
- Make available by any means (e.g.: Web server, FTP server or file-sharing software) any material, unless you are the copyright holder of that material, or have the licence to make that material available, or the material has been expressly put into the public domain and you can demonstrate this.
- Cause annoyance, inconvenience or anxiety to others.
- 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, floors swept, toilets flushed and all heaters and lights turned off.
- All doors and windows must be secure and shut on leaving.
- All tables and chairs must be cleared away and put back in the correct storage area.
- The 'Exit' checklist on the noticeboard in the Entrance Lobby must be completed.
- All rubbish and recycling must be placed in the appropriate bins provided in the two halls and in the kitchen.

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 Wellingtonias" to the right of the building as you exit.**
- 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. With specific prior agreement with the Trustee Bookings Secretary raised firepits in the grounds may be used by an adult group organizer; must be supervised at all times and safely extinguished after use.**
- 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 with all accidents being recorded in the Accident Book. Both items are 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 Bookings Secretary 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 (public liability cover). 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 the Children Acts 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and all subsequent legislation and that only fit and proper persons have access to children. All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported. Children are not allowed in the Centre unaccompanied

With the exception of private parties, where any events are organised for children by their parents or guardians all Hirers need to produce a valid certificate from the Disclosure and Barring Service, a copy of their Safeguarding and Public Liability policies, and (if appropriate) their instructor certificate on first hiring the Centre. Such requests may be repeated from time to time for checking and hirers are under an obligation to comply with these requests.

April 2023