

Standard Conditions of Hire for Belmont Community Association

These standard conditions apply to all hiring of the Community Association. If the Hirer is in any doubt as to the meaning of the following, the Community Centre manager should immediately be consulted.

1. Supervision The Hirer shall, during the period of the hiring, be responsible for: 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 supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Community Centre manager, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

2. The Premises to be hired are part of the premises of Belmont Community Association and consist of:

- Community Centre – Main Hall, 3 x Meeting Rooms, Kitchen, Outside Play Area
- School – Sports Hall, Gym, Room 17, AstroTurf Pitch, 4 x Grass Pitches

Tables, chairs etc. are provided by Belmont Community Association

3. Use of Premises The Hirer shall not use the premises for any purpose other than that described in the Hiring 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 the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission. Belmont Community Association reserves the right to allow the use of other parts of the Community Association during the period of hire and to allow common use of the entrance hall and toilets.

4. The Hirer agrees

- a) to pay a deposit of 25% of the hire charges upon the acceptance of the hiring application by Belmont Community Association. This is in addition to the hiring charge and shall be held by Belmont Community Association during the course of hiring as security for any damage to the property during the course of the hiring or any other breach of this agreement. Any portion not required will be returned within four weeks of the event.
- b) to pay the balance of the hire charges and a cleaning deposit of £25 (if applicable) not less than one month after the date of hire/on the date of hire. Belmont Community Association will provide cleaning materials and will retain the deposit if the premises are not cleaned and tidied by the time for completion of the hire.
- c) that he or she has inspected the premises and that they are suitable for the purpose for which they are hired.
- d) that no public announcement or advertisement of any function proposed to be held shall be made until the application for hire has been accepted by Belmont Community Association and the deposit has been paid.
- e) to ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
- f) to ensure that the community association holds a Performing Rights Society Licence and Phonographic Performance Ltd Licence which permit the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the community association, the Hirer should ensure that they hold the relevant licence or the community association holds it.
- g) that employees and members of the committee of Belmont Community Association are not authorised by Belmont Community Association to assist the Hirer in the organisation of any function held on the premises or to accept responsibility for the safe custody of any money or goods.
- h) to ensure that the premises are not used for any purposes other than stated in the hiring application.
- i) to ensure that authorised members of the committee or staff of Belmont Community Association are allowed access to the premises at all times during the period of hire.
- j) to allow no more than 150 to attend the premises at any one time

- k) to take proper steps to control admittance to the function and ensure that there is no intrusion or hindrance to any other event or function taking place elsewhere in the community association or school.

5. 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 Community Centre's 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.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

6. Means of Escape

(a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. (b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

7. Outbreaks of Fire The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Community Association manager.

8. Health and Hygiene The Hirer shall, if preparing, serving or selling food, observe all relevant food health and 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. The premises are provided with a refrigerator.

9. Smoking 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.

10. 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 in accordance with the Electricity at Work Regulations 1989. **A Portable Appliance Test (PAT) certificate, dated within the last 12 months, must be evident on each item of electrical equipment brought on to the premises.** Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

11. Insurance and Indemnity

(a) The Hirer shall be liable for (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises (ii) all claims, losses, damages and costs made against or incurred by the community association management committee, their 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, and (iii) all claims, losses, damages and costs made against or incurred by the community association management committee, their 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, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the community association management committee and the community association's employees, volunteers, agents and invitees against such liabilities.

(b) The community association shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The community association shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the community association management committee and the community association's 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.

(c) Where the community association does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, 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 community association secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another hirer.

The community association is insured against any claims arising out of its **own** negligence.

12. Accidents and Dangerous Occurrences The Hirer must report all accidents involving injury to the public to a member of the Community Association management committee **as soon as possible** and complete the relevant section in the Community Association's accident book. Any failure of equipment belonging to the Community Association 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 local authority. The Community Association Manager will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

13. Explosives and Flammable Substances The hirer shall ensure that (a) Highly flammable substances are not brought into, or used in any part of the premises and that (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

14. Heating The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

15. Drunk and Disorderly Behaviour and Supply of Illegal Drugs The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. 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. No illegal drugs may be brought onto the premises.

16. Animals The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Community association. No animals whatsoever are to enter the kitchen at any time.

17. Compliance with the Children Act 1989

The Hirer shall ensure that any activities 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 have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Community Association management committee with a copy of their DBS check and Child Protection Policy on request.

18. Fly Posting 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 Community Association's management committee 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.

19. Sale of Goods 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.

20. Cancellation If the Hirer wishes to cancel the booking before the date of the event and the Community Association is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Community Association. The Community Association reserves the right to cancel this hiring by written notice to the Hirer in the event of:

(a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election; (b) the Community Association 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; (c) the premises becoming unfit for the use intended by the Hirer; (d) 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. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Community Association shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

21. End of Hire 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 Community Association shall be at liberty to make an additional charge.

22. Noise 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, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

23. Stored Equipment The Community Association 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. The Hirer/User Groups of the Community Centre are responsible for ensuring goods or equipment they store at the premises with the permission of the Community Association.

24. No Alterations 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 Community Centre manager. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Community Association remain in the premises at the end of the hiring. It will become the property of the Community Association unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

25. No Rights The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

BCA reserves the right to terminate any hiring agreement

26. Dangerous and unsuitable performances Performances involving danger to the public or of a sexually explicit nature shall not be given.

