

## YEALMPTON COMMUNITY ASSOCIATION

Community and Resource Centre  
Stray Park, Yealmpton, PL8 2HF  
www.yealmpton.org  
Registered Charity No. 292854



Issue: May 2024

### HIRE AGREEMENT

*Two copies of this agreement are to be completed and signed, one to be retained by the hirer and one to be returned to the YCA with payment to confirm booking*

This AGREEMENT is made between the Yealmpton Community Association (YCA, we or our) and the Hirer (you or your), whereby in consideration of the hire fee, the Association agrees to permit the Hirer to use the whole or part of the premises for the specified purposes and periods as set out below and as per our Standard Terms & Conditions of Hire overleaf:

|                                                                                                                                                                                                                                                                                                                               |                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Name of Hirer:                                                                                                                                                                                                                                                                                                                | Organisation/Private:                                                             |
| Address:                                                                                                                                                                                                                                                                                                                      |                                                                                   |
| Email:                                                                                                                                                                                                                                                                                                                        |  |
| Premises/facilities hired:                                                                                                                                                                                                                                                                                                    |                                                                                   |
| Purpose of hiring:                                                                                                                                                                                                                                                                                                            | Date(s):                                                                          |
| Access required from:                                                                                                                                                                                                                                                                                                         | To:                                                                               |
| Hire Fee:                                                                                                                                                                                                                                                                                                                     | Total:                                                                            |
| Full payment accompanied by this form signed and dated secures the booking.<br>Cheques to be made payable to Yealmpton Community Association or you may pay by bank transfer to The Co-Operative Bank - Yealmpton Community Association<br>Sort Code: 08-92-99    Account No: 65673126                                        |                                                                                   |
| Keys: <b>Community Centre:</b> Keysafe by front door <b>Parish Room:</b> Keysafe by front door<br><i>Contact us beforehand for access code and instructions</i><br><i>Please see Standard Terms &amp; Conditions regarding access to YCA keys and key safe, by signing this agreement you are adhering to these T&amp;C's</i> |                                                                                   |
| <b>Special Conditions:</b><br><b>DO NOT ATTEMPT TO ACCESS ANY FORBIDDEN SCHOOL AREAS – YOU WILL BE LIABLE FOR THE FULL CALL OUT COST IF YOU SET OFF THEIR INTRUDER ALARM</b>                                                                                                                                                  |                                                                                   |

THE HIRER AGREES to observe and perform the provisions and stipulations contained or referred to in the Association's "Standard Conditions of Hire" overleaf together with any special conditions above and accepts liability for any damage, breakages etc. incurred during the hire period. YCA is not responsible for any loss or damage to property or persons during the hire period. YCA may hold the personal data given above but will not pass it to any third parties.

**Hirer**

**YCA**

Signature:

Signature: *S Pillar*

Date:

Date:

All enquiries to: the YCA Administrator  
 (01752) 880388 or email  admin@yealmpton.org

## STANDARD TERMS AND CONDITIONS OF HIRE

*Additional special conditions, or variations of these terms, may be included in your Hire Agreement.*

- 1. Keys/Key safe**  
By signing this Hire Agreement you accept the following conditions of use; You shall not have any copies made from the keys; The keys should not be lent to anyone else; On completion of your hire the keys shall be returned to the key safe; Where entry code numbers are given instead of keys this information will not be given to anyone else.
- 2. Supervision:**  
Throughout the 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.
- 3. Sub-Letting:**  
You may not sublet, 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.
- 4. Alcohol**  
You may not allow the sale of alcoholic beverages unless all necessary licences such as a Temporary Event Notice has been obtained and the appropriate fee paid. The YCA must be provided with a copy of the licence prior to the event, and the notice must be displayed prominently during the event and all its provisions observed.
- 5. Compliance with Regulations**  
You will comply with all conditions and regulations in respect of the premises by the Fire Authority and Licensing Authority or otherwise, relating to any event which includes public dancing or music or other similar public entertainment or stage plays, or cinematography exhibitions.
- 6. Damages & care of premises**  
You are responsible for leaving the premises and surrounds in a clean and tidy condition and will be held responsible for any damage to furniture, fixtures, or fittings. Furniture must be replaced how you found it (**blue velvet chairs behind the main stage must only be stacked 6 high**), 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. In case of any problems please contact the Caretaker, whose telephone number may be found on the front door.
- 7. Indemnity**  
You shall indemnify the YCA, for the cost of repair resulting from 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.
- 8. Insurance**  
Any goods and equipment that you bring onto the premises are not covered by our insurers. It is your responsibility therefore to arrange adequate cover if required. The YCA has Public Liability Insurance covering non-commercial and not for profit activities of Hirers. Hirers using our premises for commercial purposes are required to maintain Public Liability Insurance for a minimum of £5,000,000. Our insurers do not cover bouncy castle use/hire.
- 9. School Equipment**  
You may not use any equipment belonging to the school or playgroup or other hirer stored in the Community Centre except by prior arrangement, which must be sought 14 days in advance through the Administrator.
- 10. 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. If you attempt to access these forbidden School areas, you will be liable for any consequence – in full, including any call out costs associated with you accessing forbidden areas that activate school alarms.
- 11. Hiring Times**  
Your hire period is specified and if additional time is required to set up or clear away, this must be built into the agreed hire period. Premises must always be vacated by midnight. (11 pm on Sunday's)
- 12. Payment and Cancellation**  
Your booking will only be confirmed when you have signed the Hire Agreement and paid the appropriate hire fee.  
The hire fee will be refunded if we have to cancel the booking (or in the case of cancellation of part of a series of bookings, a pro-rata refund will be made). We reserve the right to cancel in the event of the premises being required for use as a polling station for any Election or by-election. Should you cancel a booking, the hire fee will only be refunded if we are able to secure a replacement booking for that period. In the case of long-term bookings, you must pay fees for all the hire periods in the 30 days from the date of this Agreement and you may only cancel hire periods scheduled more than 30 days ahead.
- 13. Securing of premises**  
You shall ensure that the premises are locked at the end of the hire period. The premises are not to be left unattended during the hire period. If this condition is not met, you will be liable for any loss or damage caused by intruders. Keys must be returned promptly for collection by the next hirer.
- 14. Use of Electrical Equipment**  
Any electrical equipment or extension leads brought into the premises must have undergone a Portable Appliance Test (PAT) within the previous 12 months and bear a label indicating when it was tested and by who. Equipment not compliant may be confiscated. You will be responsible for any damage caused by faulty or non-compliant electrical equipment.
- 15. Consequential Damages**  
We shall not be held liable for any loss or damages sustained by you if the premises are not fit for hiring due to any actions/circumstances beyond our control.
- 16. Sale of Goods**  
If goods are to be sold on our premises, you must comply with the Fair-Trading Laws and any local code of practice issued in connection with such sales. You shall ensure that the total prices of goods and services are prominently displayed, as well as 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 on our premises or in the adjoining grounds. Candles and other smoke-making devices may not be used on the premises due to 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**  
We will not be held liable for injuries to any persons or damage/ loss of your or your guests' personal property.
- 21. Child Protection Policy**  
All hirers are responsible for and expected to comply with current child protection legislation.
- 21.** Hirers are required to comply with YCA Safeguarding Policies & Procedures – copies of which can be found at [www.yealmpton.org](http://www.yealmpton.org) or emailed upon request

*Failure to comply with these Terms and Conditions may render the Hirer ineligible for any further booking.*

# **Fire Drill - Yealmpton Community Association**

**Please note:** the hirer is responsible for making their guests/customers aware of the position of the fire exits and the drill to be followed in the unfortunate case of fire; floor plans are on display throughout the building.

**Signal:** **Alarm Bell**

**Place of assembly:** **YCA Gravel Car Park**

**Actions:** **1. Instruct all persons to leave**  
by the nearest route away from the fire, coordinated by the hirer,  
**DO NOT STOP TO COLLECT PERSONAL BELONGINGS**

**2. Call the Fire Brigade on 999**  
Give address: Yealmpton Community Centre,  
Yealmpton, PL8 2HF

**3. Do NOT re-enter or allow anyone to re-enter the building until permission has been given**  
– in case of a drill, by the School Head Teacher  
– in case of fire, by the Officer in charge of the fire

**Please note that:** for your own safety and that of others only persons trained in the use of fire appliances may tackle the fire once evacuation of the building is complete, it is safe to do so and pending the arrival of the Fire Brigade.  
***Thank you very much for your co-operation and for taking your safety and that of others seriously.***