



Terms of Hire for Bobbersmill Community Centre

1. Under these Terms and Conditions the following words shall have the following meanings:

"KI" shall mean Karimia Institute

"Caretaker" - shall mean the current caretaker of the Community Centre

"Centre" - shall mean the Bobbersmill Community Centre indicated on the Booking Form or any part thereof which shall be the subject of a hiring

"Hirer" - shall mean the person, persons or body wishing to use the Centre or any part thereof

"Hire charge" - The amount payable to Karimia Institute for hiring the Centre

2. The accompanying hiring application form, completed by or on behalf of the **Hirer** - who must be at least 18 years of age - and counter-signed on behalf of the **KI**, shall confirm the hiring, and must be made available for inspection at the **Centre** during the hiring period(s). The person completing the application form and by whom it is signed shall be considered the **Hirer**. Where a promoting organisation is named on the form that organisation shall also be considered the **Hirer** and shall be jointly and severally liable with the person who signed the form.

3. All payments should be made online via SumUp, which will mostly always be upfront except on rare occasions.

Payment of the **hire charge** for one-off bookings must be made at least one Week prior to the booking time; or as otherwise determined by the **KI**. Failure to do so may lead to the cancellation of the hiring.

Payment of the **hire charge** for regular bookings should be made within 10 working days (2 weeks) of the date of the invoice. If payment has not been received by that date a reminder will be issued to the **Hirer**.

If a reminder is issued on more than two occasions (within a twelve month period), an administration charge will be levied.

If payment is not received in full within 6 weeks of the date of the invoice, the hire agreement will be automatically revoked; and action taken to recover payment.

4. The **hire charge** covers lighting and heating and of such furniture and equipment as is provided by the **KI** in the room hired unless stated otherwise. Any additional chairs or furniture must be provided by and shall be at the sole risk and expense of the **Hirer**.

5. The **Hirer** shall be entitled to full use of the part of the **Centre** to which the hiring relates solely for the hiring period(s) referred to on the completed confirmation of the booking form, which shall include any time required by the **Hirer** for the purposes of setting up and clearing up. The **Hirer** must not permit the hired room to be used for any illegal activity.

6. The **KI** must be notified of any cancellation by the **Hirer** at least 14 days prior to the hiring, after which time the **KI** may at its discretion refund less than the full **hire charge**. If a cancellation occurs at shorter notice it is the **Hirer's** responsibility to let the **KI** know immediately by email; and confirm in writing.

7. The **KI** reserves the right to close or prohibit the use of the **Centre** without giving any reason. In such cases, the **KI's** liability shall be limited to a refund of the **hire charge**.

8. The **Caretaker** or authorised representatives of the **KI** are empowered to enforce the conditions of **hire** and to refuse entry to or require persons to leave the premises.

9. Except in the case of an emergency all persons entering or leaving the **Centre** must do so via the designated main entrance. The emergency exits must not be used for this purpose. The **Hirer** must familiarize themselves with regard to the position of the emergency exits and any evacuation procedures. It is the **Hirer's** responsibility to ensure that all emergency exits in the room hired remain clear and accessible during hire.

10. THE SAFETY OF THE HIRER AND EVERYONE FOR WHOM THE HIRER IS RESPONSIBLE IS PARAMOUNT. Therefore, if during the hiring the alarm starts ringing, the Hirer MUST WITHOUT DELAY ENSURE THAT EVERYONE EVACUATES THE BUILDING in a safe and orderly fashion. THE HIRER IS NOT EXPECTED TO STAY IN THE BUILDING TO FIGHT A FIRE WHICH HAS NOT BEEN EXTINGUISHED IMMEDIATELY.

11. The **Hirer** shall during the hiring be responsible for the efficient supervision of the hired room including the effective control of children, the orderly and safe admission and departure of persons to and from the **Centre** and the orderly and safe clearance of the **Centre** in the case of an emergency. In particular, the person who signed the confirmation of hiring form shall be the person designated to take responsibility for the welfare of any disabled users, and for assisting in their safe and orderly evacuation in the case of an emergency.

12. In the absence of prior agreed arrangements to the contrary with the **KI**, all property belonging to the **Hirer** shall be removed immediately at the end of the hiring. In the event of the **KI** having to remove such property, the **Hirer** shall be liable for the cost incurred by the **KI** in such removal. This condition shall also apply to the utensils, refreshments, etc. of a caterer engaged by the **Hirer**, and the **Hirer** shall be responsible for ensuring that such caterer leaves all parts of the **Centre** where such refreshments are prepared and/or served in a clean and tidy condition at the end of the hiring. The **Hirer** shall also ensure that all areas of the **Centre** associated with the hiring are left in a clean and tidy condition at the end of the hiring period.

13. The **KI**, its officers and agents shall not be responsible for the loss, theft or removal of any product brought to or left in or on any part of the **Centre** (whether in locked cupboards or cabinets or not), and the **Hirer** shall indemnify the **KI** and its officers and agents from and against all claims, demands, actions and proceedings in respect of such loss.

14. The **Hirer** must ensure that all doors giving egress from the **Centre** shall be kept shut but unlocked and immediately available for exit during the whole of the hiring, and that no obstruction is placed or allowed to remain against any door or in any corridor or passageway within the **Centre**. The **Hirer** must ensure that any access control system is used to control access to the **centre**. The **Hirer** must ensure that the **Centre** is not left unattended at any time during the hiring.

15. The **Hirer** must take measures to ensure at the conclusion of the hiring period, that prior to leaving all exits are secured, and that the intruder alarm is set and the main exit is locked on departure (as per procedures specified in the induction to the building). The only exception to this requirement is if the next **Hirer** and/or the **Caretaker** is actually present and takes responsibility for securing the building.

16. The **Hirer** shall indemnify the **KI** against all claims, demands, actions and proceedings arising out of any infringement or copyright or the unauthorized playing, performance or use of any record, apparatus or equipment during the hiring of the **Centre**.

17. The **Hirer** shall indemnify the **KI** against all claims, demands, actions or proceedings in respect of the death of, or injuries to any person howsoever caused at the **Centre**. It is essential that the **Hirer** has liability insurance cover for the hiring activity, and including Public Liability, and must furnish the **KI** with a copy of this insurance policy on request.

18. Every **Hirer** who has charge of children or vulnerable adults during the course of a hiring period must have a Safeguarding Policy; and would be expected to be in possession of a Disclosure & Barring Service (DBS) check. The **Hirer** must furnish the **KI** with a copy of the Safeguarding Policy on request

19. Full details of any accident sustained during the hiring must be notified by the **Hirer** to the **KI** as soon as practicable and in any event not more than twenty-four hours from the occurrence thereof.

20. The **Hirer** shall be responsible for, and shall pay to the **KI** on demand the amount of any damage done or occasioned to the premises or to the fixtures, fittings, apparatus, equipment, furniture, crockery, utensils or other property of the **KI** during the use of the **Centre** by the **Hirer**; the amount of such damage shall be certified by the **KI's** Surveyor whose decision shall be final. In particular, no nails or screws shall be driven into any part of the **Centre**, no decoration or notices (external or internal) shall be put up and no alterations made in the arrangements of the **Centre** except with the approval of the **KI** and such approval to be subject to such conditions as the **KI** may specify.

21. Explosives, inflammable liquids or unnecessary inflammable articles shall not be brought into or used in any part of the **Centre**.

22. No part of the **Centre** shall be used for the sale of furniture or other goods by auction or otherwise except when the **Centre** is specifically hired for the purpose of holding a sale of work or other similar hiring and in such case any auction or sale shall be incidental to the main purpose of the hiring and approved in writing by the **KI**.

23. The **KI's** Officers, together with its authorised agents and contractors, shall at all times during the hiring have free access to the **Centre** and instructions must be given by the **Hirer** to permit their admission.

24. No dogs or other animals shall be brought into the **Centre** except for guide or assistance dogs.

25. The **Hirer** shall at all times comply with the instructions of the **KI** or **Caretaker**.

26. The **Centre** shall not be used for any purpose other than that for which it is specifically hired.

27. The **Hirer** must not engage in, or allow others to engage in, any activities which promote extremist* views, or activities which might lead to the radicalisation* of any individuals; or to the planning or execution of any criminal or terrorist* acts.

The **Hirer** also has a responsibility to notify the **Karimia Institute** if they are aware that, or have reasonable ground to suspect that, any activities are being undertaken by those within their charge during the hire, which promote extremist* views, or which might lead to the radicalisation* of individuals; or to the planning or execution of any criminal or terrorist* acts.

(* terms as defined by the UK Government 'Prevent Strategy' 2011)

28. The **Hirer** shall use the fixed and/or portable items of electrical equipment provided by the **KI** in the **Centre**. The use of other electrical appliances brought to the **Centre** by the **Hirer** or his/her/its agent (e.g. caterer) shall be entirely at the **Hirer's** risk, and must be PAT tested. The **Hirer** shall be liable to the **KI** for any loss or damage, direct or indirect, caused by the use of such appliances.

29. **A strict no smoking policy** applies to the **whole of the Centre** including any grounds. **Hirers** are required to ensure that this policy is rigidly adhered to at all times.

30. The **Hirer** shall obtain all licenses or consents which may by law be required in connection with any entertainment which shall take place in the **Centre** during the period of hire. The terms and conditions of all licenses and consents issued in connection with the **Centre** or any part thereof or the use of the **Centre** for any entertainment shall be observed and performed.

31. No Alcohol shall be sold, supplied, or consumed on the premises.

32. In the event of a hiring being disrupted by violence or anti-social behavior (or the threat of either) from persons outside the **Centre**, the **Hirer** is advised to contact the police immediately and not to put him/herself at any risk by confronting the perpetrators.

33. Any complaints regarding the use of the **Centre** or any of the arrangements connected therewith must be made in writing to the CCT within twenty-four hours of the occurrence.

34. Any notice demand or request by the **KI** to or upon the **Hirer** may be sent by ordinary prepaid post addressed to the **Hirer** at the **Hirer's** address given in the application form and shall be deemed to be made or served at the time when the letter containing the same would be delivered in the ordinary course of post.

PRIVACY STATEMENT

Personal Data Privacy

Karimia, is committed to protecting your privacy; and we are responsible for the storing and processing of all personal data in a fair, lawful, transparent, and secure way.

Personal Data Held

The only personal data we hold are the names, addresses, and contact numbers, as supplied to us on this Booking Form.

What this data is used for

We use the data supplied by you to facilitate the hire of space at the community centre named on this form.

Why you need to supply this data

You are not obliged to provide the information requested here; but you need to do so if you wish to enter into a contract between yourself (or the organisation you represent) and Karimia, for the purpose of hiring space at this community centre.

Who we may pass this information on to

The data provided on these forms will not be made available to the public; but will be passed to Karimia Staff involved in the hire of space, and payment of hire charges.

How long we keep this information

This data will be held for two years, after which records will be deleted; except where there is any legal action, or investigation in respect of the hire, pending.

The information provided by you may also be used for the purpose of any other function carried out by the Karimia Institute.

The new data protection law known as the General Data Protection Regulation provides for the following rights as prescribed by the legislation:

- A right to request a copy of your information
- A right to request rectification of inaccurate personal data
- A right to request erasure of your data known as 'the right to be forgotten'
- A right to in certain circumstances to request restriction of processing
- A right in certain circumstances to request portability of your data to another provider
- A right to object to processing of data in certain circumstances
- A right regarding automated decision making including profiling

Please note that if you are unhappy with a decision regarding the handling of your data you have the right to complain to the Information Commissioner's Office at Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. See also the Information Commissioners website at .