



## **Thorley Community Centre Limited (“The Company”) Standard Conditions of Hire (Regular Users)**

(If the Hirer is in doubt as to the meaning of the following, the Centre Manager should immediately be consulted.)

For the purposes of these conditions, the term Hirer shall mean an individual Hirer or, where the Hirer is an organisation, the authorised representative

### **1. Payment**

- 1.1. The Hiring Fee shall be payable monthly in arrears.
- 1.2. If the Hiring Fee has not been paid within 15 days of the date of invoice the Hirer shall also be further liable to pay a Late Payment Fee equivalent to 10% of the amount invoiced.

### **2. Supervision**

The Hirer will, during the period of the hiring, be responsible for supervision of the Centre, the fabric and the contents; their care, safety from damage however slight; or change of any sort and the behaviour of all persons using the Centre whatever their capacity; including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

### **3. Use of Centre**

- 3.1. The Hirer shall not use the Centre for any purpose other than that described in the hiring agreement and shall not sub-hire or use the Centre or allow the Centre to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the Centre anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without permission.
- 3.2. The Hirer shall not allow anything to be attached to walls by way of decoration; balloons notices etc. In particular no bolts, tacks, screws, pins or other like objects shall be driven into any part of the Centre nor shall any placards or other articles be fixed thereto.
- 3.3. No smoke machines are allowed.

### **4. Licences**

The Hirer shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor or the playing of recorded music (from the Performing Rights Society or Phonographic Performance Ltd or otherwise) and for the observance of the same.

### **5. Gaming, Betting and Lotteries**

The Hirer shall ensure that nothing is done on or in relation to the Centre in contravention of the law relating to gaming, betting and lotteries.

### **6. Public Safety Compliance**

- 6.1. The Hirer shall comply with all conditions and regulations made in respect of the Centre by the Fire Authority, Local Authority, and the Local Magistrates' Court or otherwise, particularly in connection with any event which includes bouncy castles or other inflated play equipment public dancing or music or other similar public entertainment or stage plays.
- 6.2. The Centre accepts no responsibility or liability for any risk or liability connected with the use of bouncy castles or other inflated play equipment and the Hirer uses such equipment at its own risk.

## **7. Health and Hygiene**

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

## **8. Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by him to the Centre and used there shall be safe and in good working order, and used in a safe manner. Where a residual circuit breaker is provided under terms of the PEL or CPL the Hirer must make use of it in the interests of public safety.

## **9. Indemnity**

- 9.1. The Hirer shall indemnify the Company and the Centre Manager for the cost of repair of any damage done to any part of the Centre including the grounds thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.
- 9.2. The Hirer shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Centre including public liability insurance in accordance with the provisions of condition 20 of these conditions. (The Centre is insured against any claims arising out of its own negligence relating to the Centre).
- 9.3. The Hirer shall indemnify the Company and the Centre Manager against all claims, demands, actions or proceedings arising from any damage to or loss, theft or removal of any property belonging to any person other than the Company.

## **10. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to the Centre Manager or a director of the Company as soon as possible. Any failure of equipment either that belonging to the Centre or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Centre Manager will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

## **11. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Centre, other than for a special event agreed to by the Company.

No animals whatsoever are to enter the kitchen at any time.

## **12. Compliance with The Children Act**

- 12.1. The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 (as amended) and that only fit and proper persons have access to the children and all necessary Disclosure and Barring Service (DBS) checks are carried out.
- 12.2. The Hirer shall act at all times comply with the Company's Child Protection Policy and if appropriate shall have a Child Protection Policy of its own and shall implement and carry out the terms of such policy and produce a copy of it to the Centre Manager at the Centre Manager's request.

## **13. 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 Centre, and shall indemnify the Company accordingly against all action,

claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

#### **14. Sale of Goods**

The Hirer shall, if selling goods on the Centre, 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.

#### **15. Cancellation**

15.1. All sessions booked must be paid for unless one month's written notice of cancellation has been received

15.2. The Company reserves the right to cancel this hiring in the event of the Centre being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election

#### **16. Unfit for Use**

In the event of the Centre or any part thereof being rendered unfit for the use for which it has been hired, the Company shall not be liable to the Hirer for any resulting loss or damage whatsoever.

#### **17. Refusal of Booking**

The Company reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the Hirer.

#### **18. End of Hire**

The Hirer shall be responsible for leaving the Centre and surrounding area in a clean and tidy condition, properly locked and secured and setting the alarm unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Company shall be at liberty to make an additional charge. The last user prior to the alarm being triggered will be held responsible.

#### **19. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure and that where amplified music is played that all doors and windows to the Centre remain shut.

#### **20. Bouncy Castles**

20.1. If the Hirer hires a bouncy castle or other inflatable play equipment for use at the Centre the following conditions must be observed:

20.2. When hiring inflatable play equipment, make sure you do so from a reputable company.

20.3. Ensure the hire company have at least £2,000,000 public liability insurance - you can check this by asking to see their insurance certificate.

20.4. Where possible, arrange for the company to set up the equipment for you. If you are planning to do this yourself, follow the operating instructions carefully.

20.5. Have the company operate its use for you. Otherwise, make sure you are given comprehensive instructions on how to use the equipment properly (including any checks that need to be made).

20.6. If you are setting up the equipment, pay particular attention to the requirements for siting and anchorage. The operating manual will detail what is required

- 20.7. When inflated, make sure that its use is always supervised by an adequate number of competent attendants, following any operating instructions that have been provided.
- 20.8. During operation, make sure that the inflatable is regularly checked and that arrangements are in place to rectify any defect found, or to ensure safety until this can be done.
- 20.9. If you are providing a bouncy castle or other inflatable play equipment the following conditions must be observed:
- 20.10. Check that the inflatable has written documentation from a competent inspection body to show it complies with the current British Standard (BS EN 14960).
- 20.11. Make sure that the inflatable has been tested by a competent person (usually those registered with PIPA1 or ADiPS2). If it has, it will have either a numbered PIPA tag or an ADiPs declaration of compliance (DoC). You can check that safety tests have been carried out and what to do if the equipment has no tag or DoC on the relevant websites<sup>3</sup>.
- 20.12. Check that all other associated equipment is safe, including any blower provided.
- 20.13. Complete any pre-use checks necessary including any signs of over-tension or sagging; the anchor points are in place; the connection tube and blower are firmly attached to each other; impact-absorbing mats are in position; there are no holes or rips in the fabric or seams etc.
- 20.14. Ensure that you have at least £2,000,000 public liability insurance.
- 20.15. **No inflatable should be used outside the Centre.**

## **21 Covid-19 Precautions**

Following the announcement of STEP 4, the Government has said that they are placing the responsibility on all of us and our personal behaviour, relying on guidance rather than legislation to ensure that infection is controlled and does not spread. This means that you are advised to continue with key elements of Covid security.

You, the hirer, therefore occupy the hall(s) at your own risk and will be responsible for ensuring those attending your activity or event comply with the COVID-19 Secure Guidelines while entering and occupying the hall, as shown on the poster which is displayed at the hall entrance, in particular using the hand sanitiser supplied when entering the hall.

You will be responsible for cleaning door handles, light switches, window catches, equipment, toilet handles and seats, wash basins and all surfaces likely to be used during your period of hire before other members of your group or organisation arrive and to keep the premises clean through regular cleaning of surfaces during your hire, paying particular attention to wash hand basins and kitchen sinks (if used), using your own ordinary domestic products.

You will be responsible for the disposal of all rubbish created during your hire, including tissues and cleaning cloths, taking all rubbish away with you when you leave the Centre.

Please take care when cleaning any electrical equipment. Use cloths - do not spray!

You will make sure that everyone likely to attend your activity or event understands that they **MUST NOT DO SO** if they or anyone in their household has had COVID-19 symptoms in the last 7 days, and that if they develop symptoms within 7 days of visiting the premises they **MUST** advise you and the Centre Manager on 01279 329686, and use the Test, Track and Trace system to alert others with whom they have been in contact.

We encourage the continued use of Track and Trace via the displayed NHS poster