

Standard Conditions of Hire

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Section 1: This Document

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 on 07849294266.

Section 2: Conditions of Hire

The Community Centre has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated.

ACTIVITY	Licensed Times
Boxing or wrestling entertainment	08:00 to 23:30
Indoor sporting events	08:00 to 23:30
The exhibition of films	08:00 to 23:30
The performance of dance	08:00 to 23:30
The performance of plays	08:00 to 23:30
The performance of live music	08:00 to 23:30
Entertainment similar to those in A to F	08:00 to 23:30
The playing of recorded music	NONE
The sale of alcohol	Mon-Sat:12:00 to 23:00 Sun:12:00 to 22:30
The provision of late night refreshment (hot food/drink) after 11 pm	Mon-Thurs:23:00 to 23:30 Fri-Sat: 23:00 to midnight

Note:

- The organiser will need to apply to Horsham District Council for a Temporary Event Notice if the event is intended to run outside the times above.
- The Centre holds NO copyright licences for the playing or performance of recorded music. Please obtain your own PPL PRS licence if your activity requires one.
- If alcohol will be available at your event you must seek permission from the Booking Secretary in order for a bar to be provided by the ACCT preferred bar service or if not apply for a Temporary Event Notice from the local council ahead of the event.
- If using a bouncy castle on the ACCT premises, a public liability certificate must be obtained and shared with the Booking Secretary ahead of the event date.

2a. 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 to the Hire Agreement. 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 which can be found on the ACCT's website <https://www.ashingtoncc.org.uk> 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.

2b. Changes to the Conditions of Hire and the Hire Agreement

The ACCT reserves the right to modify the Conditions of Hire, and the hirer will be notified ahead of the event date.

3. 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.

4. Use of Facilities

The facilities are licensed for certain activities at certain times (see Section 2) where stipulated in the Hire Agreement and bookings must comply with this.

Note:

- ACCT does not consent to nor condone activities outside our remit or any applicable legislation.
- All equipment brought into the building by the hirers is at their own risk.
- For businesses providing catering to the public, ACCT takes no responsibility for claims arising from the provision of food and beverages.
- The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement.
- The facilities may not be sublet to any party other than the hirer.
- ACCT does not permit the hirer to allow the sale of alcohol thereon (including the sale of tickets for entry or a meal that includes alcohol) without permission from the Booking Secretary. If the hirer wishes to run their own bar then a Temporary Event Notice needs to be applied for from the local council.
- The hirer shall, if selling goods on the premises, comply with Fair Trading Laws.
- Fly posting is not permitted anywhere on ACCT property.

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 Community Centre do not hold a Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio or by performers in person, the hirer is responsible for obtaining this licence, if music is being played. 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 excepted by the Booking Secretary, who will send an invoice and full payment is required within 14 days.

If another hirer wishes to book at the same time as the 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 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, Deposit & Unpaid Charges

- 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 ACCT Trustees will set lower 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;
- In the event of a failure to pay any hire or other charge owing to ACCT under the hire agreement, the hirer undertakes to pay ACCT's reasonable legal and debt recovery fees of recovering the debt.

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 charges payable
- 30 days or less: 100% of Hire charges 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:

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- the Community Centre trustees 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
- the premises becoming unfit for the use intended by the Hirer
- 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
- or any other exceptional circumstance where the ACCT 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.

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 anything resulting direct or indirect loss or damages whatsoever.

9. Timeliness

Hirers are expected to include adequate set-up and clean-up times in the hire period. Hirers must 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. 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

Except in emergencies, 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). 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 1: Definition of Clean and Tidy). All waste will be bagged and placed in the refuse bin outside (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

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.

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. The full complaints procedure is available on request from the Secretary.

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.

- 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 on 999 and evacuating the building.
 - The location and use of fire equipment.
 - Escape routes and the need to keep them clear.
 - 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 2.
- b) In advance of an entertainment or play the duty manager 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 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) cake candles are permitted. No smoking or vaping inside the facility is permitted.

15. Means of Escape

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

There is emergency lighting supply illuminating all exit signs for escape routes.

16. Outbreaks of Fire

The Fire Brigade shall be called on 999 to any outbreak of fire, however slight, and details thereof shall be given to the Duty Manager of the ACCT.

17. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. For businesses providing catering to the public, Ashington Community Centre takes no responsibility for claims arising from the provision of food and beverages.

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 ACCT Trustees and the 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.
- (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, including any of their equipment against the Hirer's liability under paragraph 19(b) 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 Duty Manager. 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 in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR), the Duty Manager will assist in this process.

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

21. 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.

22. Animals

The Hirer shall ensure that no animals (including birds) except guide and assisted 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.

23. 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.

24. 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 noise to reasonable levels, be considerate of neighbours and other users and comply with any other licensing condition for the premises.

25. 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 in item 12.

26. 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.

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.

27. 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.

28. 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.

29. Data Protection

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.

Appendix 1 - Definition of "Clean and Tidy"

1. Wipe up any spills or marks on floors e.g. Muddy footprints etc.
2. Sweep up any debris.
3. All waste to be bagged and put in the bin outside.
4. Wipe down tables before putting them away neatly. Put tables carefully on the trolleys and stack chairs 10 high (no more, no less) using the trolleys provided.
5. Check the toilet areas for floor debris e.g. Paper towels put in bins and flush toilets.
6. Check all taps are turned off.
7. Wipe down kitchen surfaces.
8. Wash up all cups, saucers, glasses etc. and put away.
9. Take all your belongings home.
10. Put everything back where you found it.

Following these simple rules help us to reduce our cleaning costs and allows us to keep the hire charge as low as possible.

If we need to clean up after your event, we will charge you an extra £60 per hour, if you have not already booked a cleaning service ahead of the event. The Caretaker will let you know if he/she is happy with the condition of the building.

PLEASE MAKE SURE ALL LIGHTS ARE TURNED OFF WHEN YOU LEAVE.

THANK YOU

Appendix 2 - Emergency procedure

IN THE EVENT OF A FIRE:

PLEASE LEAVE THE PREMISES AS QUICKLY AS POSSIBLE AND ASSEMBLE IN THE CAR PARK, THEN CONTACT THE FIRE BRIGADE ON 999

FIRE EXITS:

TWO EXITS AT THE SIDE DOORS IN THE LARGE HALL
ONE EXIT AT THE MAIN ENTRANCE
ONE EXIT IN THE TOILET CORRIDOR AT THE BACK OF THE HALL
TWO EXITS IN THE MAIN KITCHEN
ONE EXIT ON EACH SIDE OF THE STAGE (SMALL HALL)
ONE EXIT IN BOTH MEETING ROOMS

PLEASE NOTE:

These are strictly no smoking/vaping premises
Naked flames are not permitted (except candles on cakes)
First aid boxes can be found in the kitchens
An accident book is located in the kitchens with the first aid boxes