

Aldborough Community Centre

Standard Conditions of Hire

In this document, ACC means Aldborough Community Centre or its Management Trustees as appropriate.

We (ACC) will make available to you (The Hirer) the facilities and equipment detailed on your accepted booking form for the time period specified.

You have the following responsibilities:

- Only use the ACC for the activities detailed on your booking form and for the agreed period of time
- Manage your activities to ensure that nobody is harmed, no damage to the premises or equipment occurs and no nuisance is caused

In order to meet these responsibilities and to comply with the terms of our licence and insurance, there are some important things that you must, and must not, do which are listed below.

Things You Must and Must Not Do

a) General

You must:

- Only use the premises for lawful purposes
- Supervise the behaviour of everyone using the premises under your booking, including car parking arrangements to avoid vehicle hazards and obstructions to roads – consider how parking is to be controlled if necessary, including marshals for large events
- Ensure that a responsible adult is on the premises if young people under 16 years of age are using the facilities
- Remain on the premises at all times when the public or invited guests are present and ensure adequate supervision of events for public entertainment
- Ensure that keys are not left unattended
- Regular hirers for groups and clubs: If you use the key from the keybox, close the box after removing the key for entry into the building
- Ensure that the appropriate copyright license is in place if you show films (ACC holds an MPLC Umbrella Licence) and comply with age restrictions according to the Board of Film Classification
- Ensure nothing contravenes the law relating to gaming, betting and lotteries
- Only post notices or advertisements with the prior agreement of ACC and take them down as soon as the booking ends
- Minimise noise on arrival and departure, particularly late at night and early in the morning (ACC has the right to halt an activity or event in case of significant or intrusive noise and require the hirer to vacate the premises immediately, in which case no refunds will be given)
- Take care when moving heavy items, including chairs and tables, to avoid injury – use the trolleys provided

You must not:

- Sub-hire the premises
- Allow alcohol or drugs to be brought into the premises

- Allow alcoholic drinks or glasses to be taken outside of the building
- Allow any drunk or disorderly behaviour (ACC has the right to refuse serving alcohol to anyone who is drunk and to ask people to leave the premises if necessary)
- Cause damage by sticking or fixing things to the walls
- Allow litter to be dropped outside
- Exceed the maximum number of people allowed in the building under the license (see table in appendix)

b) Health and Safety

You must:

- Take all reasonable care to prevent accidents and injuries
- Make sure you are familiar with the fire exit routes and keep them clear
- Evacuate the building on loss of electrical power and report the incident to an ACCT member
- Ensure only fit and proper persons with the appropriate DBS checks have access to children or vulnerable people
- If preparing or serving food, observe all relevant food health and hygiene regulations
- Notify ACC at the time of hiring of any electrical equipment you intend to bring to the premises, ensure items have a valid PAT certificate and that they are used safely
- Supervise young people with regard to electrical risks
- Report any accidents involving injury to a member of the public to the Booking Secretary as soon as possible and record it in the accident book
- Report any dangerous failure of equipment as soon as possible
- Clear up any spillages to avoid a slipping hazard

You must not:

- Bring highly flammable substances into the premises
- Use a deep fat fryer
- Use any portable heating appliances
- Put up any decorations near light fittings or radiators
- Smoke or allow smoking (including e-cigarettes and vaping) in the building
- Bring any animals (including birds) except guide dogs into the premises

c) End of Hire

You must:

- Leave the premises at the end of the hire period in a clean and tidy condition and place any refuse in the designated containers or wheelie bin outside, or take it away with you
- Take down any decorations when your activity is finished
- Remove your items from the fridges (unless otherwise agreed) and leave them clean
- Ensure that the premises are properly locked and secured on leaving, unless a member of the ACC Team is present and agrees to do so
- Regular hirers for groups and clubs: If you use the key from the keybox, return the key to the box and lock the box

Other things you need to know

a) Liabilities and Insurance

The ACC is insured against third party claims for damage or loss arising from its **own** liabilities.

The Hirer shall be liable for:

- The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises.
- All claims, losses, damages and costs made against or incurred by the Community Centre, its employees, volunteers or agents arising as a result of the improper use of the premises (including the storage of equipment) by the Hirer
- All claims, losses, damages and costs made against or incurred by the Community Centre, its employees, volunteers or agents arising as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

The ACC accepts no responsibility for any equipment or other property brought on to or left at the premises by the Hirer, and all liability for loss or damage is hereby excluded. Nor does the Community Centre accept responsibility for any equipment belonging to regular approved users who make use of fixed storage facilities on the Community Centre premises.

Hirers using climbing aids such as stepladders do so at their own risk and must take care to do so safely. Hirers using equipment in the kitchen do so at their own risk.

All hirers are urged to provide their own third party and/or public liability insurance such as their activities or events might warrant. In the case of professionals this is mandatory.

The ACC reserves the right to refuse to accept any booking for high risk activities or events if the hirer has no public liability in place at the time of booking.

b) Winter Weather

Whilst the ACC will endeavour to provide safe access to the hall, in the event of snowfall or icy conditions no areas will be cleared and all users are urged to exercise caution in adverse weather conditions. The ACC reserves the right to close the centre should conditions be deemed to be too hazardous.

c) Termination and Cancellation

The Community Centre Trustees reserve the right to cancel the hiring by written notice to the Hirer in the event of:

- The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- Reasonable concern that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- the premises becoming unfit for the use intended by the Hirer;
- 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 the ACC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever

A cancellation fee of 25% of the hire charges will be levied if the function is cancelled by the Hirer less than two weeks ahead of the event.

Appendix: Maximum Numbers

The maximum number of persons permitted to use the licensed premises at any one time, including staff, must not exceed:

Activity (Main Hall Only)	Maximum Number	With COVID restrictions
Closely seated audience with moveable seating (Main Hall)	180	60 (audience)
Dancing with no furniture (Main Hall)	170	60
Purposes combining dance floor area with seating at tables (Main Hall)	130	60
Functions with seating at tables (Main Hall)	90	60
When used as a public house like venue	60	60

The total number of people on the premises including staff, performers, hirers and invitees, shall not exceed **240**.