

FAIRFORD COMMUNITY CENTRE CONDITIONS OF HIRE

1. For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, its authorised representative. The term TRUSTEES shall mean the Trustees of Fairford Community Centre (FCC) Ltd. The term ROOM/S shall mean that part of Fairford Community Centre agreed for hire in the letting agreement.

Hire of Rooms

2. All applications for room hire are to be in writing or made electronically on the form provided and forwarded on completion to the FCC Ltd Office. The person who signed the application or who sent the form electronically shall be considered the HIRER. The HIRER shall be personally responsible for complying with the conditions of hire and with the associated Fairford Community Centre User Guide. The HIRER shall be at least 18 years of age.

3. FCC Ltd holds a Premises Licence under the provisions of the Licensing Act 2003. The HIRER shall observe the permitted licensable activities. A copy of the Premises Licence may be viewed at the FCC Office and the HIRER shall be deemed to have had notice of the permitted licensable activities.

4. The HIRER shall not use the ROOM/S for any purposes other than that described in the hiring agreement.

5. The period of hire and the charge for the hire shall be as stated in the hiring agreement.

6. The Trustees reserve the right to charge a refundable deposit and to retain part or all of the deposit or to demand further payment should extra cleaning or attributable damage need rectifying after the hire. Any refunds of deposit will normally be made within 14 days of the hire.

7. The HIRER shall not sub-let the ROOM/S or any part thereof.

8. The HIRER shall not to use, or permit use of, rooms other than those specified in the hire agreement.

9. The TRUSTEES reserve the right to cancel a hiring in the event of the building being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case the HIRER shall be entitled to a refund of any deposit already paid.

10. The TRUSTEES reserve the right to put an immediate stop to any entertainment or meeting which in their opinion is in breach of the conditions of hire.

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

12. The TRUSTEES reserve the right to amend the conditions of hire at any time and will give one month's notice of any such amendment.

Alcohol

13. The HIRER is to inform the TRUSTEES if it is proposed that alcoholic drinks are to be available at the event. No retail sale of alcohol may be undertaken by the HIRER except with the written permission of the TRUSTEES and with the appropriate licence. Alcohol should not be stored or left in the building.

Indemnity

14. FCC Ltd is insured for legal liability for accidental injury to third parties or for damage to their property arising from use by the HIRER of the Community Centre. This insurance cover will also apply to the HIRER, provided the £5m limit of indemnity is not exceeded and the use of the Community Centre by the HIRER is for non-commercial purposes. The HIRER is advised to confirm that any commercial enterprise used by them is also adequately covered whilst operating in the Community Centre.

15. The HIRER shall indemnify the TRUSTEES for the cost of repair of any damage done to any part of the Community Centre and surrounding grounds or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

16. The HIRER shall, if selling goods in the Community Centre, comply with the Fair Trading Laws and any code of practice used in connection with such sales. The HIRER shall be responsible for any risks associated with their goods whilst in the Hall.

Public Safety

17. No smoking is permitted in any part of the building.

18. Electrical installations must not be disconnected or otherwise interfered with. The HIRER shall ensure that any electrical appliances brought by them, or anyone acting on their behalf, into the Community Centre are safe and in good working order and are tested and in date to the required regulations. The HIRER shall ensure that no additional lights or extension from the electrical distribution system shall be used without the previous written permission of the TRUSTEES.

19. The HIRER shall be responsible for ensuring that emergency exits are kept clear of obstructions and for the necessary actions to be taken in the event of fire, including calling the Fire Brigade and evacuation of the Community Centre. Schematic Layouts of the building showing emergency exits and equipment are displayed on the notice boards located inside the side entrance door to the Community Centre and near the

back door. The nearest public telephone is situated on the High Street opposite the Community Centre.

20. The discharge of fireworks within the Community Centre and its grounds is prohibited.

21. No animals (including birds) except guide dogs or personal assistance dogs are permitted within the Community Centre, other than for a special event agreed to by the TRUSTEES. No animals whatsoever are permitted within the kitchen.

22. THE HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

23. The HIRER must record details of all accidents involving injury in the Community Centre's Accident Book. Certain types of accident or injury may have to be reported on a special form to the local authority. The TRUSTEES will give assistance in completing this form. The Accident Record Book will be located by the first aid kit. Accidents must be reported to FCC Ltd (via the FCC office) at the earliest opportunity (the Quality Questionnaire can be used).

24. The HIRER is to report any breakage or failure of equipment, belonging to the Community Centre in the Damage Report Log. The Damage Report Log will be located in the Farmor Room. Damage must be reported to FCC Ltd (via the FCC office) at the earliest opportunity (the Quality Questionnaire can be used).

Prevention of Public Nuisance

25. The HIRER shall, during the period of the hiring, be responsible for the supervision of the ROOM/S, 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 ROOM/S whatever their capacity.

26. The HIRER shall take steps to minimise the noise generated by those arriving and departing from the event they are hosting.

Protection of Children from Harm

27. THE HIRER shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children.

28. The HIRER shall abide by the British Board of Film Classification (BBFC) when any films are shown. If any "adult entertainment" is to take place, the HIRER is to ensure that this does not take place in front of minors.

Use of the Community Centre

29. The HIRER shall ensure that no bolts, nails, tacks, screws, bits, pins, Sellotape, Blu-Tack or other like materials shall be driven into or fixed to any part of the Hall nor shall any placards or any other articles be fixed thereto without the previous written permission of the TRUSTEES.

30. The HIRER shall ensure that no flags, emblems or any other decorations are displayed outside any part of the Community Centre without the previous written permission of the TRUSTEES.

31. The HIRER shall be aware of the location of the first aid kits. First aid kits are located in the Farmor Room and Kitchen. The kits do not contain drugs.

32. The HIRER shall be aware of the caution to be exercised when moving furniture and equipment. Additional equipment, furniture, etc provided by the HIRER must be brought into the Hall and removed within the hiring times, or within prior agreed times. Hirers wishing to leave any equipment in the building must obtain prior permission from the Trustees and must be aware that FCC Ltd has no responsibility for any items left in the building. Items left in the building will be retained for 1 month and then disposed of.

Room Capacity

33. The maximum function capacity of each of the Rooms available for hire specified in the Table below and the HIRER undertakes that these limits shall not be exceeded.

	Capacity (persons)		Capacity (persons)
The Farmor Room	110	The Keble Room	100
The Heritage Room	25	The Tame Room	25
The Barker Room	35	The Mico Room	20

Actions on Commencement of Hire

34. The HIRER shall, on commencing the period of hire, ensure that:

a. The Intruder Alarm System is switched off in accordance with the Fairford Community Centre User Guide.

b. They have noted the condition of the Hall and any problems, advising the TRUSTEES if necessary.

- c. They advise those for whom they are responsible of the fire and emergency arrangements and ensure these are carried out in the event of an emergency.

Actions on Completion of Hire

35. The HIRER shall, on completing their period of hire, ensure that:
 - a. All equipment used, including tables and chairs, is properly stowed away.
 - b. Taps are off at Tea points and in the lavatories.
 - c. If the HIRER has used the Kitchen, the taps, the cooker and all other kitchen appliances with the exception of the fridge, are switched off at the mains sockets and that all equipment used has been cleaned and stored away. The dishwasher is to be left empty.
 - d. All lights, except emergency and security lights, are off.
 - e. All exterior doors and windows are closed, (ensure exterior doors are shut and not on the latch).
 - f. Check that all rooms have nobody left inside.
 - g. Any breakages, defects or potential hazards are recorded in the Community Centre Damage Report Log and reported to FCC Ltd (via the FCC office) at the earliest opportunity (the Quality Questionnaire can be used).
 - h. Areas used during the Hire period are left clean and tidy. If the Trustees deem that the areas have been left in an unsatisfactory state, the HIRER shall be liable for the cost of cleaning at the rates specified at the time of booking,
 - i. All items brought by the HIRER and anyone using the Hall during the hire period are removed except by prior arrangement with the Trustees. The TRUSTEES will not be responsible for any items left.
 - j. All rubbish accumulating from activities during the period of hire is removed from the building and disposed of responsibly and legally.
 - k. The Intruder alarm system is reset in accordance with the Fairford Community Centre User Guide.

Actions on a Succession of Hiring Periods

36. If, on completion of a hiring period, the outgoing HIRER finds that an incoming HIRER is waiting to commence their period of hire in the Building or any part of it in succession, the outgoing HIRER is to ensure that the incoming HIRER is ready and prepared to assume responsibility for the Building.