



# Kings Worthy Community Centre

## Standard Terms and Conditions of Hire – Agreement

### Introduction

These standard conditions apply to all hiring of the Kings Worthy Community Centre (referred to as KWCC), or any areas there within.

If the Hirer is in any doubt as to the meaning of the document, please contact the Hall Administrator: [office@kingsworthy-pc.gov.uk](mailto:office@kingsworthy-pc.gov.uk). These terms and conditions apply to all those who book and use KWCC.

They are part of an agreement between Kings Worthy Parish Council (referred to as KWPC/The Parish Council) and the Hirer, who may be an individual or an organisation represented by an authorised person. KWPC will assume that anyone making and accepting a booking on behalf of an organisation is duly authorised to do so.

In accepting these terms and conditions, the Hirer, being a person at least 18 years of age, accepts responsibility for being in charge of, and on, the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

All the conditions, plus any special conditions imposed at the time of the booking, apply unless specifically excluded in writing when the booking is confirmed.

In addition to complying with the conditions set out in this Agreement, the Hirer also agrees to read and comply with any guidance and restrictions imposed by UK Government, risk assessments, directions, posters, or other safety information that is displayed at the Hall and accepts responsibility for ensuring that those who attend their event/class are aware of all the conditions and comply.

Acceptance of the booking constitutes permission only to use the premises specified at time of hire and confers no tenancy or other right of occupation on the Hirer.

### Booking process

#### General

To maintain compliance, we will need to know the reason for your hire.

In general, events are only allowed between the hours of **8.00am and 10.00pm**. If you wish to run an event outside of these hours, please advise the Parish Office in advance of booking.

Failure to do so may result in your booking being cancelled.

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

- Supervision of the premises, the fabric and the contents including their care and protection from damage and/or change however slight.
- The behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to avoid obstruction of the highway and to ensure access for emergency vehicles is maintained at all times.
- The Hirer shall not use the premises for any purpose other than described in the booking request, and subsequent confirmation, and shall not sub-hire, or use, 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 premises or render invalid any insurance policies in respect thereof.
- Not allow the consumption of alcohol thereon without written permission from the Parish Office in advance of the booking.

### Making a Booking

Bookings for KWCC must be made through the Hallmaster booking software. If you require help using this software, then please contact the Parish Office.

The Hirer is responsible for (at the time of booking):

- Specifying the room and/or additional services required.
- Providing the date(s) and time(s) of the event(s).
- Providing the number of people attending (or a maximum limit if not known at the time of booking).
- Giving the required contact information to manage the booking.
- The reason for the hire.

Hire periods must be long enough to allow for any setting up of and dismantling/putting away of any furniture and equipment.

Hire periods of an hour or more are separated by a 15-minute shared changeover time to allow Hirers to set up on arrival and dismantle on departure. Hirers are required to finish promptly and to share the time in a co-operative manner.

If the Hirer requires additional time, then this should be included in the time booked. Please note that this 15-minute slot is shared between the hire that is closing and the hire that is setting up.

Current hire rates are available on the Parish Council website. Security/damage deposits may be charged at the discretion of the Parish Council. If your event type is not listed on our charges, please contact the Parish Office to confirm the booking and charge.

### Invoicing

Hirers will receive an invoice with payment instruction. For some hires, payment is required in full before the access key code is provided and the event can take place. Once payment has been received, the booking is confirmed.

### Accessing the Hall

The access code will be provided once payment has been received. The access code should not be shared with any third party without the express permission of the Parish Office.

Regular hirers are able to request an electronic key fob to access the building. Granting of this request is at the discretion of the Parish Office and if issued, the Hirer remains responsible for its security at all times including any instances of misuse.

### End of hire

The Hirer is responsible for leaving the premises and surrounding area in a clean and tidy condition, with all equipment, crockery and utensils cleaned and put away; lights, taps, equipment etc all turned off; all tabletops and kitchen surfaces wiped; furniture etc which has been moved returned to their storage place; all rubbish removed and placed in the appropriate bin; all windows closed and locked; and the building itself secured.

If the bins are full then please take any excess waste with you and do not leave bins overflowing. Do not dispose of food, chemicals, waste cooking oil or grease down the sinks or toilets. Any failure of equipment belonging to the Hall must be reported as soon as possible.

### Deposits and damage

For some events a returnable deposit may be requested, The Hirer is responsible for making good or paying for repairs following any damage (including accidental damage) to the premises or to the fixtures, fittings or contents, and for any loss of the contents during the period of their hire. This includes but is not limited to damage to the structure, floor, interior walls, and windows/doors as well as damage to the electrical and water systems, and any fire prevention apparatus including extinguishers etc.

### Cancellation

The maximum cancellation charge is the cost of the hire for the event that was cancelled.

The cancellation of a single use hire for an event will not be charged if more than 1 months' notice is given.

- if less than 1 months' and more than 1 weeks' notice the cancellation fee will be 50% of the hire charge
- if less than 1 weeks' notice is given the cancellation charge will be 100% of the hire charge.

We reserve the right to cancel a booking (which may be short notice) in the following circumstances:

- The premises being required for use as a Polling Station for a Parliamentary or Local Election or By-election or Referendum or any such poll.
- Reasonably considering that
  - Such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements.
  - Unlawful or unsuitable activities will take place at the premises as a result of the hiring.
- The premises becoming unfit for the use intended by the Hirer
- An emergency requiring the use of the premises as a shelter for victims or those at risk of flooding, snowstorm, fire, explosion or similar disasters.

In any such case the Hirer is entitled to a full refund of any monies paid, but KWCC will not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **The Hire**

### Alcohol and Drugs

We do not hold a licence for the sale of alcohol (which includes events where tickets are sold that include 'free alcohol').

If the Hirer wishes to sell alcohol at the event at the Hall, the Hirer must apply to the local Licensing Authority for a special licence (Temporary Event Notice (TEN)) for the Hirer/bar provider at the Hirer's expense and with advance agreement with KWCC.

The Hirer is responsible for taking action to avoid excessive consumption of alcohol to prevent disturbance to our neighbours and avoid violent or criminal behaviour. Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity.

### Alterations and Decorations

The hirer shall not use drawing pins, staples, Sellotape or any sticky substance apart from blu-tack on the walls or other surface. Decorations should not be of a combustible nature and should never be placed near light fittings or heaters.

Naked flames (e.g. tea lights, candles, sparklers or similar) are not allowed, excluding the use of candles on a birthday cake up with a maximum of 16 standard birthday candles. The use of Chinese Lanterns is also forbidden.

The Hirer is responsible for removing their decorations and all associated materials before they leave. Party poppers, party cannons, streamers, confetti or similar items may only be used with permission from the Parish Council in advance. Additional cleaning costs will be incurred by the Hirer if all debris from such items has not been cleared satisfactorily.

The Hirer is responsible for not allowing any highly flammable substances to be brought into or used in any part of the premises.

### **Gaming, Betting and Lotteries**

The Hirer shall ensure that nothing is done on or in relation to the Hall in contravention to the law regarding Gaming, Betting and Lotteries.

### **Heating**

The Hirer shall not interfere with the timer for the heating system as it is controlled automatically, but the temperature can be altered by using the thermostat on the wall by the light switches. Please ensure that the thermostat is returned to the original setting before you leave.

### **Noise**

The Hall is in a residential area, and we ask that the Hirer ensures that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning, thereby respecting our neighbours.

### **Childcare Act 2006**

If applicable, the Hirer shall ensure that any activities for children under eight years of age comply with the provision of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to the children. Checks may also apply where children over eight years and vulnerable adults are taking part in activities. The Hirer shall provide a copy of their CRB check and Child Protection Policy on request.

### **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.

## **Smoking**

The Hall is a strictly non-smoking premises. The Hirer is responsible for making sure that all those present at their event comply with the prohibition of smoking in public places provisions of the Health Act 2006.

## **Health and Safety**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Halls 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.

No more than the permitted capacity (40) may be present at any event.

Hirers must make themselves and any guests aware of the emergency escape routes and fire alarm/safety procedures as displayed in the Hall. Fire exits must not be obstructed in any circumstances. There is a fire blanket in the kitchen and fire extinguishers at various locations in the Hall.

All marked fire doors, external doors and the kitchen fire shutter must be closed when you leave.

## **Accidents**

There is a First Aid box and GDPR compliant Accident located in the kitchen.

Please note that the Parish Council are unable to provide first aid cover for your event and as the Hirer, you must accept all responsibility for first aid treatment including, as a result of, the use of the first aid box.

The Hirer must inform the Parish Council of all accidents involving injury as soon as possible and complete the relevant section in the KWCC Accident Book. Once completed, the accident form should be posted into the secure post box located by the kitchen door (ensuring it cannot be removed without unlocking the box). Alternatively, completed forms can be placed in the Parish Office's secure mailbox located next to the entrance doors (right hand side when viewed from the outside).

Certain types of accident or injury must be reported on a special form to the Health and Safety Executive – this is in accordance with the Reporting of Injuries, Diseases and

Dangerous Occurrences Regulations 2013 (RIDDOR). The Hirer may be contacted for information regarding the accident to fulfil the RIDDOR requirements.

Organisations who hire the hall have their own Health & Safety responsibilities (including the reporting of certain accident/injury) and thus notification of the accident/injury to the Parish Council does not constitute a discharge of these responsibilities.

If you use any of the fire or first aid equipment, please advise the Parish Council as soon as possible so that the items can be replaced, and the event of fire, the building can be checked.

Please note that sitting or standing on tables is forbidden – please use the chairs provided.

### **Fire Safety**

The Hirer is responsible for reading the information in the building regarding the action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the Hall.

The Hirer shall check the following items:

- That all fire exits are unlocked.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open
- The Fire and Rescue Service shall be called to any outbreak of fire, however slight, and details of any callouts must be provided to the Parish Council as soon as possible.

### **Food Hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

The Hirer is responsible for following requirements regarding food allergies.

Dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

### **Electric supply and appliance safety**

The Hirer shall ensure that any electrical appliances brought by them or an outside agency (e.g. caterer, disco operator) 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 (this includes the requirement for annual Portable Appliance Test/PAT).

Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

The Parish Council do not accept any responsibility or liability for any inconvenience or loss, including any consequential loss which may occur due to any power failure – however caused.

### **Insurance and indemnity**

(i) The Hirer is 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, damage 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)(c) and (d) 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 Hall 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.

### **No rights**

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