

Currie Community Centre Terms and Conditions of Hire

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Hire Agreement

Currie Community Centre

In consideration of the Hire Fee detailed in the Booking Form, Currie Community Centre Management Committee (“the Centre”) agrees to permit the Hirer to use the premises for the Function and during the Period(s) described in the Booking Form.

All details inserted in the Booking Form form part of this Agreement. In the event of any inconsistency between the Booking Form and these Conditions, these Conditions shall prevail.

This Hiring Agreement comprises:

- The Booking Form
- These Standard Conditions of Hire
- The Special Conditions of Hire

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation.

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.

Interpretation

In this Agreement:

1. Words importing the singular include the plural and vice versa.
2. Words importing any gender include all genders.
3. References to any statute or statutory provision include any amendment, extension or re-enactment of that legislation for the time being in force.
4. Headings are for convenience only and shall not affect the interpretation of this Agreement.
5. Any obligation on the Hirer not to do an act or thing includes an obligation not to permit or allow that act or thing to be done.

Standard Conditions of Hire

1. Age

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

2. Supervision

The Hirer shall be responsible during the period of hire for:

- Supervision of the premises, its fabric and contents
- The care and safety of the premises from damage, however slight
- The behaviour of all persons attending
- Proper supervision of car parking to avoid obstruction of the highway

The Hirer shall make good or pay for all damage (including accidental or malicious damage) to the premises, fixtures, fittings or contents arising during the period of hire.

Where required under the Public Entertainment Licence, the Hirer shall ensure that a sufficient number of competent attendants are present to supervise the event.

Children are not permitted in the kitchen under any circumstances.

3. Use of premises

The Hirer shall not:

- Use the premises for any purpose other than that described in the Booking Form
- Sub-let the premises
- Permit any unlawful or unsuitable activities
- Bring onto the premises anything which may endanger the building or invalidate insurance

Alcohol may not be sold or supplied without the appropriate licence under the **Licensing (Scotland) Act 2005** and prior written consent from the Centre.

The Hirer shall comply with all applicable laws and regulations.

4. Insurance and indemnity

The Hirer shall be liable for:

1. The cost of repair of any damage to the premises or its contents arising during the period of hire.
2. All claims, losses, damages and costs arising from the Hirer's use of the premises.
3. Any nuisance caused to third parties.

The Hirer shall indemnify and keep indemnified the Centre, its Trustees, Management Committee members, employees and volunteers against all such liabilities.

The Centre maintains Public Liability Insurance covering its own negligence only.

Nothing in this Agreement shall exclude or limit liability for death or personal injury arising from negligence where such liability cannot lawfully be excluded.

Where required, the Hirer must provide evidence of adequate Public Liability Insurance upon request.

5. Gaming, betting and lotteries

The Hirer shall ensure compliance with all legislation relating to gaming, betting and lotteries.

6. Music Copyright licensing

The Hirer shall ensure that appropriate music licences (including PRS and PPL where applicable) are in place for live or recorded music. Where the Centre does not hold the relevant licence, the Hirer must obtain one.

7. Film

The Hirer shall ensure that children are not permitted to view age-restricted films contrary to BBFC classifications and that appropriate film licences are obtained where required.

8. Entertainment licence

The Hirer shall obtain any necessary licence required under the Licensing (Scotland) Act 2005 for the sale or supply of alcohol or regulated entertainment.

9. Safeguarding of children and vulnerable adults

The Hirer is solely responsible for safeguarding and supervision of all children and vulnerable adults.

The Hirer must:

- Provide adequate supervision at all times
- Comply with safeguarding legislation and guidance
- Ensure appropriate PVG checks where required
- Ensure no child or vulnerable adult is left unsupervised

The Centre does not provide safeguarding supervision.

Failure to comply may result in immediate termination without refund.

10. Public Safety Compliance

The Hirer shall comply with:

- All Local Authority requirements
- Fire safety regulations
- The Centre's Health and Safety Policy

The Hirer shall undertake an appropriate risk assessment where required.

The Fire Service must be called to any outbreak of fire, however minor.

11. Noise

Noise must be kept to a reasonable level at all times.

Hires shall terminate at 12 midnight unless written dispensation is granted.

12. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall prevent excessive consumption of alcohol and any illegal drug use.

Drunk or disorderly behaviour shall not be permitted.

This clause shall be interpreted in accordance with the Licensing (Scotland) Act 2005.

13. Health and hygiene

The Hirer shall comply with all applicable food safety legislation.

The Centre accepts no liability for food-related illness arising from food provided by the Hirer.

14. Electrical appliance safety

All electrical appliances brought onto the premises must be safe and compliant with the Electricity at Work Regulations 1989.

Where required, appliances must be PAT tested.

15. Stored equipment

The Centre accepts no responsibility for stored equipment.

Uncollected property may be disposed of after 7 days, and costs recovered from the Hirer.

16. Smoking

Smoking (including e-cigarettes) is prohibited inside the premises in accordance with the Health Act 2006.

17. Accidents and dangerous occurrences

All accidents must be recorded.

Completion of an accident report does not constitute an admission of liability.

18. Explosives and flammable substances

Highly flammable substances are prohibited.

Combustible decorations require written consent.

19. Heating

Unauthorised heating appliances are prohibited.

LPG heaters are strictly prohibited.

20. Animals

No animals other than registered assistance dogs are permitted without prior written consent. Animals are prohibited from entering the kitchen.

21. Fly posting

Unauthorised advertising is prohibited.

22. Sale of goods

The Hirer shall comply with Fair Trading legislation.

23. Cancellation

By the Hirer

1. If the Hirer cancels the Booking **at least four weeks** before the date of the Function, the Centre will refund the full deposit and any hire fees already paid.
2. If the Hirer cancels **between two and four weeks** before the date of the Function, the Centre will refund the deposit and **50% of any hire fees** already paid.
3. If the Hirer cancels **less than two weeks** before the date of the Function or fails to attend, the Centre will refund the deposit only and retain any hire fees already paid.

By the Centre

The Centre reserves the right to cancel the Booking by written notice to the Hirer in any of the following circumstances:

- a) The Premises are required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- b) The Centre reasonably considers that the Booking would:
 - i. Lead to a breach of licensing or other statutory requirements; or
 - ii. Result in unlawful or unsuitable activities at the Premises.
- c) The Premises become unfit for the purpose intended by the Hirer.
- d) An emergency arises requiring the Premises to be used as a shelter for victims of flooding, fire, snowstorm, explosion, or other similar disasters.

In the event of cancellation by the Centre under this clause, the Hirer will be entitled to a refund of any deposit or fees already paid. **The Centre shall not be liable for any direct, indirect, or consequential loss arising from such cancellation.**

24. End of hire

Premises must be left clean and secure.

Additional charges may be deducted from the deposit and, where insufficient, recovered as a debt.

25. No alterations

No alterations without prior written consent.

Approved alterations may become Centre property unless otherwise agreed.

26. No Tenancy

This Agreement grants a licence to occupy only and creates no tenancy.

27. Data Protection

The Centre will process personal data provided by the Hirer in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

Personal data will be used for:

- Administering bookings
- Managing safety and security
- Legal and regulatory compliance

Data will not be shared with third parties except where required by law or for insurance purposes.

The Hirer has the right to request access to personal data held by the Centre.

28. Force Majeure

The Centre shall not be liable for failure to perform its obligations where such failure is due to circumstances beyond its reasonable control, including but not limited to:

- Acts of God
- Fire, flood, or severe weather
- Government restrictions
- Utility failure
- Pandemic or public health emergency
- Civil unrest

In such circumstances, the Centre may cancel the hire and refund any fees paid but shall not be liable for any consequential losses.

Special Conditions of Hire

1. Fire Safety

Hirers must ensure that all reasonable precautions are taken to prevent the risk of fire and damage to the property.

A copy of the Centre's Fire Action Plan will have been sent to you with this document and is also available in the lounge.

The person making the booking will be deemed the Fire Warden for the group unless another responsible adult is formally nominated. On arrival, the Fire Warden must:

- Check the noticeboard calendar to confirm who else is in the building.
- Familiarise themselves with the Centre's Fire Action Plan.
- Familiarise themselves with the locations of fire exits and firefighting equipment.
- Identify the designated muster point.
- Give a safety briefing to their group at the start of each hire.
- Ensure all fire doors are unlocked and not wedged open.

The Centre does not have a telephone. Hirers must ensure they have a mobile phone in good working order available at all times.

All doors leading onto the main corridor are fire doors. These must remain unbolted and must not be held open by any object or bolt.

The fire exit door lock must remain engaged at all times. This lock prevents unauthorised access from outside but does not prevent occupants from exiting in an emergency.

All other external fire doors must remain closed at all times.

All means of escape from the premises must be kept clear of obstruction and available for immediate use.

2. First Aid and Accident Reporting

Basic First Aid kits are located:

- In the lounge area by the TV
- In the kitchen near the serving hatch

In the event of any accident, however minor, an Accident Report Form must be completed. Forms are located next to the First Aid kit.

To comply with data protection regulations, completed forms must be sealed in the envelope provided and left in the post box for the attention of the Charity and Centre Coordinator.

If the accident is urgent, please email:
info@curriecommunitycentre.org

**In the event of a serious incident, please contact:
Iain Burgess – 07545 529 204**

3. Opening and Closing Currie Community Centre

a) Entry

To enter the building, the fire exit lock must be temporarily disengaged and immediately re-engaged once inside. This lock protects the building and its users by preventing unauthorised entry while still allowing emergency exit.

b) On Leaving the Building

Hirers must:

- Leave all rooms clean and tidy.
- Remove all personal belongings.
- Place rubbish in the appropriate bins or remove it from the premises.
- Return all moved furniture to its original storage location.
- Ensure toys, books and equipment are properly stored.
- Check all fire exits (including Theatre and Kitchen exits) are securely closed.
- Switch off all heating.
- Switch off all lights, including toilets.
- Lock rooms used (if keys have been issued).

If no other group is booked after your hire:

- Engage the main front door lock.
- Set the alarm (instructions provided in advance by the Bookings Coordinator where required).

One-off Hirers must also take photographs of the rooms used and send them to the Bookings Coordinator at the end of the hire period.

4. Return of keys

Where keys have been issued, they must be returned promptly to the Charity and Centre Coordinator after the final hire session.

5. Use of the Kitchen

If using the cooker, microwave, dishwasher or any other appliance, these must be cleaned thoroughly after use.

All food heated in the microwave must be covered to prevent splatter.

The dishwasher may be used provided the instructions displayed nearby are followed carefully. Please note that this dishwasher operates differently from most domestic models.

Food waste must be placed in the designated food waste bin in the kitchen.

Dry recyclable materials (plastic bottles, paper, cardboard) must be flattened where possible and placed in the recycling bin located in the lunge, kitchen and corridor.

6. Cleaning and Waste Disposal

It is the Hirer's responsibility to leave the premises clean and tidy. Failure to do so may result in cleaning costs being deducted from the deposit.

Hirers must ensure:

- Kitchen surfaces, tables and chairs are wiped clean.
- Floors are vacuumed, swept and mopped where necessary.
- Furniture is returned to its original location.
- The children's corner (if used) is left clean and free of food waste.

All bins must be emptied after hire:

- General waste (red bins) – located outside the front door.
- Recycling (green bins) – located in the corridor, kitchen and lounge.

Failure to comply may result in forfeiture of the deposit.

7. Furniture

The trolley provided must be used when moving chairs to avoid injury.

Chairs and tables must be stacked neatly and returned to their designated storage areas.

Climbing on furniture or placing feet on chairs is not permitted. Adults supervising children are responsible for ensuring compliance.

8. Heating

Hirers will be issued with keys to access the heating controls and provided with guidance on their use.

Heating will automatically switch off after two hours once activated.

Heating must be switched off at the end of the hire period.

9. Health and Hygiene

If preparing, serving or selling food, the Hirer must comply with all relevant food health and hygiene legislation.

Perishable food, including dairy products, meat and vegetables, must be appropriately refrigerated.

10. Consideration of Others

All Hirers must treat other users of the Centre with courtesy and respect.

Guests must leave quietly at the end of events. Noise such as loud conversation and car doors slamming may disturb local residents.

All hires must end by midnight unless prior written permission has been granted.

11. Decorations

Drawing pins, nails, adhesive tape or similar fixings must not be used on walls or surfaces.

Blu-Tack or 3M Command hooks may be used where necessary.

Decorations must not be placed near heaters or light fittings.

12. Use of Equipment and Subcontractors

The Hirer shall be responsible for the supervision and control of all persons attending during the period of hire and for ensuring that all activities are conducted in a safe and lawful manner.

The Hirer shall be liable for:

- Any damage to the premises, fixtures, fittings or equipment arising during the period of hire.
- Any loss or theft of property belonging to the Hirer or attendees.
- Any injury to persons arising from the Hirer's activities, negligence or failure to comply with these Conditions of Hire.

The Hirer agrees to indemnify and keep indemnified **Currie Community Centre**, its Trustees, volunteers and representatives against all claims, losses, damages, costs, expenses or liabilities arising from:

- The hire of the premises;
- The Hirer's use of the premises;
- Any act or omission of the Hirer or persons attending the event.

Nothing in these Conditions shall exclude or limit the Centre's liability for death or personal injury caused by its own negligence or for any other liability that cannot be excluded by law.

The Hirer must ensure that any subcontractors (e.g. mobile discos, entertainers, inflatable equipment providers) hold valid and adequate Public Liability Insurance.

The Centre's Public Liability Insurance covers only those risks for which the Centre is legally responsible. It does not extend to specialist or hired-in equipment (e.g. bouncy castles) or to activities organised by the Hirer.

Evidence of insurance may be requested prior to the event.

13. Faults/ damage/ comments

Any faults or damage must be reported to the Bookings Coordinator as soon as possible.

The Management Committee welcomes feedback and comments regarding your hire experience.

14. Payment

Payment must be made in accordance with the agreed Terms of Payment.

Cash is not accepted. Cheques are only accepted by prior agreement at the time of booking.

The Hirer is responsible for any bank charges incurred by the Centre in relation to returned or unpaid cheques.

15. Security

The Centre operates a strict security policy to protect both the building and its users.

Front Door Locks

The front door has two locks:

Main Lock

This must only be engaged overnight after the final hire, when the building is empty. This lock prevents people from entering and leaving the building.

Fire Exit Lock

This must remain engaged at all times as it allows emergency exit while preventing unauthorised entry.

The Fire Exit Lock may only be disengaged:

- When entering the building (and must be re-engaged immediately), or
- When the door is closely monitored to prevent unauthorised access.

All fire exit doors must remain closed at all times unless expressly agreed in advance by the Trustees and closely supervised.