

Standard Conditions of Hire

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Appendix 1: See Hire Agreement

Appendix 2: Licensed Activity Times – see Hire Agreement

Appendix 3: Definition of Clean & Tidy

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Section 1: This Document

Status

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Owner for ACCT	Simon Kinrade, Vice Chairman

Purpose

To set out clearly the standard conditions of hire of the premises and facilities of the Ashington Community Centre Trust (ACCT). These standard conditions apply to all hiring of any ACCT facilities. If the Hirer is in any doubt as to the meaning of the following the Booking Secretary should immediately be consulted.

Section 2: Background

About the Trust

The Ashington Community Centre Trust (ACCT) is responsible for a number of properties owned by the people of Ashington Village, West Sussex. These properties include the Community Centre, Youth Club, Scout Hall, Sports Pavilion, Recreation Ground, Millennium Garden and the One-Acre Field and their play areas. None of these properties are owned or run by local councils.

Management Committee

The management of these properties and facilities is undertaken by the "Committee of Management" (referred to hereafter as the management committee), which is made up entirely of volunteers appointed by the trustees or co-opted where necessary. The Management Committee will generally be responsible for the ACCT actions below. This does not diminish the responsibilities of trustees.

Registered Charity

The ACCT is a registered Charity (No. 305340) and as such the ACCT will comply with Charities Commission rules and legislation.

Types of Hire

There are three main types of hire:

- Regular Hire: a long term formal hire agreement e.g. regular use of the hall for an evening exercise class;
- Casual Hire: this may be ad hoc hires or up to six weeks hire of facilities e.g. performances of a play or use of sports facilities
- One-off Event Hire: such as for a wedding or public meeting

Section 3: Conditions of Hire

1a. Conditions of Hire and the Hire Agreement

This document sets out in full the conditions of hire (hereafter called 'the conditions') to which both parties agree by the signing of the Hire Agreement (see sample at Appendix 1). The ACCT and the Hirer shall abide by the conditions including the terms for hire where alcohol or additional facilities are required. All Hire Agreements are subject to the Standard Conditions of Hire in force on the day of the hire unless explicitly agreed and stated otherwise and in writing. The Trust expects to hold to these conditions at all times but reserves the right to forego a clause unless health, safety or legislation prevents such a decision.

1b. Changes to the Conditions of Hire and the Hire Agreement

The ACCT reserves the right to modify the Conditions of Hire without notice where the Board of Trustees or the Management Committee believe that such a change is necessary.

2. Equality and Diversity Statement

The ACCT values the diversity of its users, volunteers and staff and it complies with The Equality Act 2010.

The trust is set up to manage the properties and facilities held in the name of the people of Ashington who collectively own them. As such, the benefits of the ACCT activities are aimed primarily at the inhabitants of Ashington but the facilities are open to all subject to availability, suitability and compliance with ACCT policies, legislation and conditions of hire.

3. Rights to Facilities and Premises

The Hire Agreement constitutes permission only to use the specified facilities for the specified times and confers:

- no tenancy or other right of occupation on the Hirer;
- for regular hires: no rights to, or ownership of, the dates, days or times booked beyond those specified in the Hire Agreement. (The ACCT Management Committee may, at their discretion, give consideration to treating such bookings preferentially where there is an understanding that the booking is to be extended or repeated. It should be understood that the ACCT needs to balance the wider good and best interests of the management of the facilities and the people of Ashington);
- for casual hires and one-off events: no rights or ownership of the dates, days or times booked beyond those specified agreement;

4. Use of Facilities

The facilities are licensed for certain activities at certain times (see Appendix 2) where stipulated in the Hire Agreement and bookings must comply with this. ACCT does not consent to nor condone activities outside our remit or any applicable legislation. 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 will the hirer allow the sale of alcohol thereon (including the sale of tickets for entry or a meal that includes alcohol) without written permission from the **Designated Premises Supervisor**.

5. Gaming, Betting and Lotteries

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.

6. Licences

The Hirer shall ensure that the Community Centre holds a Performing Society Rights Licence which permits 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 Centre the Hirer should ensure that they hold the relevant licence or the Community Centre holds it.

7a. Bookings and Payment

All bookings will be regarded as provisional until full payment is received by the Trust. Full payment should be sent with booking and no later than 28 days before the period of hire. For late bookings full payment should be sent with booking.

If another hirer wishes to book at the same time as a provisional booking, and is ready to provide payment, we will contact the hirer with the provisional booking and give them the

chance to make the booking firm by providing payment. If payment is not provided within 5 days the Trust will cancel the provisional booking in favour of the firm booking.

BACs transfer is the Trust's standard method of payment. See the Premises Booking Form for account details.

7b. Pricing, Charges and Deposit

- Every effort will be made to keep prices as reasonable as possible while recognising that the ACCT must also ensure that hire charges are sufficient to cover maintenance and capital costs;
- The ACCT facilities are held in Trust for the people of Ashington. In recognition of this the management committee will set lower room and hall hire prices for personal hirers who are residents of Ashington, West Sussex;
- All prices are subject to annual review but may be changed at any time at the discretion of the ACCT;
- A deposit will be charged to one-off event hirers, which is returnable unless there are damages or a failure to comply with the conditions.

8a. Cancellation by Hirer

The Hirer may cancel the booking before the date of the event subject to the cancellation fees below. If the Community Centre is able to let a replacement booking the charges below may be reduced at the discretion of the ACCT. Standard cancellation terms are:

- More than 90 days before: full refund of any amounts paid by hirer
- 89 to 60 days before: 50% of hire charges payable
- 59 to 31 days before: 75% of hire charge payable
- 30 days or less: 100% of Hire charge payable

8b. Cancellation by the Community Centre

The Community Centre reserves the right to cancel the hiring in writing to the Hirer in the event of:

- i. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- ii. the Community Centre committee of management reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- iii. the premises becoming unfit for the use intended by the Hirer
- iv. 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
- v. or any other exceptional circumstance where the management committee or its representative deems appropriate

The Community Centre will give as much notice as is possible for the above reasons but their nature may mean notice is extremely short and initially verbal, confirmed in writing.

- i. The Community Centre reserves the right to cancel the hire immediately where the hirer is in breach of hire conditions

In any such case the Hirer shall be entitled to a refund of any deposit or ACCT hire charges paid in respect of this hire already paid, but the Community Centre shall **not** be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

9. Timeliness

ACCT will ensure that the appropriate facilities are accessible to the hirer by the start of the hire period. Generally, this will be about 5 minutes before the hire period starts.

Hirers are expected to include adequate set-up and clean-up times in the hire period. Hirers are will vacate the premises promptly at the end of the hire period. Failure to comply may affect other users - especially where another hirer has a period of hire immediately following that of the hirer.

10. Supervision

The Hirer shall not leave the premises unsecured and 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. The Booking Secretary is authorised to request payment for all damage to the premises or to the fixtures, fittings or contents and for loss of contents, resulting from this hiring. Any deposit that has been paid will be utilised in making good any loss / damage. The hirer will remain liable for any outstanding balance after utilising any deposit funds.

11. Interruption

Once the hirer has commenced a hire, ACCT understand that the hirer will have an expectation of reasonable privacy. We will aim to keep all maintenance, inspection and testing in hired areas to periods of non-hire. Except in emergencies, members of the management committee, ACCT's staff or contractors will not normally intrude on nor interrupt the sessions of a hirer without first seeking the hirer's approval. An emergency is a situation where not taking immediate action would be negligent or put people at risk of injury (e.g. a fire). However, the Trust reserves the right to have an authorised present for all or part of the hire if the Trust believes that such a presence would be in the best interests of the Trust Please note, however, that the Wardens and the Police have access to the toilet facilities [this is usually through the rear door and should not involve entering the main hall].

12. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition (see Appendix 3: Definition of Clean and Tidy). All waste will be bagged and placed in the refuse bin, the key for which is hanging in the kitchen (the Hirer should please ensure to provide sufficient refuse sacks). Any contents temporarily removed from their usual positions should be properly replaced. ACCT reserve the right to make an additional charge for failure to comply, especially where additional clean-up has been required by ACCT or its associates.

13. Complaints

We aim to ensure that the hirer has a positive experience. ACCT is providing an almost entirely voluntary service primarily to the people of Ashington. As a not-for-profit organisation ACCT tries to maintain a safe, friendly service and believes in trying to resolve any problems reasonably and as quickly as possible. If ACCT is concerned about any issues they will approach the hirer directly to resolve. Should the hirer have any concerns, ACCT encourage them to discuss the issue with the duty manager or the bookings secretary in the first instance. They will attempt to resolve any issues in line with ACCT policies. If this does not resolve the issue please write to the Secretary of the Management Committee (several members of the committee take turns to act as Duty Manager. Where the Secretary has already been approached in the capacity of duty manager, the hirer may directly to the Chairman);

All parties should bear in mind that ACCT must ensure that resolutions comply with applicable legislation or ACCT policies. If the concern is an existing ACCT policy the issue should be referred, in writing, to the Chairman of the ACCT management committee or the full membership of trustees for discussion at the next trustees meeting. The full complaints procedure is available on request.

14. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or other competent body, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. See Appendices 4 and 5.

- 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 Centre.
 - The location and use of fire equipment.
 - 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.
 - Instruct all attending in accordance with emergency procedure set out at Appendix 4.
- b) In advance of an entertainment or play the Hirer shall check the following items:
 - That all fire exits and panic bolts are 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.
- c) The hirer shall not use indoor fireworks, naked flame, explosive or incendiary devices of any description (including sparklers) without explicit written permission from the secretary or other officer of the management committee.

15. Means of Escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

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).

16. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Secretary of the management committee.

17. 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 refrigerators and thermometer.

18. 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.

19. Indemnity

The Hirer shall indemnify and keep indemnified each member of the Management Committee and the ACCT's employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages, costs and consequential losses 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 (c) all claims, losses, damages, costs and consequential losses suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

The Hirer may be required to take out adequate insurance to cover the Hirer and members of the Hirer's organisation, party (including guests, attendees and invitees) including any of their equipment against the Hirer's liability under paragraph 15(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Booking Secretary. Failure to produce such policy and evidence of cover may render the hiring void and enable the Booking Secretary to rehire the premises to another hirer.

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

20. Accidents and Dangerous Occurrences

The Hirer must enter any accident or incident involving injury into the relevant section in the Community Centre's accident books* and report it **as soon as possible** to the Designated Premises Supervisor. Any failure of equipment belonging to the ACCT 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 Booking Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

*The accident books are in both kitchens with the first aid boxes.

21. Explosives and Flammable Substances

The hirer shall ensure that:

- i. Highly flammable substances are not brought into, or used in any part of the premises
- ii. 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
- iii. No smoking or naked flames are permitted on the premises.

22. 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 committee of management. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

23. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the Centre 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 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.

24. 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 Centre. No animals whatsoever are to enter the kitchen at any time.

25. 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 Centre committee with a copy of their Child Protection Policy on request.

26. 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 Centre's committee of 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.

27. 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.

28. 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, keep the volume and noised to reasonable levels, be considerate of neighbours and other users and comply with any other licensing condition for the premises.

29. Cooking Facilities

Cooking facilities are provided for heating and keeping food warm. The facilities are not provided for full preparation of meals. The Hirer shall be responsible for leaving the kitchen and surrounding area in a clean and tidy condition as stated at 29.

30. Stored Equipment

ACCT 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. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

ACCT may, at its discretion:

- remove stored equipment within 7 days after the agreed storage period has ended in where the Hirer fails to collect or pay any storage charges due and payable;
- dispose of any other property brought on to the premises for the purposes of the hiring, following failure by the Hirer to remove the same within 7 days after the hire. The disposal shall be by sale or otherwise and on such terms and conditions as ACCT thinks fit. ACCT shall charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

31. Shoes

The floor in the Main Hall is a sports floor that can be easily damaged by Stiletto heels which are not to be worn in the main hall. Stilettos may only be worn if used with the heel protectors which are available in the foyer.

32. 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 Booking Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of ACCT remain in the premises at the end of

the hiring. It will become the property of ACCT unless removed by the hirer who then must make good to the satisfaction of ACCT.

33. Information Policy

We will comply with all applicable legislation concerning the holding of personal data on IT or in paper form. We will need to hold the data gathering during a hire to act as contact details up to during and concluding a hire which includes payment and actions following the hire (e.g. checking the condition of hall and other deposit actions). We also need to hold data to act as an audit trail for the assessment of our accounts. We will ask your agreement to hold information to assist with subsequent actions such as a repeat hire.