

## ***HIGHFIELD COMMUNITY CENTRE - CONDITIONS OF HIRE***

For the purposes of these conditions, references to Highfield Community Association shall be construed as references to duly appointed members of the General Committee of Highfield Community Association and its duly authorised persons or agents for the time being.

- 1 All rooms in the Centre shall only be used during the time and for the purpose stated on the application form.
- 2 The hirer shall not sub-let or assign the rooms or any part thereof
- 3 The hirer must leave the premises as they found them.
- 4 A non-refundable deposit of 50% of hire charges is required to confirm all bookings and must accompany the application form. A damage deposit of £100 is required on all evening functions and £50 on day bookings at the management's discretion, this will be returned after the event providing no damage occurs and all conditions of hire have been adhered to.
- 5 The total of all hire charges and damage deposits to be paid in full at least 21 days before the date of hire. An invoice shall be issued at the beginning of each month for block bookings and this is payable 30 days from date of invoice.
- 6 The hire charge is non-refundable in the event of cancellation within 21 days prior to the function.
- 7 The Hirer shall be entirely responsible for all or any damage, losses or breakage caused during the period of hire and shall reimburse Highfield Community Association for the cost of making good such damage, losses or breakage upon demand.
8. Without prejudice to Clause 4, the Hirer shall notify Highfield Community Association as soon as possible of any breakage's, losses or damage to the Community Centre and its fixtures and fittings, whether caused by the Hirer or not.
- 10 The Hirer shall permit Highfield Community Association and Police Officers on duty to have free access to all parts of the room during the hiring and shall comply without question with any directions given by them.
- 11 No gas or electric fittings, seating, fixtures or other fittings in any part of the Centre shall be removed or altered without the previous consent in writing of the Association. Nails or screws shall not be driven into the walls or any part of the building.
- 12 No entrance or exit doors shall be fastened up or taken off, or any exit or entrance obstructed.
- 13 The Hirer shall not, without the previous consent in writing of the Association, install or use any equipment, additional lights [including spotlights] or heating apparatus of any kind beyond those provided by the Association. If consent has been given by the Association, a 'portable appliance test' certificate is required for each appliance.
- 14 The Hirer shall be responsible for ensuring that persons do not trespass in parts of the building not engaged by the hirer. The Hirer shall use his best endeavours to ensure that persons entering and leaving the Centre do so in a quiet and orderly fashion. The Hirer will be responsible for ensuring that no footwear liable to damage the floor is worn in the Centre.
- 15 Unless prior arrangement has been made with Highfield Community Association and confirmed in writing, the Hirer will be responsible for ensuring that the premises are left in a clean and tidy condition and the Association reserve the right to retain the damage deposit, in order that said premises may be put into a suitable condition.
- 16 The Hirer shall secure compliance with the law relating to copyright and with the conditions of any theatre licence, music and dancing licence, cinematography licence, Performing Right Society Licence, or Phonographic Performing Limited Licence, which may be applicable to the hiring of the Hall/rooms, shall supply Highfield Community Association with any information reasonably required for any of these purposes and shall be responsible for obtaining any licence required in connection with the hiring that is not already held by the Association. The Hirer shall not play or permit the playing of any game in respect of which a gaming licence is required by law. The Hirer shall indemnify Highfield Community Association against any failure to observe these rules.
- 17 Where the supply of alcoholic refreshment is intended the Hirer shall be responsible for completing the 'Bar Booking form' and returning it to 'Blackwell's.' No alcohol shall be supplied/sold or to be consumed by any persons in the Centre during any letting, without the prior consent, in writing of 'Blackwell's'. All alcohol/soft drinks are strictly forbidden outside of the building except in the designated area at the side of the kitchen. Last orders shall be called at the bar 45 mins prior to end of hire and the bar will close 30mins prior to end of hire. No under age drinking is permitted on the premises.
- 18 The Hirer will indemnify Highfield Community Association from and against all claims of whatever nature arising or to arise from the use or hire of the premises or of any equipment or fixtures or fittings therein. Hirer to be the responsible person for there event and have legal duties with regard to the safety of those persons assisting or attending there event and are responsible for completing there own risk assessments.
- 19 The use of Party Poppers, Streamers, decorative confetti and sticky tape, is not permitted on these premises.
- 20 No liability is accepted by or on behalf of Highfield Community Association for loss or damage to any property, persons or things, arising out of or occasioned by the hire or use of the said premises or fixtures, equipment or fittings therein or use of the facilities provided by Highfield Community Association including portable electrical equipment provided by the hirer during the period of hire or otherwise. All hirer's to give serious consideration to insuring against any claims/losses which may arise as a consequence of their hire. Hirer must provide there own 'Public Liability' cover.

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- 21 Highfield Community Association shall be entitled to detain all articles and things brought to the Centre by or for the use of the Hirer until all sums due from the Hirer to Highfield Community Association are paid and the requirements of these rules have been fulfilled.
- 22 No application for hire of accommodation will be accepted from persons under the age of 18 yrs.  
The hirer shall provide sufficient stewards to maintain good order in the rooms hired during the period of hire and responsible adults must provide adequate supervision at all times to vulnerable/young persons events.
- 23 We do not accept bookings for events that involve 16 to 21 year olds unless this is a mixed aged group and the following conditions are adhered to: A minimum of 2 adults over the age of 25yrs to supervise main entrance and in addition to this there will be a minimum of 1 adult over 25yrs to every 20 persons aged 16 to 18yrs. These events require a £200 damage deposit, this will be returned after the event providing no damage occurs and all conditions of hire have been adhered to.
- 24 The maximum number attending any function shall not exceed 230.
- 25 All discos or other music shall cease by 11.30pm (Sat), 10.15pm (Sun) and 10.45pm (Mon-Fri). The premises shall be vacated as agreed on application form. The Hirer shall not cause the Caretaker to remain on the premises after the period of hire, or more than 15 minutes after the time for which the Centre is hired whichever is the earlier. In the event of such a delay, an extra charge will be made at the rate of £10.00 per quarter hour.
- 26 It is against the law to smoke on the premises of Highfield Community Centre failure to comply may result in penalties or fines ranging from £200 to £2500 served both on the person smoking and to the hirer.
- 27 All bouncy castles must be used in accordance with the manufacturer's instructions. Responsible adults must supervise all activities at all times and the hirer's must have adequate public liability insurance.
- 28 Highfield Community Association reserves the right to refuse admission to or to remove from the Centre any person without stating any reason. Highfield Community Association reserves the right, by notice to the Hirer, to terminate the Hire Agreement at any time whenever they are of the opinion that the continued hiring would not be in the interest of the good management of the Centre. [As to which the decision of Highfield Community Association shall be final]. In this case the Borough Council shall not be liable in damages or otherwise in respect of its actions under this clause. On the termination of the Agreement under this condition, Highfield Community Association may at its discretion return to the Hirer any monies paid by way of deposit but shall not be liable to the Hirer for any loss or damage he may sustain arising out of such termination.
- 29 All payments to be made by cash or cheque. Any payments by cheque, that are returned by bank un-paid, there will be an administration charge of £15.00.
- 30 The hirer must familiarise themselves with the Highfield Community Associations 'Fire Action Plan', identification of escape routes/exits. The hirer will be responsible in ensuring that on no account must any persons tamper with the fire fighting equipment or fire detection/alarm system or block escape routes/exits. Hirer's to ensure that provisions are made and plans in place to ensure that the event attendees who may need assistance, can evacuate safely in an emergency. Hirer's are responsible for ensuring that the building is evacuated.
- 31 Possession of a first aid box is advised to all hirers.
- 32 Any persons using the kitchen facilities must be competent in the use of such equipment and the use of 'Deep Fat Fryers' is prohibited.
- 33 Highfield Community Association reserves the right to cancel any bookings when the hirer fails to observe or perform or fails to observe others, in any respect to the conditions of hire. Highfield Community Association or persons acting on behalf of the Association may without notice, terminate the period of hire and affect the immediate vacation of the building. This will not release the hirer from any of their obligations under the hire agreement or affect any right or remedy which Highfield Community Association may have under the agreement or otherwise. Highfield Community Association shall be entitled to retain for its own use and benefit any monies paid by way of hire fees and damage deposits when conditions of hire have been broken and to sue for any balance outstanding.
- 34 Highfield Community Association reserves the right to vary any or all of these conditions, provided that the Hirer is given written notice of such variations.
- 35 The hirer's signature on the 'Application to Hire' form shall constitute acceptance of the above conditions.