

Conditions of Hire

1 Interpretations

- a. "LPCC" means Leigh Park Community Centre
- b. "The Centre" means Leigh Park Community Centre and adjacent grounds
- c. "The Charity" means the Community Centre Trustee Board, Management Committee, Staff, Volunteer or any person authorised to act on behalf of LPCC
- d. "Hirer" means the person making an application for personal or business use or use by an organisation
- e. "Contract for Hire" means the formal signed hire agreement of the Regular User

2 Hirer's Responsibilities

- a. **Supervision.** The Hirer will, 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 the car parking arrangements
- b. **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-let or use the premises for any unlawful purpose or in any unlawful way or do anything to bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the sale of alcohol thereon without a licence.
- c. **Cleaning.** The Hirer must ensure that the premises are left clean and tidy and all rubbish has been cleared and taken home. Failure to comply could result in a cleaning charge at a minimum of £20 per hour.
- d. **Licences.** The Hirer shall be responsible for complying with the conditions set by the Charity where sale or supply of alcohol is to occur on the premises. **Under no circumstances is alcohol to be supplied to anyone under the age of 18 years**
- e. **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
- f. **Public Safety Compliance.** The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority and Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays
- g. **Health & Hygiene.** The Hirer shall, if preparing or selling food, observe all relevant food health and hygiene legislation and regulations
- h. **Electrical Appliance Safety.** The Hirer shall ensure that any electrical appliances brought by him to the premises and used there shall be in a safe and good working order, used in a safe manner and PAT tested. Where a residual circuit breaker is provided under terms of the PEL or CPL, the Hirer must make use of it in the interests of public safety. **Please note that NO smoke or dry ice machines are to be used on the premises as they set off the fire alarms**
- i. **Indemnity.** The Hirer shall indemnify the Charity for the cost of repair of any damage done to any part of the property including the cartilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring. The Hirer shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Community Centre
- j. **Accidents and Dangerous Occurrences.** The Hirer must report all accidents involving injury to the public to a member of the Charity as soon as possible. Any failure of the equipment either that belonging to the Centre or brought in by the Hirer must also be reported as soon as possible. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995. **The first aid kit and accident book is located in the main kitchen**
- k. **Animals.** The Hirer shall ensure that no animals (except guide dogs) are brought into the hall, other than for a special event agreed to by the Charity. No animals whatsoever are to enter the kitchen at any time
- l. **Compliance with the Children Act 1989.** The Hirer shall ensure any activity for children under eighteen years of age complies with the provision of the Children Act of 1989 and that only fit and proper persons have access to the children

- m. **Sale of Goods.** The Hirer shall, if selling foods 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 manufacturer's Recommended Retail Prices
- n. **Insurance.** Insurance shall not apply to any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in conjunction with, the following: a) a communicable disease or b) the fear or threat (whether actual or perceived) of a communicable disease The Hirer shall be responsible for making arrangements to insure against any theft, loss or damage to any property left at the Community Centre. Items left at the Community Centre are done so at the Hirer's own risk
- o. **Payment of Hire.** The Hirer shall ensure that payments of invoices are made within 7 days of receipt or as directed on the individual invoice.
- p. **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 Committee shall be at liberty to make an additional charge
- q. **Noise.** The Hirer shall ensure that the minimum of noise is made on arrival and departure
- r. **Parking.** The Hirer shall ensure that they or their guests use the parking spaces that have no designation, reserved status, signage or any other indication that they are special in some way, unless they hold and display a blue badge permit. All normal parking spaces are available on a first-come, first-served basis by anyone and all disabled parking spaces are available on a first-come, first-served basis by anyone holding and displaying a blue badge permit.

3 Smoking

- a. Smoking or e-cigarettes is NOT allowed anywhere on the premises, except at the external designated smoking areas

4 Photographs and Video Recording

- a. Photographs for professional use and publication thereof are not permitted in the Centre without the permission of the Charity. The use of video recording equipment is likewise is not allowed in the Centre without the permission of the Charity

5 Cancellation

- a. **Cancellation by the Charity.** The Charity reserves the right to cancel this hiring in the event of the Centre being required for use as a Polling Station for a Parliamentary or Local Government election, by-election, wedding, funeral or pandemic in which case the Hirer shall be entitled to a refund of any deposit already paid.
- b. **Cancellation by the Hirer.** If the hirer wishes to cancel a regular booking, then this must be done in writing no less than 30 days before the event is to take place. If less than 30 days' notice is given before the date of the event then any monies already received will be non-refundable.
- c. **Adverse Weather Cancellation by the Hirer.** The Charity cannot be held responsible for adverse weather conditions, where the event or session is cancelled by the hirer due to bad weather the full amount payable is still due.

6 Unfit for Use

- a. In the event of the Centre or any part thereof being rendered unfit for the use for which it has been hired, the Charity shall not be liable to the Hirer for any resulting loss or damage

7 Refusal of Booking

- a. The Charity reserves the right to refuse a booking without notice or to cancel this hiring agreement either before or during the term of this agreement upon giving 7 days notice in writing to the Hirer. The Hirer shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as has been paid by the Hirer to the Charity. The Charity shall not be liable to make any further payment to the Hirer.