

HEATHERTON COMMUNITY ASSOCIATION

STANDARD CONDITIONS OF HIRE

For the purpose of these Conditions the term hirer means an individual hirer where the hirer is an organisation the authorised representative.

THE HIRER AGREES:-

1. To be responsible for the supervision of the premises, the fabric and contents and also the care and behaviour of all persons using the premises during the period of hire.
2. Not to use the premises for any purpose other than described in the Hiring Agreement. They will not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way. They will not do anything or bring onto the premises anything which may endanger the premises or render invalid any insurance policies.
3. There will be no alcohol brought onto the premises for consumption without the written permission of the Community Association's Managing Committee. No application will be made for any licence to sell alcohol on the premises without the prior written permission of such Committee.
4. To ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
5. To comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Local Magistrates Court particularly in connection with any event including public dancing, music, entertainment or stage plays.
6. To observe all food, health and hygiene legislation and regulations. Since the premises themselves are not registered anyone involved in food handling on the premises is to have the appropriate qualifications under the Food Safety Act 1990/2006

7. To ensure that any electrical compliances brought onto the premises are safe, in good working order and comply with the Electricity at Work Regulations 1989.
8. To abide by all notices posted by the Committee on the premises.
9. To be responsible for returning all equipment to its place of storage and not to bring any heavy equipment onto the premises that may cause damage.
10. To remove all rubbish from the premises. Failure to do so will result in the hirer being charged for any cost incurred by the Committee in removing any such items and may lead to the hirer being banned from future use at the centre.
11. To ensure that any setting up time is within the period of hire and that by the end of the period of hire they have cleaned (sweeping brushes are available for this purpose) and cleared the premises. Failure to do so will result in an additional charge to be deducted from any damage retainer deposit and if necessary the Committee reserves the right to demand an additional fee to cover the cost of clearance and cleaning.
12. To refrain from attaching anything to the walls or floors of the premises without the prior written consent of the Committee.
13. To ensure they do not disturb or interfere with any other hirers or their guests who may be using other parts of the premises at the same time.
14. To ensure that any activities for children, young people or vulnerable adults are taking place with appropriate supervision and with compliance with all regulations in respect thereof appertaining to the Children's Act 1989 and subsequent Safeguarding Children and Young People's Regulations. The Committee reserves the right to exclude from the premises any organisation that fails to comply with these Regulations and it is the responsibility of organisers of activities concerned to ensure compliance with them and to ensure that only fit and proper persons have access to such people and that such persons are at all times in attendance.
15. To report any accident during the period of the hire to the caretaker and record details in the accident book which is located in the kitchen with a first aid kit.

16. To report any damage to the Community Centre, property or equipment immediately to the caretaker. The hirer will pay the Committee for the cost of repair for any damage done.
17. To ensure that no smoking takes place on the premises.
18. That the hirer is aware that the Committee will not accept responsibility for damage to or loss or theft of any property or effects brought onto the premises by the hirer. The hirer is responsible for arranging the insurance for their own property and effects and for insuring themselves and those taking part in activities organised by them.
19. That the hirer is aware that except in the case of trained guide dogs no animals are allowed onto the premises.
20. That the hirer is aware of its responsibility to ensure that any noise level from their function is not such as to interfere with or cause nuisance to neighbouring property owners.

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HIRER

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DATE

CONDITIONS PARTICULARLY RELATING TO PUBLIC ENTERTAINMENTS AND FIRE PRECAUTIONS

THE HIRER AGREES:-

1. Not being under the age of eighteen years of age to accept responsibility for being in charge of and on the premises at all times when the public are present and to ensure that all conditions relating to the management and supervision of premises are met.
2. That he/she has received instruction in the follow matters:-
 - 2.1 The action to be taken in the event of fire. This includes calling the fire brigade and evacuating the premises.
 - 2.2 How to use the fire equipment.
 - 2.3 Escape routes and the need to keep them clear.
 - 2.4 The method of operation and escape door fastenings.
 - 2.5 Appreciation of the importance of any fire doors and closing all fire doors at the time of a fire.
3. That in advance of any entertainment or play the hirer shall check the following items:-
 - 3.1 That all fire exits are unlocked and panic bolts in good working order.
 - 3.2 That all escape routes are free of obstruction and can be used safely.
 - 3.3 That any fire doors are not wedged open.
 - 3.4 That exit signs are illuminated.
 - 3.5 That there are no obvious fire hazards on the premises.
4. That he/she will ensure that the minimum number of competent adults required to be on duty for the number of persons attending a function to assist people entering and leaving (as set out at the end of these conditions) are present. All attendants must be at least eighteen years of age and the number of attendants required is double if most of the audience is under the age of sixteen. All persons on duty must have been instructed in their responsibilities in the event of fire and other emergencies

including attention to disabled persons, location and use of the fire fighting equipment available, how to call the fire brigade and the evacuation procedure.

5. The number of people allowed on the premises for dancing or seated is
6. All means of exit from the premises will be kept free from obstruction and immediately available for public exit.
7. Emergency lighting illuminating the exit signs and routes will be kept on during all times the premises are occupied (if not operated by automatic mains switching device).
8. The fire brigade will be called to any outbreak of fire however slight and details given to the caretaker.
9. Performances involving danger to the public will not be given.
10. That highly inflammable substances will not be brought onto the premises or used in any way.
11. No internal decorations of a combustible nature will be brought or erected on the premises.
12. That no unauthorised heating appliances will be brought onto the premises.
13. That he/she is aware that the premises can only be used for public entertainment between the hours of to Monday to Saturday inclusive and to on a Sunday.