

Currie Community Centre

Terms and Conditions of Hire

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Definitions

For the purposes of this agreement and the conditions of hire, the term

- “Hirer” shall mean an individual hirer or, where the “Hirer” is an organisation that organisation.
- “Committee” shall mean the Currie Community Centre Management committee
- “Premises” means those parts of the Currie Community Centre stated on the Booking form being those subject to this hire agreement.
- “Booking” means the contract between the Hirer and Currie Community Centre Management Committee as detailed and on the terms of this agreement (“the Booking Form” of which these conditions form part).
- “Period” means the time or times reserved under these conditions.
- “Function” means that described and authorised by the Booking.

If the Hirer is in any doubt as to the meaning of any of the conditions, the Booking Coordinator or Charity Coordinator should immediately be consulted.

Hire Agreement

In consideration of the Hire Fee detailed on the Booking Form, Currie Community Centre Management Committee agrees to permit the Hirer to use the Premises for the Function and for the Period(s) described in the booking form. All details inserted in the booking form are part of this Agreement. This Hiring Agreement includes these Standard Conditions and Special Conditions set out below.

Standard Conditions of Hire

1. Age

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.

2. 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. As directed by the Booking Coordinator, 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.

When applicable and to comply with the Public Entertainments Licence, the HIRER should have sufficient competent attendants on duty on the premises to assist people entering and leaving and generally supervising the function. It is the responsibility of the HIRER to ensure that an appropriate number of attendants are present, and to observe legal requirements if those participating are mostly teenagers and young people.

Children are not permitted in the Kitchen.

3. Use of premises

The Hirer shall not use the premises (including the outside areas) for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable 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.

4. Insurance and indemnity

A) The Hirer shall be liable for:

- i. 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 Currie Community Centre 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
- 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 premises 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) Currie 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 hirers, 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 Centres 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.

Where the Community Centre 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 Community Centres Booking Coordinator. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Coordinator to rehire the premises to another Hirer.

Currie 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 Currie Community Centre holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

7. Film

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.

8. Entertainment licence

The HIRER shall be responsible for obtaining such licences as may be needed the sale or the supply of alcoholic beverages or for the performance of entertainment and/or other such activities for which authorisation is required.

9. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Protecting Vulnerable Groups checks should 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 Currie Community Centre management committee with a copy of their PVG check and Child Protection Policy on request.

10. 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, and the Community Centre Fire Policy 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 Centres health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Charity and Centre Coordinator.

We recommend that all Hirers conduct an appropriate risk assessment prior to the commencement of hire.

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 and;
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box.

In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits for their means of escape are unlocked
- That all escape routes are free of obstruction
- That any fire doors are not wedged open.
- That there are no obvious fire hazards on the premises.

11. 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. Hires will terminate at 12 midnight unless dispensation is given in writing in advance.

12. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours of the Community Centre and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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.

13. 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 Temperature Regulations. The premises are provided with a refrigerator but not a thermometer.

14. 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.

For the purpose of doubt, it is the Hirer's responsibility to ensure all electrical appliances they bring into the centre has been PAT checked if older than 1 year.

15. Stored equipment

Currie 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 for each day or part of a day at the hire fee per hiring until the same is removed.

Currie Community Centre, may use its discretion 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. This may result in Currie Community Centre management committee 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.

16. 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. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall 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.

17. Accidents and dangerous occurrences

Any failure of equipment belonging to Currie Community Centre or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member of Currie Community Centre management committee as soon as possible and complete the relevant section in Currie Community Centre's Accident or Near Miss book., on display in the lounge.

18. 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 management committee. No decorations are to be put up near light fittings or heaters.

19. 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.

20. Animals

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

21. 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 Currie 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.

22. 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.

23. Cancellation

If the Hirer cancels the booking at least four weeks before the date of the event, Currie Community Centre will return in full the deposit and any fees already paid. If the Hirer cancels the booking between two and four weeks before the date of the event, Currie Community Centre will return the deposit and 50% of any hire fees already paid. If the Hirer cancels the booking less than two weeks before the date of the event or fails to proceed with the booking thereafter, Currie Community Centre will return the deposit but retain any hire fees already paid. Currie Community Centre reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- i. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- ii. Currie Community Centre management committee 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.
- iii. the premises becoming unfit for the use intended by the Hirer.
- iv. 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 Currie Community Centre shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

24. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise Currie Community Centre shall be at liberty to make an additional charge which may be deducted from the deposit.

25. 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 Currie Community Centre's Charity and Centre Coordinator. Any alteration, fixture or fitting or attachment so approved shall at the discretion of Currie Community Centre remain in the premises at the end of the hiring. It will become the property of Currie Community Centre unless removed by the Hirer who must make good to the satisfaction of Currie Community Centre any damage caused to the premises by such removal.

26. 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. Fire Safety

Hirers must ensure that all precautions are taken against risk of FIRE and damage to the property. A Copy of Currie Community Centre Fire Action plan will have been sent to you along with this document and available in the lounge.

The person making the booking will be considered the Fire Warden for the group, unless they nominate another person to fill that role. This person should on arrival

- Check the notice board calendar so you know who else is in the building.
- Familiarise themselves with the Centres Fire Action Plan
- Familiarise themselves with locations of fire exits and firefighting equipment.
- Familiarise themselves with the muster point
- Give a safety briefing to their group at the start of each hire
- Check all fire doors are unlocked and not wedged open.

Currie Community Centre has no telephone. Please ensure you have a mobile in good working order with you.

All doors onto the main Centre corridor fire doors. These doors should be unbolted and not held open by any object or bolt.

The front door should be kept unlocked when people are in the building as it is a fire exit. If you need the door to be locked to avoid public wondering in, the exterior fire lock should be used so anyone needing to escape from the centre can do so without a key. Key for this lock is provided by the Charity and Centre Coordinator alongside instructions for use.

All means of EXITS from the premises must be kept free from obstruction and immediately available for instant public exit.

2. First Aid and Accident Reporting

Basic First Aid kits are provided and situated in the lounge area by the TV and in the kitchen near the hatch.

In the event of an accident, big or small, please complete an accident report form. Accident report form is next to the first aid kit. To comply with data protection regulations, we ask you to seal the completed form in an envelope provided and leave for the attention of Charity and Centre Coordinator in the post box. If the accident is urgent, please email info@curriecommunitycentre.org

If the accident is serious, please call Iain Burgess 07545 529 204

3. Opening and Closing Currie Community Centre

If booking a one-off hire, the Bookings coordinator will arrange for someone to open and close the Centre for you. When vacating the building you will need to:

- Ensure rooms hired are left clean and tidy.
- Check all personal belongings have been removed
- put rubbish in bins,
- replace any furniture you moved and put toys, books etc back in their proper places.

If booking a regular hire, the Bookings Coordinator will arrange for you to collect keys from the Centre prior to your first hire starting. You will also be provided with the alarm code if due to be the first hire of any day or the last.

When vacating the building, you agree to:

- Ensure rooms hired and left clean and tidy.
- Check all personal belongings have been removed
- Put rubbish in bins,
- replace any furniture you moved and put toys, books etc back in their proper place
- Lock the rooms you have been using.
- Check that the fire exits, including those from the Theatre and the Kitchen, are closed securely and bolted.
- Switch off all heating.
- Switch off all lights, including in the toilets.
- If you know no other group is booked after you, set the alarm

4. Return of keys

If the Hirer has been issued keys, these must be returned promptly to the Charity and Centre Coordinator after your last hire has completed

5. Use of the Kitchen

If you use the cooker, microwave or any other kitchen appliance, it must be properly cleaned afterwards. All items heated in the microwave must be covered. Please do not splatter food inside the microwave and then leave for volunteers or other hirers to clean.

The dishwasher may be used provided the instructions posted near it are followed. If you have a dishwasher at home, it is particularly important for you to read the instructions, as this operates in a completely different way.

The cooker may be used provided it is cleaned afterwards.

Food waste should be placed in the food bin provided in the Kitchen.

Dry materials suitable for recycling (plastic bottles, paper, cardboard) should be squashed flat and placed in the recycling bin in the cleaner's store

6. Cleaning and Waste Disposal

It is your responsibility to leave Currie Community Centre clean and tidy – the costs of any cleaning required should you fail to do so will be deducted from your deposit.

We ask you to ensure.

- kitchen surfaces, tabletops and chairs are wiped clean.
- floors are hoovered, swept, and moped if needed.
- All furniture is returned to its original stored location
- If used the children's corner in lounge is left clean and tidy ensuring no food waste is left behind

You need to ensure bins are emptied after your hire.

- General RED waste bins are located outside the Centre front door.
- Recycling GREEN bins are in the cleaner's cupboard.

Failure to comply with cleaning and waste disposal, will result in the forfeiture of your deposit.

7. Furniture

Please use the trolley provided for moving chairs in order to avoid injury.

Please stack chairs and tables neatly and return to original stored space after use.

There should be no climbing on furniture or feet on chairs. This includes children, and the adults in charge are responsible for ensuring this is respected.

8. Heating

Hirers of the Community Centre will be issued keys to the cupboard with heating controls for the centre, and a guide to use them.

Once heating is switched it will automatically turn off after 2hrs

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 must be refrigerated.

10. Consideration of Others

All tenants and other users of Currie Community Centre are required to treat all other users and potential users in a polite and supportive fashion, encouraging the widest possible use of the facilities and premises.

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk outside are a disturbance for local residents.

Hires must terminate at midnight unless written dispensation is given in advance.

11. Decorations

You must not use drawing pins or tape on the walls or other surfaces, use Blu-Tack or 3M Command hooks if you need to put up notices or decorations. Do not fix decorations near light fittings or heaters.

12. Use of Equipment and Subcontractors

The Hirer should be aware that in the event of any accident occurring to themselves or their guests during the period of hire, no claims can be made against Currie Community Centre

The HIRER shall ensure that sub - contracted activities such as mobile discotheques etc are fully insured against public liability for their operation.

Currie Community Centre has insured the hall for Public Liability risks falling within their responsibility through Keegan and Pennykid, underwritten by Royal Sun Alliance.

This Insurance does not cover hire use of equipment e.g. Bouncy Castles etc. The Hirer should ensure they have adequate Public Liability Insurance in place for the use of such equipment.

Currie Community Centre's Public liability insurance documentation is displayed on the notice board in the main corridor.

13. Faults/ damage/ comments

Please report any faults or damage to the Bookings Coordinator as soon as possible so that they can be rectified quickly. The management committee welcome comments or observations that you may have about your hire of Currie Community Centre.

14. Payment

Payment is due within the terms specified within the Terms of Payment. Please note that we do not accept cash, and cheques are only accepted by prior agreement at the time of booking. The Hirer is responsible for any costs incurred by Currie Community Centre in the event that any cheque so accepted results in bank charges being levied.