

# BUGBROOKE SPORTS AND COMMUNITY CENTRE HIRING AGREEMENT AND STANDARD CONDITIONS OF HIRE

DATED:

**PARTIES:**

- 1) The Bugbrooke Community Centre named in clause 2.1 acting by its Committee of Trustees
- 2) The person or organisation named in clause 2.2:

**AGREED** as follows:

**1.** Throughout this Agreement:

- the Bugbrooke Community Centre named in clause 2.1 is referred to as “we” / “our” is to be construed accordingly and “we” and “us” mean and include the Bugbrooke Community Centre’s charity trustees, employees, volunteers, agents and invitees
- the person or organisation named in clause 2.2 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
- where you must seek our consent, tell us about something, or give us something, you must speak to and seek consent from the Community Centre Manager.

**2.** In consideration of the hire fee described in clause 2.4, we agree to permit you to use the premises selected in clause 2.3 for the time specified in 2.3 for the purpose described in clause 2.5. The details inserted in sub-clauses 2.1 to 2.5 below and the answers to the questions in sub-clauses 2.6 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.

**2.1 Bugbrooke Community Centre:**

- a) Registered Charity No: 269897
- b) Authorised Representative: Community Centre Manager
- c) Name   
Address: Camp Close, Bugbrooke, NN7 2PF  
Telephone: 01604 832834                      Email: Bugbrookecc@outlook.com

**2.2 Hirer:**

- a) Name:
- b) Organisation:
- c) Address:
- d) Phone:
- e) Email:

### 2.3 Rooms to be Hired

Main Hall  Small Hall  Committee Room  Lounge  Kitchen

**\*\*\*Storage of equipment:** Any storage of equipment must be agreed prior to the event/letting by the Centre manager

#### Date(s) Required:

a) Date:(dd/mm/yy)

b) Start Time:

End Time:

(Include sufficient time for preparation and clearing away)

### 2.4 Hire Fee

**Hire Charge:** The full cost of the hire is required once the booking has been accepted and an invoice submitted. No booking is confirmed without payment being received, and failure to pay the invoice will result in the booking being cancelled.

**Indemnity Deposit:** An indemnity deposit of £150 is required on all bookings 4 weeks prior to the event. This will be returned after the function, provided no problems are encountered. The centre reserves the right to claim back damages in excess of the deposit of £150 should the situation arise.

**Cancellations by the Hirer.** The Hirer may cancel the booking at any time, but the percentage of the refund will be determined as follows.

Period before hire date within which written confirmation of the cancellation is received by BSACC.

#### Percentage of the hire fee to be returned

From the date of booking until 90 days before the event Full Refund

90 – 57 days 50% deducted 50% returned

56 – 42 days 60% deducted 40% returned

41 - 15 days 75% deducted 25% returned

14 – 7 days 90% deducted 10% returned

Under 7 days No refund

**Cancellations by the Association:** The association reserve the right to cancel any hiring on reasonable notice being given, or in the event of any breach of these conditions.

Should it be necessary to cancel the booking due to events outside the control of the association, we will refund to you all monies paid by you to us. We will not, however, be liable to make any further payment to you in respect of expenses, costs or losses incurred directly or indirectly by you in relation to any such termination.

### 2.5 Purpose/description of hiring:

2.6 Will tickets be sold for your event?

Yes / No

- 2.7 Is food to be provided at the event? Yes / No
- 2.8 Is alcohol to be provided at the event? Yes / No
- 2.9 Will there be exhibition of a film? Yes / No
- 2.10 Will live music be performed or recorded music played? Yes / No
- 2.11 Is this a commercial hire? Yes / No

3 You agree not to exceed the maximum permitted number of people per room including the organisers/performers

- Main hall: 200
- Small Hall: 60
- Lounge: 40
- Committee room: 30

4 The hall **DOES NOT** have a licence:

- a. with the Performing Right Society (PRS) for the performance of copyright music
- b. from Phonographic Performance Licence (PPL).

4.1 We have a Premises Licence authorising entertainment and the sale of alcohol by the Bugbrooke Community Centre. It does not permit the sale of alcohol by the hirer. If the hirer wishes to sell alcohol they must apply for a Temporary Event Notice (TEN)

5 You agree with us to be present during the hiring and to comply fully with this Agreement.

6 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 and you agree in writing.

7 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.

Signed by the person named at 2.1(c) above, duly authorised, on behalf of the Community Centre:

Name:

Signed by the person named at 2.2(a) above, duly authorised, on behalf of the organisation named at 2.2(b) above, where applicable:

Name:

## **Standard Conditions of Hire**

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from the Community Centre Manager 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:

- (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,

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**

- (i) You are liable for:
  - a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents
  - b) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WiFi service (if any)
  - c) 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 your use of our WiFi service (if any), and
  - d) 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/or the use of our WiFi service.
  - e) Commercial Hirers will need to provide a copy of their insurance certificate for third party liability when returning the booking form.

- f) Hirers must satisfy themselves that any contractors whose services they use have insurance cover for their activity/service provided.

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) where appropriate.

**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 and Film Screening Licences for showing films. 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 adults at risk**

All hirers who wish to use the hall for activities which include children and adults at risk, other than for hire for private parties arranged for invited friends and family, are required to either produce a copy of their Safeguarding Policy and evidence that they have carried out relevant checks through the Disclosure and Barring Service (DBS) when requested to do so, or confirm that they have understood and will adhere to the Centre's principles and procedures with regard to safeguarding.

**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 give details to the Community Centre Manager.

- (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 hall.

- The location and use of fire equipment. (Include diagram of location when handing over keys.)
  - 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.
  - 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 panic bolts are in good working order.
  - 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 (if not operated by an automatic mains failure switching device).

## **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:

- (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.

## **13. Alcohol, Food, health and hygiene**

If a bar service is available, dependent upon staff resources, a corkage charge would be applied to wine & champagne brought in for the event at £3.75 per bottle. If unavailable the Hirer may supply their own alcohol, providing this has been agreed at the time of the booking and details have been given to the Community Centre Manager; a small additional charge will be levied. Any person using the bar must be bound by the legislation concerning its use (in particular the Licensing Act 2003). Last orders are at 11:00pm Cash and Card payments are accepted

Food may be brought into the premises as declared on the booking form. Food waste can be bagged and placed in the large green bin outside the building. It must not be left in the kitchen or the hall. Tables should be wiped down and packed away after the event.

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.

#### **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:

- (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.

#### **16. 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.

#### **17. Accidents and dangerous occurrences**

You must report to the Centre Manager 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 appropriate Authority in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

#### **18. Explosives and flammable substances**

You must ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises.

- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.
- (iii) Decorations may be put up with permission from the Community Centre Manager. Use only Blu tac only or 3M command strips that can be removed without damage to the centre. **Helium Balloons are not allowed in the Main Hall.** If used in the small hall they should be brought in just before the event.

## **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.

## **20. Animals**

Unless by prior approval you must ensure that only Guide dogs, Hearing dogs and Assistance Dogs are allowed on the premises.

## **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 all 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. WiFi Services**

When using the WiFi service you agree at all times to be bound by the following provisions:

- (i) not to use the WiFi service for any for the following purposes:
  - a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
  - b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
  - c) interfering with any other persons use or enjoyment of the WiFi service; or
  - d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
- (ii) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

## **24. Termination of the WiFi service**

We have the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) if you use any equipment which is defective or illegal;
- (ii) if you cause any technical or other problems to our WiFi service;
- (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
- (iv) if you resell access to our WiFi service; or
- (v) if you use our WiFi service in contravention of the terms of these Standard Conditions.

## **25. Availability of WiFi Services**

- (i) We make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.
- (ii) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the main halls.
- (iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

## **26. Privacy and Data Protection**

- (i) We may collect and store personal data through your use of our WiFi service.
- (ii) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service.
- (iii) By using our WiFi service, you agree to the terms of clause 23. If you would like more information or object to anything in these conditions, you should speak to: The Community Centre Manager

## **27. Cancellation**

If you wish to cancel the booking before the date of the event we will return the hire fee as per the Hire Agreement. (Para 2.4)

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

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;

- (ii) 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;
- (iii) the premises becoming unfit for your intended use;
- (iv) 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 monies already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

#### **28. End of hire**

All events must finish at midnight. The hirer must advise musicians / discos to finish playing at 11.30pm to allow time for packing up. Guests should be advised to book taxis for 11.45pm.

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.

#### **29. No alterations**

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, 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.

#### **30. No rights**

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