

**Standard Terms and Conditions of Room Hire for  
Farriers Way Community Centre, Windsor Hall, The Community Hub,  
Aberford Community Centre, Organ Hall and Phillimore Community Centre**

These standard conditions apply to all hiring of Communities 1<sup>st</sup> premises. If the Hirer is in any doubt as to the meaning of the following, a Communities 1<sup>st</sup> Manager or other relevant person should immediately be consulted.

**Age**

The Hirer or any other person in charge of an activity shall not be under 18 years of age and shall be on the Premises while any other persons are on site during period of use. He/she shall not be engaged in activities or duties which prevent him/her from exercising general supervision. He/she accepts responsibility for being in charge of the premises throughout the entirety of the period of use when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

**Supervision**

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

- Supervision of the premises, the fabric and the contents;
- their care and safety from damage, however slight; 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.

The Hirer must promptly report any damage to the Premises or Communities 1<sup>st</sup> property to a Communities 1<sup>st</sup> Manager. As directed by Communities 1<sup>st</sup>, 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 during or as a result of the hire.

**Use of premises**

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-let 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 nor allow the consumption of alcohol thereon without written permission.

**Equal Opportunities**

The centre shall be open to all members of the community regardless of race, nationality, gender, sexual orientation, age, disability, religious or political beliefs or marital status and hirers/users shall not discriminate against any individual or group in any activity taking place there.

### **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.

### **Licensable activities**

Communities 1<sup>st</sup> holds a PRS for Music Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio television or by performers in person.

If other licences are required in respect of any activity in the premises, the Hirer should ensure that they hold the relevant licence.

### **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, 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 will also comply with Communities 1<sup>st</sup> health and safety policy.

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 Service and evacuating the hall
- The location and use of fire equipment
- Escape routes and the need to keep them clear
- Method of operation escape door fastenings
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

### **Safety Inspections**

Immediately prior to commencing each and every activity at the property to complete a pre-activity safety inspection checklist in the form set out in schedule 1 (which shall be retained for at least three years following the end of the activity) and to ensure that all the risks identified on that checklist have been removed prior to commencing the activity.

### **Outbreaks of fire**

The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to a Communities 1<sup>st</sup> Manager.

### **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 Safety (Temperature Control) Regulations 1995. The premises are provided with a refrigerator and thermometer.

### **Kitchen Regulations**

The following Kitchen rules must be observed at all times

1. No children are permitted in the kitchen unless supervised by an appropriate adult.

2. The kitchen must not be left unattended whilst the water boiler, kettle or the oven are in use.
3. No metallic objects, plates, dishes etc. are to be used in the microwave oven.
4. The round hand basins are to be used only for washing of hands; you are reminded that you should wash your hands before and after the preparation of any food.
5. All work surfaces should be washed before and after the preparation of food.
6. If there is any spillage on the kitchen floor, it should be mopped up immediately, to prevent anyone slipping and having an accident.
7. No items should be placed on the kitchen floor, which could be a trip hazard for persons using the kitchen.
8. Hirers are reminded that there are health risks associated with the reheating of food.
9. All refuse is to be secured in dustbin liners and placed by the hirer in the large bins at the front of the centre.

### **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 and any subsequent legislation. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

### **Insurance and indemnity**

- (a) During, or as a result of the hire, 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 Communities 1<sup>st</sup>, its 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 Communities 1<sup>st</sup>, 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 Communities 1<sup>st</sup> Committee and Communities 1<sup>st</sup> employees, volunteers, agents and invitees against such liabilities.
- (b) Where Communities 1<sup>st</sup> does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to Communities 1<sup>st</sup> authorised representative. Failure to produce such policy and evidence of cover will render the hiring void and enable Communities 1<sup>st</sup> to rehire the premises to another hirer.

Communities 1<sup>st</sup> is insured against any claims arising out of its own negligence.

### **Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public to Communities 1<sup>st</sup> Authorised Representative (named in 1.2 of the Hiring Agreement) or, failing that, to a Communities 1<sup>st</sup> manager as soon as possible and complete the relevant section in Communities 1<sup>st</sup> accident book. Any failure of equipment belonging to Communities 1<sup>st</sup> or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported. The Authorised Representative will give assistance in making this report. This is in accordance with the Reporting of Injuries, Diseases and Dangerous occurrences Regulations 1995 (RIDDOR).

### **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 Communities 1<sup>st</sup>. No decorations are to be put up near light fittings or heaters.

### **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 Communities 1<sup>st</sup>. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

### **Drunk and disorderly behaviour and supply of illegal drugs**

The hirer shall ensure that in order to avoid disturbing neighbours and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or 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 premises. No illegal drugs may be brought onto the premises.

Alcohol may only be sold with the written permission of Communities 1<sup>st</sup> and in full compliance with the premises license conditions. Any hire which includes the serving of alcohol will only be allowed after a meeting with the hirer and an appointed representative of Communities 1<sup>st</sup> has taken place to explain the licence arrangements, the Hirers responsibilities and the Centre's "Think21" policy.

### **Storage**

The permission of Communities 1<sup>st</sup> must be obtained before goods or equipment are left or stored at the Centre, except when Communities 1<sup>st</sup> has authorised to allow overnight storage of goods and equipment brought to the centre before a particular event. Items left or stored at the Community Centre are done so at the hirers own risk and Communities 1<sup>st</sup> takes no responsibility for any loss or damage. 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.

Communities 1<sup>st</sup> 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 Communities 1<sup>st</sup> disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any cost incurred in storing and selling or otherwise disposing of the same.

### **Keys and intruder alarm**

Long term hirers may be issued with keys and fobs for the intruder alarm. No keys or fobs will be handed over without a completed key acceptance form. Full instructions will be given on how to arm and disarm the intruder alarm. If these instructions are not followed and the alarm is activated resulting in staff members being alerted to attend the premises and subsequent resetting of the alarm by the company monitoring the alarm a charge of £25 may be made.

### **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 Communities 1<sup>st</sup>. No animals whatsoever are to enter the kitchen at any time.

### **Children and Young People**

It is the policy of Communities 1<sup>st</sup> that every precaution must be taken to safeguard the well being of children and young people, and it is the responsibility of all users of the Premises to use their best endeavours to ensure that children and young people receive all necessary care and attention, and are protected from coming to any harm.

All work with children and young people under the age of 16 at the Premises must comply fully with the requirements of the Childcare Act 2006 and the Children Act 2004 (or such further legislation as may be enacted from time to time) or, where applicable with the Home Office Code of Practice Safe from Harm.

It is the responsibility of the organisers of the activities concerned to ensure that only fit and proper persons have access to young children, and that such persons are at all times in attendance when young children are on the Premises.

### **Fly posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisement for any event taking place at the premises and shall indemnify 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.

### **Sale of goods**

The Hirer shall, if selling goods on the premises, comply with Fair Trading laws and any code of practices 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.

### **Film shows**

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.

### **Cancellation**

If the Hirer wishes to cancel the booking more than 4 weeks before the date of the event and the Community Centre is unable to conclude a replacement booking, the deposit paid is non-refundable. If the hirer wishes to cancel the booking between 2–4 weeks before the date of the event, 50% of the full payment will be due; and within 2 weeks of the event, full payment will be due.

Communities 1<sup>st</sup> 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) Community 1<sup>st</sup> reasonably considers 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 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 deposit already paid, but Communities 1<sup>st</sup> shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

### **Hours of opening**

- a) Facilities at the Community Centre are available for use between the hours of 08.00 - 22.00 seven days a week. In exceptional cases these hours may be extended on application and would be subject to formally extended licence being agreed.
- b) The Hirer/Key Holder will unlock the building at the commencement of hire and that all fire exits remain unlocked until the end of the hire period.
- c) The person signing the booking form must be present (or the Hirer's authorised representative, if appropriate) within the building throughout this period. This person is responsible for all persons present and their actions.

### **Cleaning and Security**

- a) All use of the Centre premises and facilities is subject to the users or hirers accepting responsibility for any damage to the building or fixtures and for reimbursing

Communities 1<sup>st</sup> for any such damage or breakage. The whole of your deposit will be retained.

- b) All users shall leave the premises and surrounds in a clean and tidy condition and all furniture put away. Communities 1<sup>st</sup> reserves the right to retain the whole of your deposit if there is any excessive cleaning required after a function. The Cleaning Operative is authorised to take photographs as evidence if excessive cleaning is required following a booking.

### **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. Communities 1<sup>st</sup> reserves the right to end a hire if noise concerns are too problematic.

### **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 a Communities 1<sup>st</sup> Manager. The Hirer must remove all such articles at the end of the hiring unless otherwise agreed with Communities 1<sup>st</sup>. Any unauthorised articles left on the premises will be disposed of by Communities 1<sup>st</sup> as it thinks fit. The Hirer will make good to the satisfaction of Communities 1<sup>st</sup> any damage caused by such installation and removal.

### **No rights**

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

### **Dangerous and unsuitable performances**

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

### **Smoking**

The Hirer 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.

### **Indoor pyrotechnics**

No bubble machines, fog machines, indoor fireworks, candles or similar are to be used within the Community Centre. All helium filled balloons that are used within the Community Centre must be removed at the end of the hiring period or the hirer will be charged for their removal. If left, they set off the alarm.

### **Sports and games**

The premises may be hired for sport and games by responsible organisations or individuals who arrange their own insurance. A responsible person shall be in attendance at all times. The premises shall be checked for potential hazards that could lead to accidents. All equipment shall be stored away safely when not in use.

### **Internet service**

Use of the internet service is at your own risk. The internet service is provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. The hirer will be responsible for acceptable use of the internet (Wi-Fi or cabled) at the Community Centre.

### **Information Policy**

We will comply with all applicable legislation concerning the holding of personal data on IT or in paper form. We will need to hold the data gathering during a hire to act as contact details up to during and concluding a hire which includes payment and actions following the hire (e.g. checking the condition of hall and other deposit actions). We also need to hold data to act as an audit trail for the assessment of our accounts. We will ask your agreement to hold information to assist with subsequent actions such as a repeat hire.

### **Complaints**

We aim to ensure that the hirer has a positive experience. As a not-for-profit organisation Communities 1<sup>st</sup> tries to maintain a safe, friendly service and believes in trying to resolve any problems reasonably and as quickly as possible. If Communities 1<sup>st</sup> is concerned about any issues they will approach the hirer directly to resolve. Should the hirer have any concerns, Communities 1<sup>st</sup> encourage them to discuss the issue with the duty manager or the bookings administrator in the first instance. They will attempt to resolve any issues in line with Communities 1<sup>st</sup> policies. If this does not resolve the issue please write to the Chief Executive.

All parties should bear in mind that Communities 1<sup>st</sup> must ensure that resolutions comply with applicable legislation or Communities 1<sup>st</sup> policies. If the concern is an existing Communities 1<sup>st</sup> policy the issue should be referred, in writing, to the Chairperson of Communities 1<sup>st</sup> for discussion at the next trustees meeting. The full complaints procedure is available on request.



**Schedule 1**

**Pre Activity Safety Inspection and Risk Assessment**

- To be completed by the hirer prior to each activity commencing
- The completed Risk Assessment and Inspection sheet should be retained for three years from the date of the activity
- If you have identified a safety risk, state what action you have taken to deal with the risk. Where a risk is identified you must:
  - Remove the risk before commencing use of the Premises (for example, by cordoning off the area); and
  - Where rectification is outside of your control, the activity must be cancelled.
  - Report any problems to Communities 1st staff on 01727 649980.

|               |  |                   |  |                   |    |
|---------------|--|-------------------|--|-------------------|----|
| Organisation: |  | Date:             |  | Time of activity: | to |
| Completed By: |  | Position/Role:    |  |                   |    |
| Signature:    |  | Telephone Number: |  |                   |    |
| Email:        |  |                   |  |                   |    |

|   |  |                    |  |
|---|--|--------------------|--|
| <b>Type of activity:</b> e.g. Playgroup, Bingo, Coffee Morning etc. |  |                    |  |
|   |  |                    |  |
| Estimated no. of attendees:   |  | Approx. age range: |  |

| <b>Fire Safety &amp; First Aid</b>   |     |              |
|--|-----|--------------|
| Please confirm you have:   | Y/N | Action Taken |
| Aware of the 'Fire Emergency Plan'   |     |              |
| Checked the evacuation route is free from obstruction and final exits from the building are not blocked or locked        |     |              |
| Checked that fire fighting equipment, such as extinguishers, are available   |     |              |
| Provided your own First Aid Box, on the understanding that Communities 1 <sup>st</sup> does not provide First Aid Cover. |     |              |

|   |  |
|---|--|
| <b>Visual Inspection</b>  | <p>A 'Hazard' is anything that has the potential to cause harm, e.g.:</p> <ul style="list-style-type: none"> <li>• Spillages/wet floors, damaged flooring, carpets, pathways etc.</li> <li>• Broken lights leading to poor lighting conditions</li> <li>• Broken equipment, sharp edges etc. Loose or broken handrails</li> <li>• Damaged electrical sockets/light switches or trailing cables</li> <li>• Fire equipment present, and not tampered with</li> </ul> |
| <p>Before each session, please indicate that you have checked the areas for any hazards and confirm these have been removed, or made safe, and whether they have been reported for repair. Any issues or repairs should be reported to bookings@communities1st.org.uk. You can also call 01727 649980.</p> <p><b>NOTE: If a hazard is identified that cannot be made safe, you will need to cancel the session.</b></p> |  |

| Area:                             | Hazard Identified and location: | Action Taken: | Reported Y/N |
|-----------------------------------|---------------------------------|---------------|--------------|
| Car Park                          |                                 |               |              |
| Safe entry and exit from building |                                 |               |              |
| Lobby Area                        |                                 |               |              |
| Hall                              |                                 |               |              |
| Toilets & Washrooms               |                                 |               |              |
| Kitchen Area                      |                                 |               |              |
| Please list any other areas used: |                                 |               |              |
|                                   |                                 |               |              |

| Risk Assessment  |   |  |
|--|---|--|
| Activities taking place  | Who may be harmed and how   | What are you doing to ensure people's safety                                     |
| <i>Example: Children's party, general party games, cold food provided, music being played.</i> | <i>Children running around may hurt themselves. Scalds from hot drinks.</i> | <i>Supervision, stereo is PAT tested. Hot drinks restricted to kitchen area.</i> |
|  |   |  |
| <b>DATE:</b>   | <b>Organisation:</b>  | <b>Completed by:</b>   |
|  |   | <b>Signed:</b>   |