



COMMUNITY CENTRE

KINGS HILL COMMUNITY CENTRE – SINGLE HIRE /CONDITIONS OF HIRE

These standard conditions apply to all hiring of the Community Centre. If the Hirer is in any doubt as to the meaning of the following, the Centre Manager should immediately be consulted.

Definitions

- The Kings Hill Community Centre, Management Committee and staff thereof, will hereby be known as the "Community Centre".
- The person or organisation will be referred to as the "Hirer"
- "The premises" shall mean the areas of the Kings Hill Community Centre which the hirer has agreed to hire.

General

1. In consideration of the hire fee the Community Centre agrees to permit the Hirer to use the premises described and for the period described on the booking form. By signing the booking form you agree and fully understand all the terms and conditions of hire. The terms and conditions are bound by your signature and you fully agree to comply with the rules and regulations applied by the Community Centre.
2. The Hirer agrees with the Community Centre to be present (by its authorised representative, if appropriate) during the hiring and to perform the provisions and stipulations contained or referred to in the Community Centre's booking form. The booking form will indicate for what purpose you intend to use the community centre, and this forms part of the hire agreement. No other utilisation will be authorised.
3. In observation to the Fire Regulations, we have a strict limitation of numbers able to occupy the different function rooms. The large hall can accommodate no more than 200 people, the small hall can accommodate no more than 150, and both halls combined can accommodate no more than 415. The youth hall can accommodate no more than 50 and the meeting rooms can accommodate no more than 12. It is agreed that the hirer **MUST NOT** go over these stipulated occupancy levels.
4. Some facilities will be shared (toilets, kitchen, car park).
5. The hiring agreement constitutes permission only to use the premises on the date/s and time/s stipulated on the form.
6. The Community Centre does not, under any circumstances, accept responsibility for liability in respect of any loss of / or damage to property left or brought onto the premises. The Community Centre reserves the right to pass on any 'lost property' to a charity shop of their choosing, after one month.
7. The Hirer must ensure that the noise levels are kept to a sensible level upon arrival and departure, particularly late at night and early in the morning. Consideration should also be given to other users.
9. The person signing the booking form shall be deemed to be the hirer. The hirer must be 21yrs of age or older.
10. Set up and clear down time should be highlighted on the booking form.
11. Any booking which continues beyond the hours stated on the booking form will be charged to the hirer.
12. The hirer, through signing, has agreed they fully understand and will adhere to the conditions of hire. If any of the conditions are deemed to be broken the booking shall be cancelled.
13. A booking is not considered confirmed until a signed booking form and the full payment have been received and the booking has been confirmed to the hirer by the Community Centre.
14. All bookings are subject to a minimum time slot of 1 hour.
15. The combined rate of the Townsend and Jim Fry hall is only available at the time of booking. If an additional hall is added after the booking is made this is payable at the full hourly hire rate for each hall.

Use of premises

16. All equipment hired can only be used within the facility and must not be removed.
17. No advertising or publicity material will be displayed inside or outside the building without the prior approval of the Centre Manager.
18. No smoke machines, heating cooking oil on the hob or any other equipment that may affect the sensors, are allowed.
19. Illegal substances are not permitted on site.
20. The Hirer must ensure that nothing is done on the premises in contravention of the law relating to gaming, betting and lotteries. The Hirer shall not use the premises for any purpose other than that described in the Hire Form and shall not sub-hire 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.
21. The hirer agrees not to bring in their own alcohol without prior written consent and upon completion of the Community Centre's Alcohol & release of Liability Form. Under NO circumstances does the Community Centre give authority to the hirer to sell their own alcohol.

Supervision

8. All applications for hire of the facilities within the Community Centre must be made in writing using the booking form obtainable from the Centre Manager

22. The Hirer, during the period of hiring, will be responsible for: supervision of the premises, the care, and safety from damage, of all fabric and contents; the behaviour of all persons using the premises whatever their capacity; proper supervision of car parking arrangements so as to avoid obstruction of the highway, the car park or parking on the grass; the safety of all their attendees, including following a safe evacuation procedure.
23. The Community Centre reserves the right to eject from the premises anyone considered to be objectionable (including anyone hired by the hirer for the event) and the hirer will be liable for any costs that arise from this.
24. As directed by the Centre Manager, the Hirer will make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for the loss of contents or injury to persons.
25. The Community Centre reserve the right to cash the damage bond cheque given by the hirer, if there is need for repair or cleaning.

Licences

26. The Community Centre holds the appropriate licence for entertainment and sale of alcohol. The hirer is responsible for obtaining any further licences which may be required for their hire. The hirer will need to provide evidence of any TENS licences if required for their hire.

Gaming, Betting and Lotteries

27. 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.

Public Safety Compliance

28. The Hirer shall comply with all the conditions and regulations made in respect of the premises by the Fire Authority, and Local Authority. (Please see separate health and safety sheet).

Health & Hygiene

29. The Hirer shall, if preparing, serving or selling food observes all relevant food health and hygiene legislation and regulations. See above H&S sheet. Evidence will be required where necessary.

Electrical Appliance Safety

30. The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be inspected and have an up to date PAT certificate attached to the machine.

Accidents & Dangerous Occurrences

31. The Hirer must report all accidents involving injury to the public to the Centre Manager **as soon as possible** and complete the relevant section in the Community Centre's accident book. (this is located in kitchen adjoining the large and small hall) Any failure of equipment either that belonging to the Community Centre or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or

injury must be reported on a special form to the local authority. The Centre Manager will give assistance in completing this form if and when required. This is in accordance with Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

Animals

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

Compliance with the Children Act 1989

33. 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 that only fit and proper persons have access to the children.

Fly Posting

34. The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place on the premises.

Sale of Goods

35. The Hirer shall, if selling goods on the premises, comply with the Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total price 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.

Cancellation for Single Hires

36. The hirer will not be issued a refund if the booking is cancelled less than 14 days prior to the hire date. In any case of cancellation the non-refundable 50% deposit will be retained by the Community Centre.
37. The Community Centre reserves the right to cancel a hire 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 premises becoming unfit for the use intended by the Hirer. In either such case, the Hirer would be entitled to a refund of any deposit and /or full payment already paid, but the Community Centre would not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.
38. The Community Centre reserves the right to close the premises at any time for emergency or periodic maintenance and also when the premises are required for public elections or similar events.
39. The Community Centre reserves the right to cancel any booking at its discretion and to change or amend the terms and conditions of hire at any time without prior notice, although we endeavour to honour all bookings.

Payments for Single Hires

40. The full payment of hire fees under the value of £100 is payable at the time of booking to secure your hire, any hires above £100 must pay a 50% deposit of the total booking value. An invoice will be issued to confirm the fees required.
41. All payments must be by cheque or BACS payable to the "Kings Hill Parish Council" and to account number 20291035 sort code 608301.
42. A Damage Bond of £100 is payable for each single hire, at the time of booking and should be made out to Kings Hill Parish Council. A higher damage bond amount of £250 is payable for each adult event, including 18th and 21st birthday parties.
43. After an inspection of the hall by a member of staff, any damage to the building, goods or appliances within the premises will be reported to the Centre Manager, who will in turn discuss the damage and potential costs with the hirer prior to the cheque being cashed. If there is no damage or loss then the cheque will be shredded after the event.
44. If the damage deposit is insufficient to cover the cost of the damage then the excess shall be recovered as a civil debt from the hirer.
45. If any damage caused to the premises results in other bookings being unable to use the facilities the hirer may be liable for any costs associated with this.

Start and End of Hire

46. The hirer must be on-site for the duration of the booking.
47. If an event continues beyond the booked time and despite notice, does not end, then a member of the Community Centre staff can enter the facility and end the booking.
48. The Hirer shall be responsible for leaving the premises on time (to allow for the next hirer to take over without delay) and ensuring that the premises and surrounding area are in a clean and tidy condition, properly locked and secured and any contents temporarily removed from their usual positions properly replaced, (e.g. tables and chairs put into cupboards) otherwise the Community Centre shall be at liberty to make an additional charge. This charge is £12 per hour required to rectify the premises.

Stored Equipment

49. The Community Centre accepts no responsibility for any stored equipment or other property 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.
50. The Community Centre may, in its discretion in any of the following circumstances, namely -
 - (a) In respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended;
 - (b) In respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7

days after the hiring 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.

No Alterations

51. 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 Centre Manager.

No Smoking

52. NO SMOKING is permitted anywhere in the Community Centre Building. Hirers should ensure that any smoking outside the building is safe, that the provided receptacles are used for the disposal of cigarette ends, that the area is left clean and tidy and that you do not cause a disturbance to others.

Health and Safety

53. Fire exits must not be obstructed in any manner at all.
54. It is the hirer's responsibility to ensure that the fire procedures displayed in the building are verbally communicated to them and they must then communicate these to their guests/clients.
55. Fire equipment must be kept in its proper place and only used for its intended purpose.
56. In the event of a fire everyone must vacate the building and meet at the assembly point and must not re-enter the premises until it has been deemed safe to do so, and the fire alarm has been switched off.
57. The Hirer, if preparing or serving food, must observe all relevant food health and hygiene legislation and regulations.
58. No fireworks (indoor or outdoor) are allowed.
59. Highly flammable substances will not be permitted on site.
60. Children are not allowed in the kitchen.
61. The staffs have the right to refuse any article/appliance being brought onto site that is deemed dangerous or offensive.
62. If the hirer is using sub-contractors for such things as catering or music provision then the hirer is responsible for their conduct. Any damage or liability as the result of the sub-contractor and their actions is the responsibility of the hirer.
63. A first aid box is available to all users of the facilities and can be found on the wall in the kitchen.
64. The Hirer must ensure that any electrical appliances brought by them to the premises, and used there, are PAT tested and have an attached safety certificate.
65. No unauthorised heating appliances are allowed on site.

Alcohol

66. Anyone found to be purchasing and/or supplying alcohol to persons under the age of 18 will be asked to leave the premises and the police may be called.

67. The Bar staff reserve the right to refuse alcohol to anyone who appears to be drunk and/or disorderly and may ask the person involved to leave the premises. Refusal to do so may lead to the Police being called.
68. No alcohol or glasses are to be taken outside of the Community Centre building.
69. The Hirer is not permitted to bring alcohol onto the premises without prior written consent.
70. Alcohol can only be distributed via the bar facilities which must be formally requested at time of booking.
71. When the bar is open guests are not permitted to supply their own drinks (alcohol or soft drinks).
72. The bar reserves the right to ask for ID.
73. Hirers are requested to provide an estimate of the numbers attending a function for the purpose of providing adequate bar staff. This information must be received at least fourteen days prior to the date of the booking and should be as accurate as possible.