

BOLTON LE SANDS Village Hall / Community Centre

Registered Charity 700264

Hiring Agreement Terms and Conditions

REVISED FEB2024

PARTIES

- (1) The Community Centre named in clause 2.2 acting by its Management Committee.
- (2) The person or organisation named in the Enquiry Booking Form

AGREED as follows:

1. Throughout this Agreement:
 - the Community Centre named in clause 2.1 is referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include the Community Centre’s charity trustees, employees, volunteers, agents and invitees
 - the person or organisation named in the booking form is referred to as “you”; and “your” is to be construed accordingly; “you” also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees
 - where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Centre Booking Secretary or, if the Centre Booking Secretary is not available, the Centre Secretary.
2. In consideration of the hire fee described in Hire of Centre Enquiry Booking form we agree to permit you to use the premises described for the purpose described for the period(s) described. This Agreement includes these terms and conditions and the Special Conditions of Hire set out in the attached Schedule. **“One Off” bookings are secured on receipt of total hire plus deposits at the time the booking is confirmed.**
 - (a) Registered Charity No 700264 (b) Authorised Representatives S.Robinson and T.I.Birniec/o Community Centre, Packet Lane, Bolton le Sands Carnforth LA5 8DW 07367066918
Email; blesbookings@gmail.com
- 2.3 **Hirer:** As described on the Booking Enquiry Form We will refund the deposit within 28 days of the termination of the period of hire provided that full cleaning and COVID security (as required) has been undertaken, no damage or loss has been caused to the premises and/or contents, nor complaints made to us about noise or other disturbance during the period of the hiring as a result of the hiring. YOU MUST ENSURE THE BUILDING IS SECURED AND LIGHTS AND APPLIANCES ARE TURNED OFF.FAILED TO DO SO WILL RESULT IN YOUR DEPOSIT BEING FORFEITED.

Optional additional condition for use with commercial hirers:

“The Community Centre is held on strict trusts which require the management committee to ensure that the centre is administered in accordance with those trusts. Accordingly we are bound to preserve and hereby reserve the right to terminate this Agreement by not less than

seven days' notice in writing to you in the event of the centre being required on the same date/time for the fulfilment of its charitable purposes.

In the event of such termination by us, we will refund to you all monies paid by you to us. **We will not, however, be liable to make any further payment to you in respect of expenses, costs or losses incurred directly or indirectly by you in relation to any such termination."**

2.5 Premises as described on the Enquiry Booking Form.

2.6 Purpose/description of hiring: as described on the Enquiry Booking Form.

3. You agree not to exceed the maximum permitted number of people per room including the organisers/performers (subject to Gov guidelines and licence) (Maximum 100)
4. The centre has a licence;
with the Performing Right Society (PRS) for the performance of copyright music
from Phonographic Performance Licence (PPL).
- 4.1 We have a Premises Licence authorising regulated entertainment only. You hereby acknowledge receipt of a copy of the conditions of the Premises Licence and/or Operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agree to apply with all obligations therein.(Displayed on centre noticeboard)
- (i) You agree that if regulated entertainment, not covered by our Premises Licence, is to be held you must obtain our consent to give notice of a TEN to the licensing authority. We will advise if a TEN is not needed.
- (ii) You agree to give us notice of your intention to provide alcohol at the event and to give notice of a TEN to the licensing authority.
If you fail to comply with (i) or (ii) above, we will cancel the hiring without compensation. This is because there is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.
5. You agree with us to be present (or your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.
6. We and you hereby agree that these Standard Conditions of Hire (see below), together with any additional conditions imposed under the Premises Licence or that we deem necessary, form part of the terms of this Agreement unless we and you agree in writing.
7. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

NOTE

IN THE EVENT OF AN EVACUATION OF BOLTON LE SANDS SCHOOL, THE CENTRE WILL BE USED AS A TEMPORARY PLACE OF SAFETY.

THE SCHOOL OCCUPATION WILL OVERRIDE ANY BOOKING EXCEPT BOOKINGS MADE BY THE LOCAL AUTHORITY FOR STATUTORY PURPOSES

BOLTON LE SANDS Village Hall / Community Centre

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Standard Conditions of Hire

1st December 2022

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay. See appendices to these conditions, particularly COVID

1. Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

2. Supervision

During the period of the hiring, you are responsible for:

- (i) supervision of the premises, the fabric and the contents;
- (ii) care of the premises, safety from damage however slight or change of any sort; and
- (iii) 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 and Parish Council Car park.

As directed by us, you must 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.

3. Use of premises

You must not use the premises (including the Parish Council car park) for any purpose other than that described in the Agreement and must 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 on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

4. Insurance and indemnity

- (i) You are liable for:
 - (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents
 - (b) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment)
 - (c) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and subject to sub-clause (ii), you must indemnify us against such liabilities.
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure

the liabilities described in sub-clauses (i)(b) and (c) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

- (a) any insurance excess incurred and
- (b) the difference between the amount of the liability and the monies we receive under the insurance policy.
- (iii) Where we do not insure the liabilities described in sub-clauses (i)(b) and (c) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Booking or Centre Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

5. Gaming, betting and lotteries

You must 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 centre holds the relevant PRS/PPL for the hire fees that are charged. Any hirer who derives income in excess of our hire fees should also hold an appropriate PRS/PPL licence.

7. Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

8. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

9. Safeguarding children, young people and vulnerable adults

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

10. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our 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. You must also comply with our health and safety policy and any special conditions which may be in force at the time(App 2)

You must call the Fire Service to any outbreak of fire, (Packet Lane LA5 8DW), however slight, **evacuate the building** and give details to our Booking Secretary. Our Fire instruction appendix forms part of these T and C.

(i) You acknowledge that you have received instruction in the following matters:

- The action to be taken in event of fire. This includes (but not limited to) calling the Fire Brigade and **evacuating the building**. Fire assembly point in car park. (App 3)
- The location and use of fire equipment. (Included diagram with these T and C))
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- 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. (Covid first aid box and safe room will be advised if required)

(ii) In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked and panic bolts are in good working order.
 - That all escape routes are free of obstruction at all times and can be safely used for instant unrestricted public exit.
 - That any fire doors are not wedged open.
 - That exit signs are illuminated.
 - That there are no fire-hazards on the premises.
- ☐ That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

11. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, 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.

12. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the centre and avoid violent or criminal behaviour:

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

13. Food, health and hygiene

You must, 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 with inbuilt thermometer.

14. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are 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 you must make use of it in the interests of public safety. Your electrical equipment must be PAT tested.

15. Stored (Hirer's) equipment and materials

We accept 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 and materials) must be removed at the end of each hiring or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- (i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended
- (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

16. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must 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

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form in the Accident Book (located in the kitchen). Our Booking Secretary will give assistance in completing this form and can provide contact details what to do next. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

18. Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

19. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances. No naked flames.

20. Animals

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises.

21. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

22. Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

23. Cancellation

If you wish to cancel the booking before the day of the event, written (email) notice must be given to the bookings secretary and if more than 28 calendar days notice then no hire fee will apply, if between 14 and 27 calendar days notice then 50% of the hire fee will apply and if less than 14 calendar days notice then 100% of the hire fee will apply. We reserve the right to cancel this Agreement by giving you written notice 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) our 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;
- (ii) the premises becoming unfit for your intended use;
- (iii) 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 you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

24. End of hire

You are 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 we may make an additional charge.

25. No alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

26. No rights

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

General Reminder

ENSURE ALL OCCUPANTS ARE AWARE OF THE EMERGENCY EXITS AND ASSEMBLY POINT.

NO NAKED FLAMES OR CANDLES UNDER ANY CIRCUMSTANCES

NO PORTABLE BARBEQUE

NO BOUNCY CASTLES OR INFLATABLES

PUT ALL TABLES AND CHAIRS BACK WHERE YOU FOUND THEM

WIPE DOWN ANY SPILLS

SWEEP ALL FLOORS MOP FLOOR WITH ORANGE DUSTER MOP

ENSURE ALL HEATERS ARE LEFT IN THE "ON" POSITION

ENSURE ALL KITCHEN APPLIANCES ARE OFF AND SOCKETS ARE TURNED OFF

EMPTY ALL BINS USE THE WHEELIE BINS

ENSURE ALL LIGHTS ARE OFF **INCLUDING EXTERNAL**

ENSURE ALL DOORS ARE LOCKED /CLOSED AND SECURED ON LEAVING THE PREMISES.

**NOTE FAILURE TO COMPLY WITH ANY OF THE ABOVE
WILL RESULT IN YOUR DEPOSIT BEING RETAINED.**

APP 3

FIRE PRECAUTIONS

TO ALL HIRERS

These fire precautions are framed with advice from the Fire Prevention Officer Morecambe Community Fire Station. The following instructions should be followed all hirers and brought to the attention of all those using the hall.

ALWAYS

Tell your members/audience where all the fire exit doors are situated, the position of fire extinguishers and bell alarms and where the assembly station is. These are clearly shown on diagrams shown in various parts of the Hall.

ACTION ON DISCOVERING A FIRE

SHOUT FIRE FIRE FIRE

IF SAFE TO DO SO RING ONE OR BOTH OF THE FIRE BELLS

ENSURE ALL OCCUPANTS EXIT THE PREMISES QUICKLY AND CALMLY

AND MOVE TO THE MARKED ASSEMBLY AREA

Then check that all occupants are accounted for

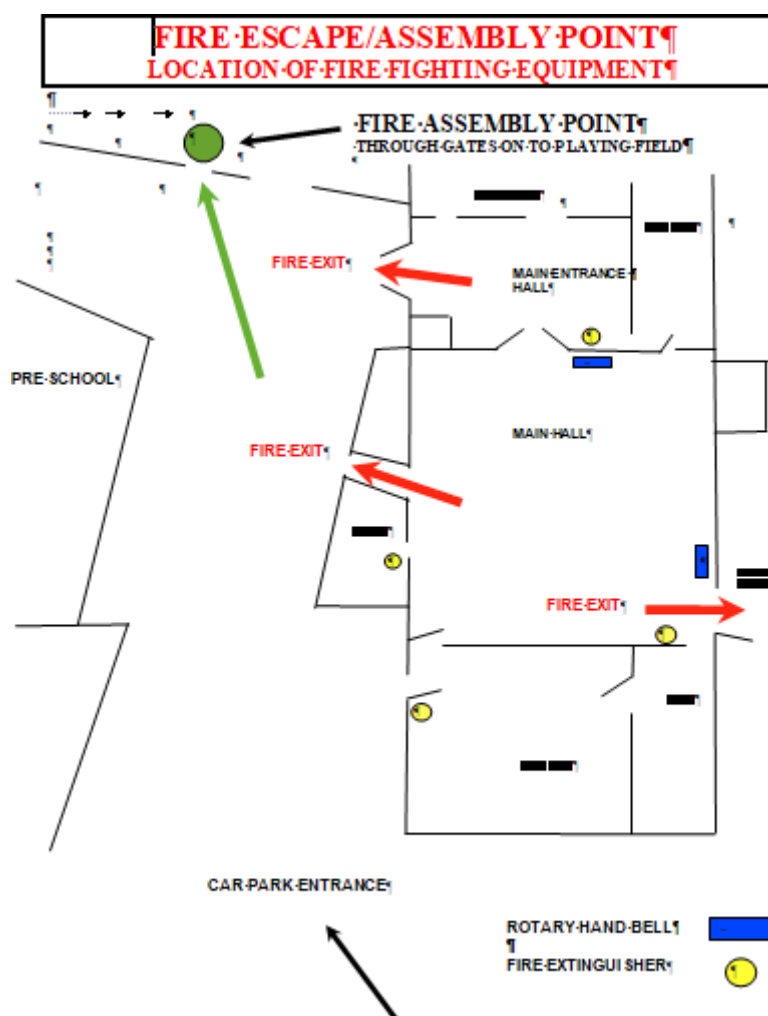
If safe to do so for a small localised fire attempt to extinguish - quickly - using a hall fire extinguisher. Close all internal doors before leaving the premises.

Then dial 999 and advise operator that the post code of the Village Hall is:

LA5 8DW Off Packet Lane

OUR RECOMMENDATION TO REGULAR USERS

That you carry out a your own fire drill at least annually.



Update/add fire appendix