

Hiring Agreement

Bishopton Community Centre ((CIO) informs hirers of the centre that by signing an agreement to use the Centre they are entering into a contract that could be used in evidence should legal action become necessary.

Payment

Online payments via BACS can be made to Bishopton Community Centre, sort code 30-90-90; account number 43910468. Please enter your name or organisation in the reference box so that we know you have paid.

Please make cheques payable to Bishopton Community Centre (CIO). No deposit is required from our regular users. Please note that the Board of Trustees reserves the right to define these.

Where there is a necessity to ask to make a different type of payment, please contact the duty Trustee.

Important information:

You must be over 18 years of age to make a booking. Be sure to read the Terms & Conditions, the hire agreement and instructions of use below. Please check your times and dates and make sure you are not going to clash with our regular users.

(1) Bishopton Community Centre (CIO) (2) The person or organisation hiring the centre as shown on the Booking Form AGREED as follows:

1. Throughout this Agreement:

1. The Bishopton Community Centre (CIC) where referred to as “we”; “our”, is to be construed accordingly and “we” and “us” mean and include the centre’s charity trustees, employees, volunteers, agents and invitees
2. the person or organisation named as hirer on 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
3. where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from a Trustee on info@bishoptoncommunitycentre.co.uk or, if the matter is urgent please phone 07927336783

2. In consideration of the hire fee described in the booking arrangements, we agree to permit you to use the premises for the purpose described and for the times described in the Booking Form. The details inserted in sub-clauses 2.1 to 2.6 below and the answers to the questions in sub-clauses 2.7 to 2.11 are terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

1. Date(s) required: these are the dates and times entered on the completed booking form: Day(s), Month, Time required (Hours) From Preparation
2. Community centre: (a) Registered Charity No: (1188894) (b) Authorised Representative: Penny Keynton-Hook info@bishoptoncommunitycentre.co.uk, 07927336783
3. Hirer: as named on the booking form where contact details are also entered (a) Name (b) Organisation (c) Name of Organisation’s Authorised Representative Address, Telephone Numbers & Email

4. Premises The booking agreement covers the part(s) of the premises specified on the booking form
5. Purpose/description of hiring: these purpose are specified on the booking form
6. Will tickets be sold for your event? Yes / No
7. Is food to be provided at the event? Yes / No
8. Is alcohol to be provided at the event? Yes / No
9. Will there be exhibition of a film? Yes / No
10. Will live music be performed or recorded music played? Yes / No

3. You agree not to exceed the maximum permitted number of people per room including the organisers/performers.
4. You agree with us to be present (or your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.
5. We and you hereby agree that the 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 agree otherwise in writing.
6. 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.

as signed on the booking form, duly authorised by Bishopton Community Centre (CIO).

as signed by the Hirer as described on the Booking Form

Standard Conditions of Hire

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

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:

1. supervision of the premises, the fabric and the contents;
2. care of the premises, safety from damage however slight or change of any sort; and
3. 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. 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 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:

1. You are liable for:

1. the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its contents
2. Hirers must have their own insurance cover for personal injury, public liability and other applicable risk. We will claim on our insurance for any liability you incur but you must indemnify us against:

2. any insurance excess incurred and
3. the difference between the amount of the liability and the monies we receive under the insurance policy. 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:** You must ensure that you hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL).
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. You must call the Fire Service to any outbreak of fire, however slight, and report details to our Health and Safety Trustee using the e-mail info@bishoptoncommunitycentre.co.uk

1. You acknowledge that you have received instruction in the following matters:

1. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
2. cation of fire fighting equipment is detailed on the website under 'Instructions': Item 3 - Fire Precautions (instructions for use are on the appliances).
3. Escape routes and the need to keep them clear.
4. Method of operation of escape door fastenings.
5. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
6. Location of first aid boxes in the kitchen.

2. In advance of any activity whether regulated entertainment or not you must check the following items:

1. That all fire exits are unlocked and panic bolts are in good working order.
2. That all escape routes are free of obstruction and can be safely used for instant free public exit.
3. That any fire doors are not wedged open.
4. That exit signs are illuminated.
5. That there are no fire-hazards on the premises.
6. That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied.

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 hall and avoid violent or criminal behaviour:

1. no one attending the event consumes excessive amounts of alcohol
2. 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 and 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.
15. **Stored equipment:** 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) 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:

1. 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
2. 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 there under. The land is owned by

Warwickshire County Council and smoking and vaping are prohibited on the premises or the surrounding premises including the car park' We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so off the Bishopton Primary School premises and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

17. **Incidents 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, which can be found with the First Aid box, in the cupboard in the kitchen.

18. **Explosives and flammable substances.** You must ensure that:

1. Highly flammable substances are not brought into, or used in any part of the premises.
2. 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. The Centre heating is controlled using a Hive thermostat by the duty trustee. Please phone if any issues eg no heating

20. **Animals:** You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises. All dogs to be on leads.

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 date of the event and we are unable to conclude a replacement booking, we will, at our complete discretion, require payment of the hire fee. We reserve the right to cancel this Agreement by giving you written notice in the event of: the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election; 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; the premises becoming unfit for your intended use; 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. **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.
27. **Fire Prevention:** No candles or other naked flames are allowed in the Centre.
28. **Cross contamination and infection control:** All hirers must comply with any regulations or infection control processes required by the government or the Trustees

Terms & Conditions of Hire

Charges: Use of all the tables and chairs together with kitchen utensils, crockery and cutlery in unlocked cupboards is included.

Catering: If this only involves tea & coffee then all the requisites such as kettles, cups and saucers are provided. Bring your own tea, coffee and refreshments. Washing-up materials are under the sink. We do ask you to bring your own tea towels. Any items used to be place in bin labelled 'Washing'. The dish washer has a 30 quick wash cycle. Please leave time if you are using it to wash and put away your items. A locked cabinet will be provided, under the sink with dishwashing tablets, with a key code.

Rubbish: You are required to take your rubbish with you as we do not have the facilities to dispose of it

Outside caterers: Are permitted to use the Hall for your event. Items for Hire for outside use: Tables and chairs, kitchen utensils, crockery and cutlery are available for use inside the hall only.

Alcohol: If you plan to sell alcohol at your event this requires you to arrange a licence specific licence form from the relevant authority. Serving alcohol at a private event does not require completion of the form but if you plan to have a cash bar at a private event then a licence is required. Please read the terms on the form which covers other activities requiring a licence, such as performance of music, the showing of film, dancing and plays.

Surety: Whenever alcohol is to be either sold or served at an event, Bishopston Community Centre reserves the right to require payment in advance of a surety of £100. The sum of £100 will be refunded, or deducted from your invoice, once BCC Trustees are satisfied there has been no damage to the fabric of the Centre and that no complaints of rowdy or unruly behaviour have been received from occupants of the several houses that are in close proximity.

We acknowledge the Ken Kennet Centre for use of Conditions and hire documents, Trustees BCC
October 2023