



## Greenhithe Community Centre - Conditions of Hire

These terms and conditions of hire are being provided to you as part of the booking process and are deemed accepted by you upon receipt of the hall hire deposit payment being received into the community centre's bank account. A copy of this document can be provided to you in either a hard or electronic copy and a copy of this document (our terms and conditions) is displayed within the Community Centre on the notice board. If the Hirer is in any doubt as to the meaning of any of the conditions, the hirer should refer to the Hall Secretary or Booking Clerk immediately and before arrival or set up of any booking by the hirer.

The community centre is used by regular hire and ad-hoc hires. The centre is run on a not-for-profit basis and in order to keep our costs low it is vital that all users and their guest respect the centre and its grounds, the community centre receives no direct funding or has any employed staff, therefore it is important that all users look after the centre and follow the conditions of hire. The community centre reserves the right to apply additional fees as mentioned below.

Hirers must observe the strict start and end time of their booked hire. Any additional time the centre is used outside of this time will be charged as a full hour's charge for the facilities used regardless of if the full hour is used and will be at double the hourly charge. Therefore, it is important that you book sufficient time for your event including set up and clear up time.

The hirer acknowledges that the community centre daily clean takes place by the community centres contracted cleaner outside of the hire period it is best practice to ensure before leaving the community centre at the end of the hire a visual inspection is made by the hirer and the centre trustee before leaving. We reserve the right to charge an excessive cleaning charge at the end of your event,

### 1. Age

The Hirer must not be a person under 18 years of age and hereby accepts responsibility for being in charge of and for being on the premises at all times during the hire unless consent is obtained in writing by the community centre in advance of the hire taking place. We will not permit access to the centre to any guest or contractor for your event if the hall safety briefing has not been undertaken by a trustee to the person on the booking confirmation.

The Hirer agrees and must ensure that all conditions below, under this Agreement, relating to management and supervision of the premises are met before, during and after the hire.

### 2. Supervision

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

1. Supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort;

2. The behaviour of all persons using the premises during the hire whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway leading into the centre or the private road outside of the centre from the community centre sign to the centres main gates.

As directed by the Hall Secretary, 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.

### 3. Use of premises

The Hirer shall not use any part of the centre including the car park for any purpose other than that described in the booking request 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.

The hire must only use the parts of the centre that have been confirmed on the booking confirmation.

The hirer must not invite or permit entry to hall more the centre maximum capacity for the area hired.

The Maximum Capacity for the centre is

- Main Hall 80
- Committee Room 30
- Total Centre capacity 110 people - regardless of age and includes any staff employed for the event.

If your event intends to allow the consumption of alcohol you must inform the Hall Secretary or Booking Clerk at the time of the making the booking.

Alcohol must not be sold on the premises.

#### **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 during the hire including arrival and departure of guest, including the curtilage thereof or the contents of the premises
- (ii) all claims, losses, damages, and costs made against or incurred by the 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) The 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 Centre's 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.

(c) 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 Centre secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another Hirer.

The 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**

As Greenhithe Community Centre **does not hold** relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) **it is the responsibility of the Hirer to obtain the relevant license.**

**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. 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 Disclosure and Barring service 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 the Community Centre management committee with a copy of their DBS check and Child Protection Policy on request.

**9. 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 hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment,

The Hirer shall also comply with the hall's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the management committee.

(a) 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.
- The location and use of fire equipment.
- 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.

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

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious 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).

**10. Noise**

The Hirer shall ensure that the noise from the hirer and their guests is kept to a minimum 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 and in the event of a complaint being made during the event turn down any sound amplification equipment.

**The hirer must ensure all guests leaving the premises do not make undue noise within the carpark after 8pm and avoid guest congregating in the car park after 8pm during any hire.**

The hirer must ensure that no football games or activities take place on the block paved area of the car park as this area of the car park is subject to noise transmission and will affect our neighbours.

We appreciate it is hard to supervise children during a hire, however it is the hirers responsibility to supervise children whilst anywhere on the community centre premises including the car park and private road leading into the centre.

**11. Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and 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. Any person suspected of being drunk or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

***No illegal drugs including gas canisters may be brought onto or used in the centre premises or grounds if it is discovered / observed by community centre staff / volunteers that there is the use of illegal drugs during hire the hire will be terminated immediately.***

Any person suspected of being, under the influence of drugs shall be asked to leave the premises in accordance with the Licensing Act 2003.

If trustees of the centre find illegal drugs on the premises or notice any intoxicated person attempt to drive away from the centre, trustees have an obligation to report the issue immediately to the police and pass on details of the hall hirer to assist the police in any investigation.

The centre and charity is run by volunteers and any form of verbal or physical abuse to any of the charities volunteers will not be tolerated, in the event of verbal or physical abuse by the hirer or guests the event will be cancelled it has not taken place and no refund for any monies paid will be given. If the event is in process, then the event will be cancelled immediately and all guests will be asked to leave immediately and 30 minutes clean-up will commence.

**12. 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 and thermometer.

No cooking oil is to be brought into the centre and or used within the centre and its grounds, if cooking oil is used a deep clean of the room (Kitchen / Hall) will be required and will be charged back to the hire. A deep clean cost as of July 2022 £250.00 and is undertaken by the community centres cleaning contractor.

The centre does not permit the use of outside cooking equipment within the carpark (barbeque, etc.)

**13. Electrical appliance safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and, in good working order, its use must be supervised so that its operations in a safe manner in accordance with the Electricity at Work Regulations 1989. Ideally all electrical devices will be PAT Tested. If the Hirer is using sub contractor DJ or party event's organisers it is still the hirer obligation to ensure the equipment has been safety tested.

**14. Stored equipment**

The 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.

The 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 the 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.

Any item left in the hall that is not agreed by the centre will be disposed of after 7 calendar days if arrangements have not been made to collect it.

**15. Smoking / Electronic Cigarettes**

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 or vape does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

**16. Accidents and dangerous occurrences**

Any failure of equipment belonging to the 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 the Community Centre management committee **as soon as** possible and complete the relevant section in the Community Centre's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Community Centre Secretary will give assistance in completing this form and can provide contact details

First Aid equipment is provided by the centre, any used items must be disposed of in the yellow hygiene bags and placed into the hazardous waste bin in the baby changing / assessable toilet.

**17. 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 its grounds 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.

**18. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

**19. 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 the Community Centre. No animals whatsoever are to enter the kitchen at any time.

**20. 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 the 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.

**21. 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.

## 22. Cancellation

The Hirer has 14 calendar days from Date Of Issue of the Booking Confirmation to pay the Non-Refundable Deposit as outlined in the document to secure the booking, if no deposit is forthcoming then the booking will be cancelled and released into the system.

Following the Deposit payment the remaining balance is due 14 days before the event, during the 14 day period leading upto the event the balance is non-refundable.

Please note in the event of a cancelled booking the Non-Refundable Deposit or balance are non-transferable to a future event and will be retained by Greenhithe Community Centre as part of the cancellation fee.

The Community Centre 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) the Community Centre management committee reasonably considering 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 at 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 the Community Centre shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## 23. End of hire

The Hirer is responsible for leaving the premises (Hall, Kitchen, Toilets and Car Park) in the same condition as the centre was handed over to them at the start of the hire. It is not the centre staff role to clear up following the event. This means it must be returned in a clean and tidy condition including floors swept, all tables and chairs wiped down. All contents temporarily removed from their usual positions should be returned back to where they were at the start of the hall set up. All Rubbish must be removed from the centre and taken home **Any rubbish left will be charged at £2.75 per bag.**

**Failure to correctly return the hall at the end of hire in the condition received at the start of the hire will result in additional hall hire fees of 2 x hourly rate and an excessive cleaning fee of £30.00 per hour cleaning charge being applied.**

**All Party decorations including those on site by your appointed party providers must be removed at the end of the hire (Balloons props, Bouncy Castles etc), if these are left in the centre post hire for collection a £20.00 per day storage charge for each 24 hours will be applied and must be paid before collection.**

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

No sellotape or sticky products except blue tac or masking tape may be used on the centres wall.

## 25. No rights

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

**26. Non Permitted Activities**

No footballs or ball games are permitted in the centres or in the car park.

**27. Court Yard**

The Court yard which can be accessed by the committee room external doors is used to store the onsite nursery's outside play equipment, this equipment does not belong to the community centre and is therefore not available for use during the hire. If it is found that this equipment has been used by the hirer or their guest during the hire without the written consent / permission of the nursery, then the nursery reserves the right to make a charge for its use and to recover any monies for replacement equipment on a new for old basis for any damaged equipment.

**28. Use of Electrical Devices within the Centre**

Please note that all electronic devices used within the centre, connected or unconnected to the centre's electricity supply should be PAT Tested by a competent person prior to being used within the centre and is used under supervision.

Faulty Electronic Devices are a fire risk.

Please note that Hirers will be responsible for any damage to the centre caused by use of faulty equipment.

All Bouncy Castles providers and DJs must provide evidence of PAT testing of there equipment before a Trustee will allow for their equipment to connect to the centre electricity source.