



AT THE HEART OF
OUR COMMUNITY

HIRE AGREEMENT and STANDARD CONDITIONS OF HIRE

Introduction

Seend Community Centre warmly welcomes HIRERS and their guests. Please read through these terms and conditions of hire and contact us if you have any questions or require additional information.

The following terms are used in this document:-

The Premises – the Seend Community Centre building, car park, paved patio and surrounding grassed areas

The Hirer – any individual, group or organisation entering into an agreement for use of the Premises

Agreements with Seend Community Centre and its Management Committee for use of the Premises shall be subject to these Terms and Conditions. The Terms and Conditions apply to ALL bookings whether made through the online booking system, in person or by mail. In placing a booking, Hirers confirm that they accept and will abide by all of these Terms and Conditions. If the Hirer is in any doubt as to the meaning of any of the following, the Hirer should contact the Community Centre Management Committee (seendcommunitycentre@gmail.com) before finalising the booking.

1. Supervision

The Hirer, being a person over 18 years of age, accepts responsibility for being in charge of the Premises, their fabric and contents, and the behaviour of all persons using the Premises during the hiring. The Hirer shall inform the Community Centre Management of any damage caused and 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, caused by any person that they invite or allow onto the Premises, including their contractors (e.g., caterers or disco providers).

2. Use of Premises

The Hirer must not use the Premises, including the car park, paved patio and surrounding grass areas, for any purpose other than that described in the Booking Hire Agreement. The Hirer shall ensure that nothing is done on or in relation to the Premises in contravention of the law.

3. Public safety compliance

(a) AT THE START OF THE EVENT, Hirers must ensure that they are fully aware of the following:

- The action to be taken in the event of a fire
- The location of fire fighting equipment and of Fire Exits within the Community Centre - **PLEASE CONSULT THE FLOOR PLAN ON THE NOTICE BOARD** (copies available on request)
- The location of the First Aid boxes.

AT THE START OF THE EVENT, the following must be checked:

- That all fire exits are unlocked.

- That all means of exit are free of obstruction and can be safely used.
- That Fire Exit signs are clearly visible and illuminated.
- That there are no obvious fire hazards on the Premises.

(b) THROUGHOUT THE HIRING the following must be ensured:

- That all means of exit from the Premises are kept free from obstruction.
- That Fire Exit signs are clearly visible and illuminated.

A Checklist for Events will be made available to assist with the above requirements. Please ensure you have this available at the Event.

4. Outbreaks of fire

The Fire Service shall be called to any outbreak of fire, however slight.

5. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations and, if using the kitchen, comply with the displayed **Notice of Conditions of Use**.

6. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them or their agents to the Premises and used there shall meet all current legislative requirements and be used in a safe manner.

7. Insurance and indemnity

The Hirer is liable for

- Costs arising from accidental and malicious damage (including our WiFi service) arising from their negligence
- All claims, losses, damages and costs made against us in respect of damage or loss of property or injury to persons arising out of the Hirer's use of the Premises and use of our WiFi service.

NB. Seend Community Centre is not insured for Hirers' liability where it is hired for commercial or political purposes. **In such cases the Hirer must have insurance covering such liability.**

8. Accidents and dangerous occurrences

The Hirer must report to a member of the Community Centre Management Committee, or a member of the staff, all accidents involving injury to the public **as soon as possible** and complete the Community Centre's accident report form.

Any failure of equipment belonging to Seend Community Centre or brought in by the Hirer must also be reported **as soon as possible**.

9. Heating

No unauthorised heating appliances may be used on the Premises without the prior consent of a member of staff or the Community Centre Management Committee. Portable liquefied propane gas (LPG) heating appliances may not be used.

10. Cancellation

Seend Community Centre reserves the right to cancel this hiring by written notice to the Hirer in the event of

- (a) the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the Community Centre Management Committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, or other legal or statutory requirements, or (ii) unlawful activities will take place at the Premises as a result of the hiring, or (iii) the hiring will be in any way detrimental to the Community Centre
- (c) the Premises becoming unfit for the use intended by the Hirer
- (d) 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 the Hirer shall be entitled to a refund of any deposit already paid, but Seend Community Centre shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

Refund of fees following cancellation by the Hirer shall be at the discretion of the Community Centre Management Committee. A 50% deposit is required at time of booking and is not refundable. Cancellation of the booking by the Hirer less than one calendar week prior to the event will incur the full booking fee, unless due to exceptional circumstances, as agreed by the Community Centre Management Committee.

11. Noise

The Hirer shall be mindful of the effects of noise on the surrounding householders and shall ensure that the minimum of noise is made, especially on arrival and departure, particularly late at night and early in the morning. If using sound amplification equipment, the Hirer must comply with the licensing conditions for the Centre. Drunk and disorderly behaviour is not permitted either on the Premises or in the immediate vicinity.

12. Music Copyright licensing

The Hirer must check that Seend Community Centre holds relevant Performing Rights licences for an event involving live or recorded music, or, where appropriate, the Hirer must hold such licences.

13. Premises Licence for the sale of alcohol and regulated activities

Seend Community Centre holds a Premises Licence to sell alcohol and operates a professionally managed bar. All drinks, including soft drinks consumed on the Premises must be purchased from the bar unless otherwise agreed in advance in writing. The Management Committee reserve the right to confiscate any items in breach of this agreement.

Licence Conditions - Seend Community Centre's Licence authorises the following regulated entertainment activities at the times indicated.

- A) The performance of a play (indoors or outdoors)
Monday – Saturday 1.00pm –11.30pm Sunday 1.00pm –11.00pm
- B) Exhibition of films (indoors)
Monday – Saturday 1.00pm –11.30pm Sunday 1.00pm –11.00pm
- C) Indoor sporting event
Monday – Saturday 9.00am –11.30pm Sunday 9.00am –11.00pm
- D) Performance of live music (indoors or outdoors)
Monday – Thursday 11.00am –11.30pm Sunday 11.00am –11.00pm
Friday & Saturday 11.00am – 12.30 am
- E) Playing of recorded music (indoors)
Monday – Thursday 11.00am –11.30pm
Friday & Saturday 11.00am –12.30am (Midnight on New Year's Eve)
Sunday 11.00am –11.00pm
- F) Performance of dance (indoors and outdoors)
Monday – Saturday 11.00am –11.30pm Sunday 11.00am –11.00pm
- G) Entertainment similar to D) E) or F) (indoors & outdoors)
Monday – Thursday 10.00am –11.30pm
Friday & Saturday 10.00am - 12.30am Sunday 10.00am –11.00pm
- H) Provision of facilities for making music (indoors & outdoors)
Monday – Thursday 10.00am - 11.30pm
Friday & Saturday 10.00am-12.30am Sunday 10.00am –11.00pm
- I) Provision of facilities for dancing (indoors and outdoors)
Monday – Thursday 9.00am –11.30pm
Friday & Saturday 9.00am-12.30am Sunday 9.00am –11.00pm
- J) Provision of facilities for entertainment of a similar description to that falling within H) or I) (indoors & outdoors)
Monday – Thursday 10.00am –11.30pm
Friday & Saturday 10.00am-12.30am Sunday 10.00am –11.00pm

The Hirer agrees that if any of the above entertainment activities take place during the hiring, they will be restricted to the licensed hours and that the Hirer will consult the Community Centre Management Committee if they are in doubt about any planned activity.

Seend Community Centre has a licence with PRS for Music (the Music Licence) and PPL for the performance of copyright music . This however does not cover any third party hire to commercial organisations or individuals earning an income from their activities within the Centre. In these cases responsibility for holding the relevant licence(s) rests with the hiring third party.

14. Safeguarding children, young people and adults at risk

Hirers must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. All reasonable steps must be taken to prevent harm and to respond appropriately when harm does occur. Relevant concerns must be reported.

15. Hirer's equipment

Seend Community Centre accepts no responsibility for any equipment or other property brought onto or left at the Premises, and all liability for loss or damage is hereby excluded.

16. No alterations

No alterations or additions may be made to the Premises, nor may any fixtures be installed, or other articles be attached in any way to any part of the Premises, other than by the use of Blu-Tack, without the prior written approval a member of the Community Centre Management Committee.

17. Police

We may routinely inform the police about events and bookings planned at the Community Centre.

18. Responsible Person

Hirers must nominate a **responsible adult** who will be present throughout the duration of the hire and who will be responsible for the conduct of guests throughout the duration of the hire. This is particularly important for events where there is likely to be a predominance of people aged under 25 and where alcohol is served. This requirement will also apply to any other occasion where the Community Centre Management Committee see it as advisable.

19. Fireworks and Chinese Lanterns

No fireworks (indoor or outdoor), bonfires or lanterns with a naked flame may be lit, let-off or released at any time on land owned by the Seend Trust, including the Premises.

20. Smoking

We operate a strict No Smoking policy other than in designated outside areas. The use of electronic "e-cigarettes" and "vapes" is also prohibited in the building.

21. Outside caterers

Hirers may self-cater at no additional cost, subject to the conditions of use of the kitchen. Outside professional caterers may be used but must be able to provide evidence of their insurance.

22. Inflatable play areas (Bouncy Castles)

Hirers may use Bouncy Castles subject to prior authorisation by the Community Centre Management Committee and subject to the Hirer confirming that their contractor:

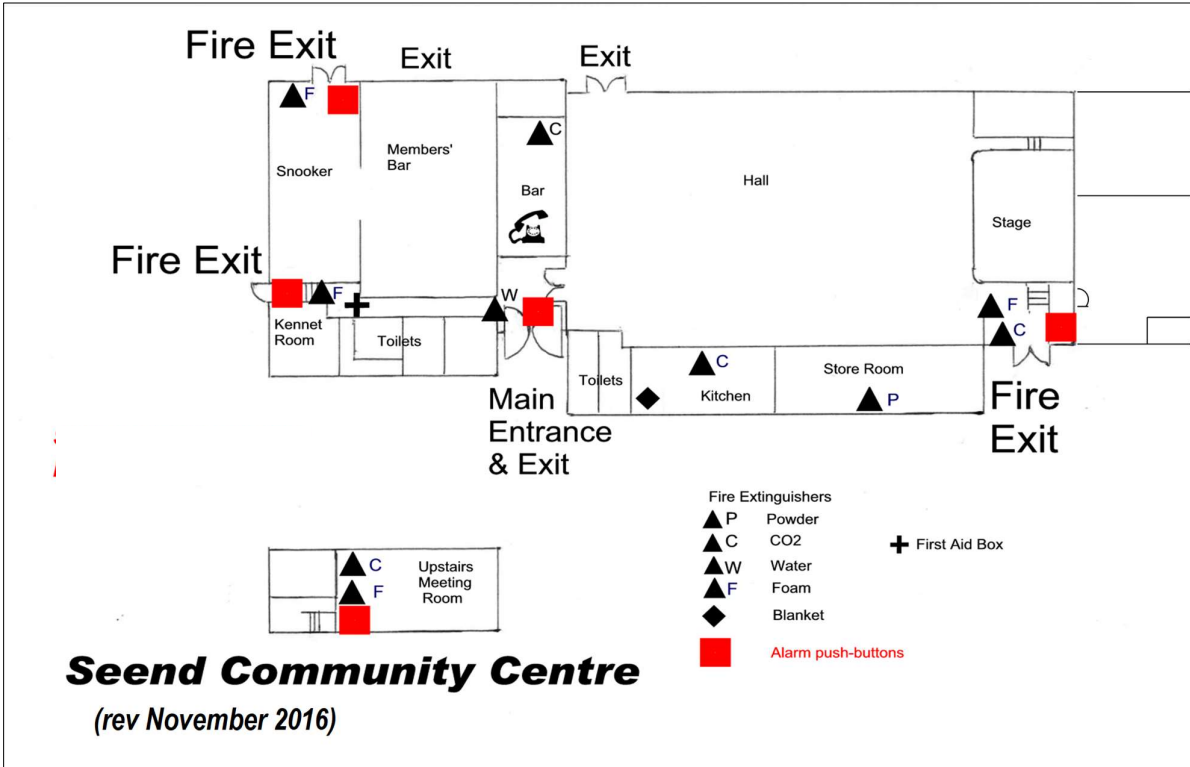
1. Fully complies with “The Safe Operation of Inflatable Bouncing Devices” issued by the Inflatable Play Inspection Schemes.
2. Employs suitable experienced and trained adult personnel where the contractor’s company are responsible for setting up, operation and supervision of the bouncy castle
3. Provides written evidence of a current Public Liability Insurance Policy with a limit of indemnity of at least £1M. This insurance is to cover the liability of the Hire Company.

23. End of hire

The Hirer is responsible for leaving the Premises and surrounding area in a clean and tidy condition and, unless directed otherwise, properly locked and secured. We reserve the right to charge a cleaning fee should the premises be left in an unacceptable condition.

February 2024

Attached: Floor Plan and Fire Evacuation Instructions



PLEASE RETAIN THIS FLOOR PLAN AND THE FOLLOWING FIRE EVACUATION INSTRUCTIONS FOR YOUR USE DURING THE HIRE PERIOD.

In Case of Fire

Alert others - Activate the alarm by pressing one of the red alarm push buttons which are situated at each fire exit and in the Upstairs Meeting Room)

Dial 999 for the Fire Brigade.

The location of the building is Rusty Lane, Seend.

The Post Code is SN12 6NS

IF SAFE TO DO SO, try to contain the fire using the appliances provided

Leave the building by the nearest exit

Assemble on the Lye Field opposite the main entrance.

Where possible, close all doors behind you

Do not stop to collect belongings

Do not re-enter the building until authorised to do so by a Fire Officer.