



Bullingdoncommunityassociation.co.uk

## Conditions of Hire Form

Bullingdon Community Association(BCA) agrees to let to ..... (the hirer) the room(s) on the dates and time(s) as specified in the Booking Confirmation Form.

**The Hirer**, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

**1. One off activities** The hirer agrees to pay the Room Hire Rates in force at the date of this agreement payable in advance. There will be a deposit for all events which will be refunded in full subject to full compliance with these terms and conditions. Payment of deposit must be received in order for the booking to be confirmed. This must be paid at least 4 weeks prior to the event. Room hire must also be paid at least one week prior to the event. Proof of ID and address may be required. Bookings for 15-21 year old birthday parties are unfortunately no longer being taken.

**2. Regular Activities** The hirer agrees to pay the room hire rate in force at the start of the agreement. A deposit may be required prior to the booking being confirmed. The hirer will be billed at the end of each month and payment must be received within 30 days. Proof of address may be required.

**3. Use of the 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 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 allow the consumption of alcohol thereon without written permission. No smoking is allowed within the building or the gardens. Smoking is only permitted in the car park. No children are allowed in the kitchen. The hirer shall ensure that the maximum occupancy of rooms(including children) is not exceeded viz Main Hall 80 person(60 seated); Rear Hall 40 persons; Meeting Room 20 persons. There is public wi-fi available on the premises

**Please note there is no collection of rubbish for users of the centre. Please bring bin liners and take all your rubbish home with you.**

Smoke/Dry ice machines are not permitted. Use of materials such as paint glue etc should only be used with prior agreement and with adequate protection for the fabric and fixtures in the centre. Do not fasten anything to the walls. Bouncy castles are permitted but the hirer is responsible for insuring this activity and for any loss, damage or personal injury resulting from their use.

**4. Supervision** The Hirer 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 hirer is responsible for the laying out and clearing away of furniture and equipment in the premises and agrees to leave the premises which includes the room hired as found and the toilets, kitchen and corridors reasonably clean and free of litter and refuse. Failure to do so may result in the deposit being withheld Any loss or damage to fixtures fitting or property of BCA must be reported to the Buildings Manager as soon as reasonably possible. As directed by the Association, the Hirer shall make good or pay for

all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents

**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. Licensable activities** The Hirer shall ensure that the Association holds a PRS for Music 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 premises, the Hirer should ensure that they hold the relevant licence or that the Association holds it.

**Alcohol** No alcohol may be bought or sold for consumption on or off the premises unless the hirer has, with the consent of BCA, obtained a temporary licence from the relevant licensing authority.

The Association does not hold a current TV licence making the watching of live or recorded programmes that are listed on i-player and similar broadcasters prohibited on the premises.

**7. Public safety compliance** The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Centre's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol provided, or which is attended by children. The hirer shall also comply with the Association's health and safety policy. Please note there is no First Aider on the premises or a public telephone in the building. Please use your mobile if an emergency arises.

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 Service and evacuating the building.;
- 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.

b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts 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 is no obvious fire hazard on the premises.

### **8. 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).

**9. Outbreaks of fire** The Fire Service must be called to any outbreak of fire, however slight, and details thereof shall be given to the Buildings Manager or Secretary.

**10. 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 Safety (Temperature Control) Regulations 1995. The premises are provided with a refrigerator and Freezer. Certificates of food hygiene rating and Level 2 award in Food safety in catering certificates where applicable must be displayed.

**11. 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 and any subsequent legislation. Equipment must have a current PAT test certificate. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public

safety. On no circumstances are multi-plug sockets to be used.

## **12. Insurance and indemnity**

(a) The Hirer shall be liable for:

(1) extra cleaning costs incurred because of the condition of the hall after their let  
(2) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises;

(ii) all claims, losses, damages and costs made against or incurred by the Association, its employees, volunteers, agents or invitees 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

(iii) all claims, losses, damages and costs made against or incurred by the Association, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer and, subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Association's Management Committee and the Association's employees, volunteers, agents and invitees against such liabilities.

(b) The Association shall take out adequate insurance to insure the liabilities described in sub-clause (a) (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Association shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Association's Management Committee and the Association's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Association does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Association's authorised representative. Failure to produce such policy and evidence of cover will render the hiring void and enable the Association to rehire the premises to another hirer.

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

## **13. Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public to the Buildings Manager, or, failing that, to the Secretary of the Management Committee as soon as possible and complete the relevant section in the Association's accident book. Any failure of equipment belonging to the Association or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported. The Authorised Representative will give assistance in making this report. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

**14. Explosives and flammable substances.** The Hirer shall ensure that:

Highly flammable substances are not brought into or used in any part of the premises and that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Association. No decorations are to be put up near light fittings or heaters.

**15. 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 Association. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## **16. Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours and to 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 or to any person suspected of being 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 must be asked to leave the premises. No illegal drugs may be brought onto the premises.

### **17. Animals**

The Hirer shall ensure that only guide dogs and assistance dogs are brought into the premises and are kept on leads and under control at all times. No other animals or birds may be brought into the premises, other than for a special event agreed to by the Association. No animals whatsoever are to enter the kitchen at any time.

### **18. Compliance with the Children Act 1989 and subsequent legislation, including work with vulnerable adults**

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 subsequent legislation and that only fit and proper persons who have obtained Disclosures from the DBS 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 Association with a copy of their DBS Check and Child Protection Policy on request.

### **19. 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 Association's Management Committee 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.

### **20. 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.

### **21. Film shows**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

**21 Deposit** The deposit will be refunded within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents, no use of cooker made without additional payment, no extra time has been used, no extra cleaning resulted nor have any complaints been made to the Association about alcohol, noise or other disturbance during the period of the hiring as a result of the hiring.

### **22. Cancellation**

Regular Activities The Hirer or the Association must give at least two month's notice to cancel this agreement.

One off activities. If the Hirer wishes to cancel a booking before the date of the event:

4 weeks' notice or longer	A full refund of hire charge will be given.
2-4 weeks' notice	50% refund of hire charge will be given
1 week's notice	25% refund of hire charge will be given.
Less than one week's notice	No refund of hire charge will be given.

(The refund will be taken from the deposit if the hire charge has not been paid)

There may be a £10 admin charge for a change in booking.

The Association reserves the right to cancel this hiring by written notice 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 Association 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;
- (c) the premises becoming unfit for the use intended by the Hirer;
- (d) 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. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Association shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

### **23. Beginning and end of hire**

The Hirer can access the room at the stated start time of booking. Music and bouncy castles must be turned off half an hour prior to the end of the booking time. The hirer shall be responsible for ensuring that all guests have left the premises and that the facilities used are in a clean and tidy condition, with any contents temporarily removed from their usual positions properly replaced by the stated end of the rental period. Failure to comply with these conditions will result in the forfeiture of part or all of your deposit.

**24.Noise** The Hirer agree to be considerate of the residents in the neighbourhood of the Community Centre and avoid making excessive noise. External doors and window should remain closed when the premises are being used for the performance or production of live or recorded music or where such music or any public address system is used in connection with any activity of the hirer.

**25. Equal Opportunities Policy.** The hirer agrees to abide by BCA's Equal opportunities Policy

### **26. Stored equipment**

The Association accepts no responsibility for any stored equipment or other property brought onto 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.

The Association may use its discretion in any of the following circumstances:

- Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended;
- Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Association disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

### **27. 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 Authorised Representative. The Hirer must remove all such articles at the end of the hiring unless otherwise agreed with the Association. Any unauthorised articles left on the premises will be disposed of by the Association as it thinks fit. The Hirer will make good to the satisfaction of the Association any damage caused by such installation and removal

### **28. No rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

### **29. Dangerous and unsuitable performances**

Performances involving danger to the public or of a sexually explicit nature shall not be given.

Please note: we are closed all bank holidays and between Xmas and New Year.