NORTH PETHERTON COMMUNITY CENTRE MANAGEMENT COMMITTEE
CHARITY NUMBER: 291048

STANDARD CONDITIONS OF HIRE

If you have any doubt as to the meaning of any of the Conditions, you must seek clarification from either the Booking's Secretary or Community Centre Secretary without delay.
When either signing a Hire Agreement or by clicking the appropriate acceptance box on the online Booking Request Form, you have stated how you have read and agree to these Conditions of Hire, our Privacy Policy and the Additional Information Sheet for Hirers.

1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for overseeing 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.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for:

i) supervision of the premises, the fabric and the contents.

ii) Care of the premises, safety from damage however slight or change of any sort; and

iii) 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.

As directed by the Booking's Secretary, 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.

3. Use of premises

The Hirer shall not use the premises (Including the car park) for any purpose other than that described in the Hiring Agreement and shall not sub-hire without the Committee Approval or use the premises or allow the premises to be used for any unlawful purpose or unsuitable purpose or in any unlawful way do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies. The Hirer is responsible to ensure the numbers of people using each room is never more than that permitted for each room (see the Hall's web site or notice board).

4. Insurance and indemnity

4.1 The Hirer shall be liable for:

a) 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.

b) The cost of repair of any damage (including accidental and malicious damage) done to our Wi-Fi service.

c) All claims, losses, damages and costs made against or incurred by the Management Committee, their 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 your use of our Wi-Fi service, and

d) All claims, losses, damages and costs made against or incurred by the Management Committee, 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 Management Committee and the Community Centre's employees, volunteers, agents and invitees against such liabilities.

4.2 The Management Committee

We shall take out adequate insurance to ensure the liabilities described in sub-clauses (4.1) (a) and (4.1) (b) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (4.1) (c) and (d) above. The Management Committee shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Management Committee and the Community Centre'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 Community Centre does not insure the liabilities described in sub-clauses (4.1)(c) and (4.1) (d), 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 Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking's Secretary to rehire the premises to another hirer.

(d) The Community Centre is insured against any claims arising out of its own negligence.

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. Music Copyright licensing

The Hirer shall ensure that the Community Centre holds a Performing Rights Society Licence (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate you must hold such licences.

7. Music

The hirer must have our written permission for performance of live music and the playing of recorded music under the Deregulation Action 2015. This Agreement confers that permission.

8. Film

It is the sole responsibility of the Hirer to ensure all copyrights laws are observed and that any royalties due are paid direct to the appropriate proper authority. You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have written permission to show a film)

9. Television

The Management Committee does not own a TV license and it is the sole responsibility of the Hirer to ensure all persons during their hire period do not use devices for unlicensed TV viewing or ensure they have their own valid TV licence should they wish to watch any TV program or any streamed TV.

10. Safeguarding Children, young people, and vulnerable adults

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and conform to the Hall's Hiring Policy, Safeguarding Policy and the associated Statement Specific to the use of Hall by Children. When requested, you must provide us with a copy of your Safeguarding policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS)

11. Public safety compliance and accordance with fire regulations

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Community Centre's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The hirer shall also comply with the Community Centre's health and safety policy.

The Fire Brigade must be called to any outbreak of fire, however slight, and details thereof shall be given to the Booking's Secretary for immediate onward transmission to the Secretary of the Management Committee.

(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 and evacuating the hall.
- 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 are no obvious fire hazards on the premises.
- You conduct a fire safety briefing for all those involved in the activity taking place.

12. Car Parking

You must ensure that vehicles parking at the Community Centre use the car park provided and that the public highway is not obstructed in any way. Disabled parking is available and is marked appropriately. Cars must not be parked in such a way to obstruct other vehicles or pedestrian access. All vehicles parked at the Community Centre is at the owner's risk.

13. 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, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

14. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that to avoid disturbing neighbours to the Community Centre and avoid violent or criminal behaviour:

a) No-one attending any event should consume excessive amounts of alcohol.

b) No illegal drugs are brought on the premises.

Drunk and disorderly behaviour is not 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 suspected of being under the age of 18. Photographic proof of age shall be required from persons seeking to purchase alcohol (from our bar) who appear to be under 18 years of age. 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 in accordance with the Licensing Act 2003.

15. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. Dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer.

16. 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. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety.

17. Stored Equipment

At its discretion and subject to space availability, the committee may allow certain items to be stored provided they meet fire safety standards. The Community Centre 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.

All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged by the hour at the hire fee per hiring until the same is removed.

The Community Centre may, use its discretion, to dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we

incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

(a) 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

(b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring.

18. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc in a tidy and responsible manner, so as not to cause a fire.

19. Accidents and dangerous occurrences

The Hirer must report to us as soon as possible any failure of equipment or equipment brought in by you. You must report all accidents involving injury to the public to a member of the Community Centre Management Committee as soon as possible and complete the relevant section in the Community Centre's Accident Book located in the Kitchen. You must report certain types of accident or injury on a special form to the Incident Contact Centre. The Community Centre Booking's Secretary 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: 0345 3009923 (Mon-Fri 08:30 – 17:00)
- HSE website: www.hse.gov.uk

20. 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

(b) No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

(c) Candles are not permitted to be used in any area of the hall for any purpose whatsoever.

21. 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 management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

22. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs, hearing dogs and assistance dogs are brought into the premises, other than for a special event agreed to by the Management Committee. No animals whatsoever are to enter the kitchen at any time.

23. 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 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.

24. 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.

24. Wi-Fi Services

When using the Wi-Fi service, you always agree to be bound by the following provisions:

24.1 Not to use the Wi-Fi service for any of the following purposes:

a) Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws.

b) Transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liberty, or otherwise breaches any applicable laws, regulations or code of practice.

c) Interfering with any other persons use or enjoyment of the Wi-Fi service; or

d) Making, transmitting, or storing electronic copies of material protected by copyright without permission of the owner.

24.2 To keep any username, password, or any other information that forms part of the Wi-Fi service security procedure, confidential and not to disclose it to any third party.

25. Termination of the Wi-Fi service

We have the right to suspend or terminate our Wi-Fi service immediately if there is a breach of any of the provisions of these standard conditions including without limitation:

(a) If you use any equipment which is defective or illegal

(b) If you cause any technical or other problems to our Wi-Fi service.

(c) If, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service.

(d) If you resell access to our Wi-Fi service; or

(e) If you use our Wi-Fi service in contravention of the terms of these Standard Conditions.

26. Availability of the Wi-Fi service

(a) Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be always fault free or accessible.

(b) It is your responsibility to ensure that any Wi-Fi enabled devise used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to memory, storage and any other limitations in your device. Our Wi-Fi service is only available to your device when it is within operating range of the main hall.

(c) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of interruptions or performance issues with our Wi-Fi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device, or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

27. Dangerous and unsuitable performances

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

28. Alcohol

The Community Centre permits alcohol to be bought onto the premises for consumption, except when the Licensed Bar is open, this is subject to approval by the Booking Secretary during the booking process. Alcohol bought onto the premises for consumption (I.e. wine for a toast) when the bar is open will be subject to a corkage fee set and agreed by the licensee.

Alcohol bought onto the premises for consumption must not be sold, without the appropriate licence.

The Hirer should ensure that any Alcohol, shall not be given to any person suspected of being drunk nor to any person suspected of being under the age of 18.

29. CCTV

High-definition CCTV cameras are in 24 hour use to monitor the exterior and interior of the hall with the exception of any toilet areas. All images are retained for the following 14 days. Access is strictly limited and controlled. Police and other appropriate authorities may be allowed access if this is required in the event of an incident**.**

30. Continuing hires

The Community Centre reserves the right to give notice that specific dates otherwise considered booked, will not be available to accommodate special requirements of other hirers from time to time.

The Hirer may give notice that no presumed hire is possible for specific dates within the continuance. All such notices by either party should be given in writing at least 3 weeks in advance.

The Community Centre may agree to payment in arrears by such periodic hirers, but payment must be within 1 month or a 5% surcharge may be levied on overdue amounts.

31. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Community Centre is unable to arrange a replacement booking, the Management Committee may, at our discretion, refund all or part of the booking fee.

The Management Committee reserves the right to cancel this hiring by written notice to the Hirer in the event of:

(a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

(b) the Community Centre Management Committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) 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 monies already paid, but the Community Centre Management Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

32. End of hire

The Hirer is responsible at the end of the hire for making sure that:

- Cooking range and oven are turned off at the isolator switch.
- The premises and surrounding area are left clean and tidy, with all waste taken away from the premises by the users. Recycling can be left in the appropriate containers in the kitchen.
- Floors have been swept and any spillages that have occurred have been mopped up.
- All temporary items brought into the premises by the hirer are removed.
- All equipment, chairs and tables have been returned tidily to their storage positions and stacked as per the instructions displayed there.
- The premises are cleared of people and all fire exit doors, and all windows are locked.
- The kitchen and all toilets are checked to ensure no taps are left running.
- All lights are switched off (except for those sensors controlled in the lobby & toilets).
- The doors are properly locked and secured unless directed otherwise.

Failure to do the above, the Community Centre shall be at liberty to make an additional charge.

33. 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's Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Community Centre Management Committee remain in the premises at the end of the hiring. It will become the property of the Community Centre Management Committee unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

34. No rights

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

SPECIAL CONDITIONS OF HIRE

1. The Community Centre is not licensed for 18th birthday parties, public discos, or foam parties or use of smoke machines.

2. Photographic proof of age shall be required from persons seeking to purchase alcohol who appear to be under 18 years of age.