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## **Wavendon Community Centre - Conditions of Hire**

These conditions apply to all hiring of the Community Centre, Car Park and playing field). If the Hirer is in any doubt as to the meaning of the following, the Hall Manager should immediately be consulted.

The Hirer is responsible for adhering to the Operating Instructions, Instructions for Operating Equipment and Emergency Procedures (collectively referred to as the “Instructions”). It is the Hirer’s responsibility to ensure that copies of the Instructions are obtained and understood. If the Hirer is in any doubt about any of the Instructions, the Hall Manger should be consulted.

By going ahead with the hiring of the Community Centre, the Hirer is agreeing to these Conditions of Hire and complying with the Instructions.

### **1. Supervision**

The Hirer shall, during the period of the hiring, be responsible for: supervision of the Community Centre, 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 Community Centre whatever their capacity. As directed by the Hall Manager, the Hirer shall make good or pay for all damage (including accidental damage) to the Community Centre or to the fixtures, fittings or contents and for loss of contents.

### **2. Car Park**

The hirer is responsible for ensuring that vehicles are parked in an orderly way so as to avoid obstruction of the highway and that any parking requirements in the Instructions are followed. Alcohol must not be consumed in the the car park.

### **3. Use of Community Centre**

The Hirer shall not use the Community Centre for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the Community Centre or allow the Community Centre to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the Community Centre anything which may endanger the same or render invalid any insurance policies in respect thereof. All equipment hired can only be used within the facility and must not be removed.

### **4. Gaming, Betting and Lotteries**

The Hirer shall ensure that nothing is done on or in relation to the Community Centre in contravention of the law relating to gaming, betting and lotteries. The Hirer shall obtain any required licence or certificate prior to the booking of the Community Centre for use.

### **5. Licences**

The Hirer shall ensure compliance with all relevant legislation, orders and regulations and in particular those relating to music, singing, and the supply and sale of liquor.

The Hirer shall be responsible for obtaining such licences as may be needed, whether for the sale or supply of intoxicating liquor, and for the observance of the same. All liquor licences must be displayed at all times during the event. Failure to do so will result in the event being cancelled.

### **6. Licensable activities**

The Community Centre does not have a Performing Society Right Licence.

### **7. Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the Community Centre by the Fire Authority, Local Authority, the Licensing Authority 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 must ensure that the Community Centre is not occupied by more than 150 people in the Main Hall and 30 people in the Committee Room (Bar/function room Area) at any time.

### **8. Fire Precautions, Use of Flammable & Explosive Substances, and Emergency Procedures**

These form part of the Instructions and users must make themselves familiar with and adhere to them in particular the emergency procedures for fires and gas leaks.

**9. 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 in the Community Centre must be refrigerated and stored in compliance with the Food Temperature Regulations. The Community Centre is provided with one refrigerator.

**10. Gas and Electrical Appliance Safety**

The Hirer shall ensure that all gas appliances and electrical equipment belonging to the Community Centre and any electrical equipment brought in by the Hirer are used safely in accordance with the Instructions.

**11. Accidents and Dangerous Occurrences**

The Hirer 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. Any damage to Community Centre property or failure of equipment belonging to the Community Centre or brought in by the Hirer must be reported to the Hall Manager as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Manager will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). A form for reporting accidents / injury can be found next to the First Aid box in the kitchen.

**12. Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the Community 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 in the Community Centre or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor sold 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 shall be asked to leave the Community Centre. No illegal drugs may be brought into the Community Centre.

**13. Animals**

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

**14. Compliance with The Children Act 1989**

The Hirer shall ensure that any activities for children under eight years of age, that are not private functions, 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 Village Hall committee with a copy of their Child Protection Policy on request.

**15. 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 Community Centre, and shall indemnify and keep indemnified each member of the Community Centre'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.

**16. Sale of Goods**

The Hirer shall, if selling goods in the Community Centre, 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.

**17. End of Hire**

The Hirer must follow the Instructions with regard to the End of Hire. Should these not be followed the Community Centre shall be at liberty to make an additional charge.

**18. Noise**

The Hirer shall ensure that their use of the Community Centre avoids inconvenience to adjoining residential properties. The Hirer must follow the requirements of the Instructions.

**19. Stored Equipment**

The Community Centre accepts no responsibility for any stored equipment or other property brought on to or left at the Community Centre, 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 Community Centre may at its discretion, in respect of any equipment or property brought in to the Community Centre and not removed by the Hirer within 7 days after the hiring, dispose 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.

**20. No Alterations**

No alterations or additions may be made to the Community Centre nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Community Centre without the written consent of the Community Centre Committee and any such work shall be at the Hirer's cost and to the satisfaction of the Community Centre Committee.

**21. No Rights**

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

**22. Booking Administration****a. Payment for Hire**

The submission of a Booking Request Form to the Hall Manger must be accompanied by a personal cheque in the name of the Hirer for the total hire charges due plus a returnable deposit. The sum will be returned in full in the event of cancellation by the Hirer if made more than six weeks before the date of the planned event. Instructions on obtaining keys etc are given in the Confirmation of Booking Form and a copy of the booking form together with a copy of the Terms and Conditions of Hire will be sent by return from the Hall Manager to the Hirer. This deposit will be returned in full if the keys are returned as arranged and all Terms and Conditions of Hire have been adhered to.

**b. Regular Hire**

Regular hirer's will be subject to a 2 month probationary period, following which the Community Centre may at its discretion decide to renew or cancel the Hiring Agreement. During any regular hire period the Community Centre may, subject to 2 months notice to the Hirer, suspend the hire on an occasional basis in order to allow other organisations, who might otherwise be prohibited from using the Community Centre, to hire the Community Centre for a specific event. In any of the circumstances described above, the Community Centre undertakes to refund to the regular hirer any hire fees relating to the cancelled period(s) of hire, but no further monies will be paid for any actual or presumed loss of profit or for any other cause. Hirers are required to give the Hall Manger a minimum of 6 weeks notice either of occasional cancellation, or termination of the Hiring Agreement.

**c. Hire Period**

The hiring period shall be between the times specified in the Confirmation of Booking document. The Hirer should include time needed for preparation and clearing up in establishing the total period of hire required. The hirer is responsible for making sure that the Community Centre is not left unattended and/or unsecured at any time during, or at the end of the hire period. Hirer's will not be allowed access to the Community Centre before the hire start unless with the approval of the Hall Manger. Adequate time should be allowed at the end of events to ensure that the Community Centre is vacated at or before the end of the hire period, so as not to interfere with the needs of other users and to observe the Public Entertainment Licence Conditions for hours of use. Any additional time outside the specified period required for preparation and/or clearing up shall only be permitted with the confirmation of the Hall Manager.

**23. Insurance and Indemnity**

- (a) The Hirer shall be liable for:
  - (l) The cost of repair of any damage (including accidental and malicious damage) done to any part of the Community Centre including the curtilage thereof or the contents of the Community Centre.

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- (II) All claims, losses, damages and costs made against or incurred by the Community Centre management committee, their employees, volunteers, agents or invitees in respect of the damage or loss of property or injury to persons arising as a result of the use of the Community Centre (including the storage of equipment) by the Hirer and
  - (III) All claims, losses, damages and costs made against or incurred by the Community Centre 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 Community Centre by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Community Centre management committee and the Community Centre's employees, volunteers, agents and invitees against such liabilities.
- (b) The Community Centre shall take out adequate insurance to insure the liabilities described in sub-clauses (a) (i) above and may, in its discretion and in the case of non-commercial hirer's, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Community Centre shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Community Centre 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-clause (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 Community Centre Hall Manager. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Manager to rehire the Community Centre to another hirer.

The Community Centre has insurance which will indemnify them if they are held to be legally liable.

#### **24. Cancellation**

If the Hirer wishes to cancel the booking 6 weeks or less before the date of the event and the Community Centre is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Community Centre. The Community Centre reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the Community Centre 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 Community Centre as a result of this hiring
- (c) the Community Centre becoming unfit or unsafe for the use intended by the Hirer
- (d) an emergency requiring use of the Community Centre 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 Community Centre shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

#### **Notes**

The title and content of Section 14 has changed in Version 2.