

## STANDARD CONDITIONS OF HIRE FOR THE YEALMPTON COMMUNITY CENTRE

These are the Terms and Conditions which you are required to accept when you sign a Hire Agreement. Additional conditions, or variations of these terms, may be included in your Hire Agreement.

This is an Agreement between the hirer (you) and Yealmpton Community Association (YCA or we).

**1. Supervision**

Throughout your hire period you are responsible for the supervision of the premises including the care and safety of all fittings, furnishings and general contents and prevention of damage of any kind. You are also responsible for the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking and the avoidance of obstruction of the highway or nuisance to local residents.

**2. Sub-hire**

You shall not sub-hire, use the premises or allow the premises to be used for any unlawful purposes or in any unlawful way nor do anything which may endanger the premises.

**3. Alcohol**

You may not allow the sale of alcoholic beverages unless you have obtained all necessary licences such as a Temporary Event Notice and paid the appropriate fee. The YCA must be provided with a copy of the licence prior to the event, it must be displayed prominently during the event and all its provisions observed. (The Administrator has the necessary application forms)

**4. Compliance with Regulations**

You shall comply with all conditions and regulations in respect of the premises by the Fire Authority and Licensing Authority or otherwise, in connection with any event which includes public dancing or music or other similar public entertainment or stage plays, or cinematography exhibitions.

**5. Damages & care of YCA property**

You are responsible for leaving the premises and surrounds in a clean and tidy condition and for any damage to furniture, fixtures or fittings. Furniture must be replaced where found, all rubbish removed and no sticky tape, blue-tack or similar is permitted to be used on surfaces. A vacuum cleaner and other cleaning materials are available for your use. Please ensure windows and doors are shut, heating and lights turned off. Any problems please contact the Caretaker (number on the front door)

**6. Indemnity**

You shall indemnify the YCA, for the cost of repair for any damage done to any part of the premises including the grounds thereof or the contents of the building which may occur as a result of your hiring.

**7. Insurance**

Commercial activities are not covered by the YCA's insurers. Your goods and equipment left on the premises are not covered by YCA's insurer so it is your responsibility to ensure that adequate cover is arranged.

**8. School Equipment**

You may not use any school or playgroup equipment stored in the Community Centre except by prior arrangement, sought 14 days in advance through the Administrator.

**9. School Buildings, School Kitchen and Grounds**

The buildings, kitchen and grounds which comprise Yealmpton Primary School are out of bounds to hirers of the Community Centre, except by prior arrangement with the School or when on school business.

**10. Overflow Car Park**

If the overflow car park is likely to be needed, permission for its use must be sought 14 days in advance through the Administrator. See § I regarding obstruction of the public highway and nuisance to local householders. You are responsible for guiding cars to the parking areas

**11. Hiring Times**

If additional time is required to set up or clear away, this must be built into the agreed hire period. Premises must be always be vacated by midnight. (11pm on Sunday's)

**12. Payment and Cancellation**

The full hire fee is payable on signed confirmation of booking. The booking will only be confirmed on signing of the Hire Agreement. The booking fee will be refunded in the event that YCA has to cancel the booking. YCA reserves the right to cancel any booking in the event of the premises being required for use as a polling station for any Election or by-election. If you cancel a booking, the hire fee will only be refunded if the YCA is able to secure a replacement booking for that period.

**13. Securing of premises**

The premises must not be left unattended and unlocked at the end of the hire period. Keys must be returned to the key safe and this safe locked as per pre-hire instructions. It is the responsibility of the hirer to ensure windows are shut and exit doors locked before they leave.

**14. Use of Electrical Equipment**

Any electrical equipment or extension leads brought into the Community Centre must have undergone a Portable Appliance Test (PAT) within the previous 12 months and bear an label indicating when it was tested and by who. Equipment not compliant may be confiscated. You will be responsible for any damage caused as a result of faulty or non-compliant electrical equipment

**15. Consequential Damages**

The YCA shall not be held liable for any loss or damages sustained by the hirer in the event that the Community Centre is not fit for hiring due to any actions/circumstances beyond the YCA's control.

**16. Sale of Goods**

If goods are to be sold on YCA's premises, the hirer must comply with the Fair Trading Laws and any local code of practice issued in connection with such sales. In particular, you shall ensure that the total prices of goods and services are prominently displayed, as shall be the seller's name and address, and that any discounts offered are based on the Recommended Retail Prices.

**17. Disabilities Act**

If there are any special requirements under the Disabilities Act, please contact the Administrator 14 days in advance of the booking. Disabled access and toilet facilities are available on the premises.

**18. Smoking and Smoke Devices**

Smoking is not permitted by law within YCA's premises or in the adjoining grounds.. Candles and other smoke making devices may not be used on the premises due to fire regulations. (Please see attached copy of Fire regulations)

**19. Animals**

No animals are allowed on the premises or grounds except properly trained assistance/guide dogs in the company of the person to whom the dog has been assigned.

**20. Liability**

The YCA will not be held liable for hurt or injuries to any persons or damage to or loss of Hirer or guests personal property.

**21. Child Protection Policy**

All hirers are responsible for and expected to comply with current child protection legislation.