

Crookham Village Parish Council



Hareshill Community Centre

Standard Conditions of Hire (REGULAR HIRERS)

HIRE OF FACILITIES

1. Age Requirement

The Hirer and any authorised deputy, must be aged 18 or older.

2. Supervision

The Hirer has full responsibility for the premises during the hire period and must ensure that all management and supervision conditions are met. This includes preventing any damage to the premises or its contents and ensuring the safety and good behaviour of all users. Any damage or loss, which also includes the car park, must be rectified or paid for as directed by Crookham Village Parish Council.

3. Use of Premises

The Hirer must only use the premises for the agreed purpose. The Hirer may not sub-hire the premises; permit unlawful activities to be committed or endanger the premises. Activities that may damage floors, such as roller-skating and tap-dancing, are prohibited.

4. Debt Recovery

Failure to pay within 30 days may result in debt recovery actions and cancellation of future bookings. New hirers will be asked to pre-pay for their bookings for an initial hire period whilst a good payment history is established.

5. End of Hire

The Hirer must leave the premises on time, ensuring it is clean, tidy, and secure. Any failure to do so will result in the Hirer covering any associated costs or losses.

6. No Rights

The Hire Agreement grants permission to use the premises but does not confer any tenancy or occupancy rights.

ACTIVITIES & BEHAVIOUR ON SITE

7. Car Park

Attendees should park in designated spaces and not obstruct the access road.

8. Heating

No unauthorised heating appliances are allowed, including LPG appliances.

9. Animals

Only guide/assistance/therapy dogs are allowed unless agreed otherwise. No animals whatsoever are to enter the kitchen area at any time.

10. Children Act Compliance

Activities involving children must comply with the Children & Social Work Act 2017. All hirers running activities for children or vulnerable adults must provide evidence of all required checks in advance eg DBS certification. Centre Managers may also request a copy of their child protection policy.

11. Coaching/Teaching

All coaching or teaching activities require relevant qualifications. These must be from a recognised sport or coaching body and be provided to Centre Managers in advance of hire of the facilities.

12. Fly Posting

Fly posting and unauthorised advertising is prohibited, and the Hirer must indemnify Crookham Village Parish Council against any breach. Failure to observe this condition may lead to prosecution by the local authority.

13. Sale of Goods

If selling goods on the premises, the Hirer must comply with Fair Trading Laws, ensuring clear pricing and organiser details are prominently displayed.

14. Film Shows

Age restrictions must be enforced, and appropriate copyright licenses obtained.

15. Noise

Noise must be minimised, particularly during late-night or early morning arrivals and departures. The Hirer must, 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. Please note that all licenced activities and therefore all noise, must cease by 23:00 Monday – Saturday and by 22:00 on a Sunday. Please respect our neighbours and leave quietly.

16. Stored Equipment

Crookham Village Parish Council accepts no responsibility for any stored equipment or other property brought on to or left on 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 a daily fee will be charged. If items are not collected, Crookham Village Parish Council reserve the right to dispose of any items. Crookham Village Parish Council is not liable for any stored equipment.

17. Dangerous and Unsuitable Performances

Performances involving danger to the public or of a sexually explicit nature are expressly forbidden.

18. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer must prevent excessive alcohol consumption and ensure no drunk or disorderly behaviour takes place. They must ensure alcohol is not served to anyone under the age of 18 years old or to anyone who is suspected of being drunk. Any person suspected of being drunk, under the influence of drugs or behaving in a violent or disorderly way must be asked to leave the premises. Illegal drugs must not be brought on to the premises and their use on site is prohibited.

19. Smoking/E-Cigarettes

Smoking and vaping are prohibited inside and immediately around the Centre. It is the hirers responsibility to ensure all invitees comply.

20. No Alterations to the Premises

No alterations or added fixtures may be made to the premises without written approval. Any approved items may remain at the discretion of the Parish Council and will become their property. It is the hirers responsibility to make good any damage they may cause.

LICENSABLE ACTIVITIES

The Hirer must ensure the appropriate licences are in place for any licensable activities that they plan to undertake.

21. Gaming, Betting and Lotteries

The Hirer must ensure no activities contravene laws on gaming, betting, or lotteries.

22. Sale of Alcohol,

Please note that a Temporary Event Notice (TEN), is required for the sale of alcohol on site.

Where a TEN has been obtained to cover licensable activity on the premises, a copy of the TEN must be supplied on to Crookham Village Parish Council with the signed Hire Agreement as this is a legal requirement. Crookham Village Parish Council reserves the right to decline bookings, even when covered by a TEN.

23. Music Copyright

The Centre has a licence with the PPLPRS Ltd for the performance of copyright music.

24. Maximum Capacity

The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers and to advise the Hareshill Community Centre Manager if the event will include a closely seated audience.

SAFETY & SECURITY

25. Public Safety Compliance

The Hirer must comply with all safety regulations, including fire safety and emergency procedures. The Hirer acknowledges that they have read the Fire Safety Policy & Information document provided which form part of this document. As a result, they are aware of the following:

- a. the action to be taken in event of fire (including calling the Fire Services and evacuating the hall)
- b. the location and use of fire equipment
- c. the escape routes from the building and the need to keep them clear
- d. the importance of any fire doors and of closing all fire doors at the time of a fire

26. Means of Escape

All exits must be kept clear and available for immediate use.

27. Outbreaks of Fire

Any fire outbreak must be reported, firstly to the Fire Services and secondly Centre Managers.

28. Health and Hygiene

The Hirer must comply with all food health and hygiene regulations if preparing or serving food.

29. **Electrical Appliance Safety**

Any electrical appliances brought to the premises must be safe and compliant with regulations. Proof of PAT testing may be requested at any stage.

30. **Accidents and Dangerous Occurrences**

A First Aid Kit is located in the kitchen.

The Hirer must report all accidents involving injury to the public to the Hareshill Community Centre Manager(s) as soon as possible and complete the relevant section in the Hareshill Community Centre Accident Book (located in the kitchen).

Any failure of equipment belonging to the Centre must also be reported as soon as possible.

Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Hareshill Community Centre Manager(s) will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

- Telephone: 0845 3009923
- Facsimile: 0845 3009924
- Website: www.riddor.gov.uk or via the HSE website: www.hse.gov.uk
- Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

31. **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 Hareshill Community Centre Manager(s). No decorations are to be put up near light fittings or heaters.

Decorative candles (incl. tea lights), **smoke machines**, indoor fireworks and similar items are not permitted. Birthday cake candles may be lit but should remain alight for the minimum amount of time possible.

32. **Security**

The Hirer (or their representative) will be issued with Centre keys and an alarm fob for ease of access. The Hirer (or their representative) must be present in the building at all times during the agreed hire period. At no time must the building be left empty and unlocked and unalarmed.

Whilst the hirer occupies the building, they are responsible for ensuring the front door remains closed and secured at all times when unattended. This is to prevent people not booked at the Centre, or invited to attend a booking at the Centre, gaining access to the building.

Failure to do this may result in non-return of the hirer's paid security deposit. Withholding such deposit shall not preclude Crookham Village Parish Council from seeking such damages from the Hirer as may be appropriate for any breach of the Conditions of Hire.

A charge will be levied in the event of loss of keys.

INSURANCE

33. **Insurance and Indemnity**

As the Hirer, you are responsible for:

- Any damage to the building (and the immediate area surrounding the building) or its contents during your hire, whether accidental or intentional. Your responsibility extends to covering the cost of any repairs to damage.
- Any claims or costs (including property damage or injuries) made against Crookham Village Parish Council, its staff, volunteers, or visitors because of your use of the venue, including storage of equipment.
- Any claims or costs made against Crookham Village Parish Council due to any nuisance caused to others by your use of the venue.
- Crookham Village Parish Council has its own insurance to cover certain liabilities (like building damage). However, if there's any **excess** on the insurance policy (the amount not covered by insurance), or if the insurance does not cover the full cost, you will need to pay the difference.
- In some cases, particularly for non-commercial events, the Council may cover additional liabilities (such as injury or nuisance claims). If this happens, you are still responsible for covering any **excess** or any part of the claim that isn't covered by the insurance.
- If the Council does not cover these liabilities, you must have your own insurance to cover potential claims or damages. You may be asked to show proof of this insurance before your event. If you can't provide this, your booking could be cancelled.
- Please note that the Council is insured for any claims that arise from its own negligence.

CANCELLATION

34. Cancellation

Crookham Village Parish Council must be given 4 weeks' written notice of cancellation of a specific date within the regular hire period to avoid full hire fees being due. In the event of cancellation by the Hirer of any remaining block bookings, the Hirer must give at least 4 weeks' written notice in writing. Failure to do so will require payment of your hire fees due in full. Transfer of payment to other bookings is not permitted.

Crookham Village Parish Council reserves the right to refuse hire to certain individuals, organisations or particular functions and to cancel or amend bookings if necessary. Any such cancellations or amendments will be notified to the Hirer in advance. In any such case the Hirer shall be entitled to a refund of any fee already paid, but Crookham Village Parish Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever. Crookham Village Parish Council reserves the right to review hire charges with notice.

PRIVACY & DATA

35. Privacy and Data

The Parish Council's Privacy Notice can be viewed on their website. Data is kept within the Council's database and not shared with third parties.

We would love to keep in contact with you, and you can request to see what data we have on you at any time by e-mailing office@hareshillcentre.org or calling 01252 615003.

If you wish to stop receiving communications from this Council please email clerk@crookhamvillage-pc.gov.uk with STOP EMAILS in the subject line.

Please note that we may check back with you to confirm it really is you making the request before we delete you from our systems.

22 November 2024