**Thank you for using Vicars Cross Community Centre. We hope that the Centre meets your expectations and needs, please let us know if there is anything that we can improve or adapt to enhance your experience.**

**If you are in any doubt as to the meaning of any of the Conditions, please seek clarification from us without delay. Please read this document before completing & signing the Booking Agreement.**

*Due to the number of requests we have for party bookings we cannot pencil in a date to secure it. A booking is only secured once a copy of the booking form has been sent and accepted by the Centre Manager (receipt of a booking form will be confirmed to you via email or telephone using the contact details provided on the booking form). Please therefore do not assume the booking is secured until you have had confirmation from us, we can get multiple booking forms for the same dates so a first come first served approach is taken.*

**1. Age**

You, not being a person under 21 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 main road(s).

(iv) 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 external site grounds) for any purpose other than that described in the Booking Agreement and must not sub-hire, 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. The use of candles and any other form of naked flame on site is strictly forbidden.

**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), and

(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-clause (i)(c). 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.

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

Hirers use the building at their own risk. The Management Team accepts no responsibility for loss or damage to the hirer’s property, howsoever caused. Vehicles are parked at the owner’s risk.

**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**

You must have our written permission for performance of live music and must make us aware of the playing of recorded music (under the Deregulation Act 2015) within your signed Booking Agreement.

**7. 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).

**8. Safeguarding children, young people and vulnerable adults**

You must ensure that any activities for children, young people and other vulnerable persons are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation.

**9. Public safety compliance including Fire Safety**

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 all Fire Safety Guidance, copies of which are available on site and can be sent to you electronically on request. Other formats of said guidance can also be provided if requested.

You must evacuate the building immediately if there is any outbreak of fire, however slight and call 999 as soon as it is safe to do so. Any outbreak of fire must also be reported to the Centre Manager (when safe to do so).

(i) You acknowledge that you 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 centre.

• The location and use of fire equipment. (See Fire Safety Policy & Guidance for diagram of locations)

• 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.

• To ensure fire fighting equipment remain accessible and free from obstruction at all times.

• Location of the first aid box.

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

• That all fire exits are unlocked and fire alarm ‘break glass’ points appear undamaged.

• 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 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.

During your period of hire it may be required for contractors to be on site to deal with any maintenance issues/ faults that need to be fixed as a matter of urgency. If this is the case, warning will be provided as early as practicably possible and contractors will be assisted by the Centre Manager or a member of the Parish Council during their visit. The contractors we work with will be inspected prior to contract to ensure they are reputable and have worked within similar public settings. If emergency works would result in a significant disruption to your session or the building being unfit for purpose meaning we would need to cancel your session short notice, please refer to ***Section*** ***23 Cancelations*** for guidance.

Maximum Capacity

Fire regulations restrict the total capacity of the centre to 120 persons.

Health and Safety

The Community Centres Health and Safety Policy and Procedures must be read, fully understood and adhered to at all times. A copy of this is available in ‘Centre Handbook’ located on site. The hirer shall comply with all regulations made in respect of the premises by Fire Authority, Local Authority, Licensing Authority or any other regulations applicable to activities being undertaken by the hirer, particularly in connection with any event, which constitutes regulated entertainment, at which alcohol is served or provided or which is attended by children.

**10. Bouncy Castles**

If the Hirer wishes to use a bouncy castle or similar inflatable device in the hall, the Hirer must ensure that the provider has their own Public Liability Insurance and must provide evidence of this at the time of booking. It is the responsibility of the Hirer to ensure that all inflatable play equipment carries a PIPA tag.

**11. Alcohol**

Sale of Alcohol

No alcohol is permitted to be sold on any part of the premises without the express permission in writing from the Management Team, following which the hirer is responsible for applying for the necessary Temporary Event Notice (TEN) to the licensing authority. As there is a limit on the annual number of TEN’s we are allowed, permission may not be granted but failure to obtain permission before issuing a TEN will result in the immediate cancellation of the event without compensation. Copies of documents must be provided to the Centre Manager for evidence prior to the event/s taking place.

**12. Noise**

Please 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.

All music, dancing and entertainment must cease no later than 11.30pm. Unless prior agreement from the Centre Manager has been given.

**13. 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:

(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.

**14. 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 provide a refrigerator, freezer and thermometer. If food is to be cooked or prepared on site this will require prior permission from the Centre Manager.

**15. 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. Any electrical equipment used at the building needs to carry a PAT certificate issued within 12 months. The use of any smoke generation or dry ice making machinery is strictly forbidden.

**16. 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 that has been agreed with Centre Manager) 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 equipment/ property is removed.

We may, in our discretion, dispose of any items 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.

**17. 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. E-Cigarettes and vaping are also not permitted within the building.

**18. 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 to the Incident Contact Centre. Our Centre Manager will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

**19. 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.

**20. 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.

**21. Animals**

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

**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 may, in our complete discretion, return the hire fee to you or require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

1. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
2. reasonable consideration 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;
3. the premises becoming unfit for your intended use;
4. 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 fees already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

Further Cancellation conditions are outlined in section 30 for block bookings

**24. Car Parking**

Cars shall not be parked so as to cause an obstruction to any parts of the building/car park or barrier at the rear.

For evening and weekend bookings with high attendance, additional parking can sometimes be made available on request. The Centre Manager must be informed at least one month before events so if agreed the arrangements can be made. Free Parking is available on site. Do not block the main access entrance or the access to the rear car park – access may be required for Emergency Vehicles.

You should be aware, that weekends particularly, car parking spaces can get exhausted very quickly, if vehicles are then to be parked on the road they need to be parked safely.

**25. 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. Please remember to switch off all lights when you have finished.

**26. 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 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.

**27. No rights**

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

**28. Fees & hire charges**

Each single booking will be invoiced after a completed booking form has been submitted to Centre Manager and Centre Manager has confirmed receipt. The invoice is to be paid within 10 days from the invoice date or in advance of the booked date – whichever is sooner. Payments should be made by bacs/faster payments with the invoice number and user name made clear (unless prior agreement of other payment means has been given by Centre Manger). If a payment is not received in this time the Management Team will attempt to make contact with the Hirer, however the Management Team have the right to cancel this booking whether contact has been made or not.

Additional fees and hire changes are outlined in section 29-34 that apply to regular hirers of the centre.

**29. Deposit System**

A Security Deposit is required for evening private hire bookings. This value is determined by the Centre Manager to reflect the nature of hire and will be held against loss, damage or special cleaning relating to the Hire and is refundable to the Hirer (less any repair / replacement / special cleaning costs) this will be returned within 14 days.

***Conditions of Hire Sections 30 -36 apply to block booking Hirers only***

**30. Insurance and Liability**

Where we do not insure the liabilities described in section 4 sub-clause (i)(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 Centre Manager. If you fail to produce such policy and evidence of cover, we have the right to cancel this Agreement and re-hire the premises to another hirer.

**31. Cancellation of block bookings**

Four weeks’ notice of cancellations of individual dates within the contract MUST be given to the Centre Manager by the Hirer otherwise full charge for the dates MUST be paid. Failure to pay invoices or any other unsatisfactory performance of the contract may result in the Centre Manager giving the Hirer one month’s notice to terminate the unexpired period of the contract. No compensation will be payable to the hirer. If the Centre Manager needs to cancel a date it will give, whenever possible four weeks’ notice. Cancellation of a booking contract by the Hirer will be accepted by the Centre Manager only after one months’ notice has been given. If the Hirer no longer wishes to use the centre within the months’ notice period the Hirer is still required to pay for this period. We reserve the right to cancel the Booking Agreement in full without written notice if any points in section 23 sub clause (ii), (iii) or (iv) arise.

**32. Fees & hire charges**

The Management Team reviews the centres running costs annually and any increases in hiring charges are made after one months’ notice has been given to the Hirer. This notice will be given in writing.

Each user group will be invoiced monthly in advance of the coming month’s sessions (unless other agreement in writing has been given by Centre Manager to Hirer) and the invoice is to be paid within 10 days from the invoice date. Payments should be made by bacs/faster payments with the invoice number and user name made clear (unless prior agreement of other payment means has been given by Centre Manger).

33. Late payments

An additional charge of £10.00 will be automatically added to the next invoice for any invoices not paid within 10 days.

**34.** **Music**

Where appropriate, you must hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) and be able to produce copies of these licences to the Centre Manager if requested.

**35. Storage space**

Storage is very limited and may be provided for regular users only, by prior agreement with the Centre Manager. It is provided on the understanding that it will be cleared, should the space be required for a reason. A weekly charge or annual charge for storage will be at the discretion of the Centre Manager. Any items stored are at the risk of the Hirer and the Community Centre accepts no responsibility for any damage or loss for the stored equipment howsoever caused.

**36. Safeguarding children, young people and vulnerable adults**

When requested and if appropriate, 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).

**Once you have completed the Booking Agreement form you will have accepted the Standards and Conditions of Hire outlined within this document.**