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Standard Conditions of Hire for a Party or Event

Reviewed & Updated: 26/07/2022

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

Throughout this Agreement:

- The Arc Community Hub, Grange Park Centre's charity, Registered Charity 1157806 is referred to as "we"; "our" is to be construed accordingly and "we" and "us" mean and include the Grange Park Centre's charity trustees, employees, volunteers, agents and invitees
- The person named as Hirer is referred to as "you"; and "your" is to be construed accordingly; "you" also includes the members of your group, volunteers, agents and invitees
- Where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Operations Manager or, if the Operations Manager is not available, any of our Charity Trustees.

In consideration of the hire fee described in the party booking form, we agree to permit you to use the main hall and kitchen for the purpose and for the period(s) described in the party booking form. The details inserted into the party booking form are the terms of this Agreement. The Agreement includes these Standard Conditions of Hire for a Party and the Special Conditions of Hire (if any) set out in the attached Schedule.

1. Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

2. Supervision

During the period of the hiring, you are responsible for:

- (i) Supervision of the premises, the fabric of the building, and the contents;
- (ii) Care of the premises, safety from damage however slight or change of any sort; and
- (iii) The behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway and surrounding houses.

As directed by us, you must make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

3. Use of premises

The Community Centre is administered by a registered Charity, and the Management Committee must ensure that The Arc Community Hub is administered in accordance with those guidelines, and that of its

funders. This includes the prohibition of certain activities e.g. hiring to statutory childcare providers. Accordingly we are bound to preserve and hereby reserve the right to terminate this Agreement by no less than 1 months' notice in writing to you in the event of The Arc Community Hub being required on the same date/time for the fulfilment of its charitable purposes.

In the event of such termination by us, we will refund all monies paid to us by you in full. We will not, however, be liable to make any further payment to you in respect of expenses, costs or losses incurred directly or indirectly by you in relation to any such termination.

You must not use the premises (including the car park) for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

The Community Centre **does not** have a licence:

- with the Performing Right Society (PRS) for the performance of copyright music
- from Phonographic Performance Licence (PPL) e.g. for the performance of live music
- for the sale or consumption of alcohol

We have a Premises Licence authorising regulated entertainment only. You hereby acknowledge receipt of a copy of the conditions of the Premises Licence and/or Operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agree to apply with all obligations therein.

- (i) You agree that if regulated entertainment, not covered by our Premises Licence, is to be held you must obtain our consent to give notice of a Temporary Event Notice TEN to the licensing authority. We will advise if a TEN is not required.
- (ii) You agree to give us notice of your intention to provide alcohol at the event and to give notice of a TEN to the licensing authority.

If you fail to comply with Clause (i) or (ii) above, we will cancel the hiring without compensation. This is because there is a limit on the number of TENs that can be granted annually for any premises.

4. Insurance and indemnity

(i) You are liable for:

- (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents
 - (b) the cost of repair of any damage (including accidental and malicious damage) done to the WiFi service (if any)
 - (c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of the WiFi service (if any), and
 - (d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of the WiFi service (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i) (a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i) (c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

- (a) any insurance excess incurred and

- (b) the difference between the amount of the liability and the monies we receive under the insurance policy.
- (iii) Where we do not insure the liabilities described in sub-clauses (i) (c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Centre Manager. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

5. General Data Protection Regulations (GDPR)

By completing and signing the booking form for which these conditions apply, the hirer agrees to the centre collecting personal data relevant to that booking. All data will be stored and processed in accordance with the Arc Community Hub's policy on GDPR and will be removed and deleted as per the policy.

6. Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

7. Music copyright licensing

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

8. Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

9. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

10. Safeguarding children, young people and vulnerable adults

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. Where appropriate, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). Please note that safeguarding policies should allow for the fact that multiple users may be in the Community Centre at the same time, and that a number of facilities including the toilets and kitchen are communal. Please pay particular attention to adult/children ratios.

11. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. You must also comply with our health and safety policy. A copy of the fire evacuation plan is available on the website, and in the kitchen.

You must call the Fire Service to any outbreak of fire, however slight, and give details to the Centre Manager or emergency contact.

- (i) You acknowledge that you have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Community Centre.
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box.

(ii) In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked and panic bolts are in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no fire-hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

12. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

Please ensure that you do not disturb any individuals or groups who may be using or hiring other parts of the Community centre at the same time as your booking.

Please keep windows and doors closed where possible to minimise noise transfer.

Windows and doors in the main hall **must** be closed if music is playing. Failure to do so will result in your deposit being retained.

13. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the Community Centre and avoid violent or criminal behaviour:

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

14. Food, health and hygiene

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer.

15. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, PAT safety tested, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

16. Stored equipment

We accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, at our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- (i) Your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended
- (ii) Your failure to dispose of any property brought on to the premises for the purposes of the hiring.

17. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke (including e-cigarettes) does so outside the building, away from the entrance, at the allocated smoking point and disposes of cigarette ends, matches etc. in a tidy and responsible manner, using the bin provided, so as not to cause a fire.

18. Accidents and dangerous occurrences

You must report to us, as soon as possible, any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book which is located in the kitchen, with the First Aid kit. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Centre Manager will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

Hirers should adhere to the centre's Health & Safety Policy and should provide a risk assessment for any activity over and above what the centre's policy covers. Hirers should consider beforehand what action they would take in the event of an accident or incident occurring.

19. Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

20. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances. You must not attempt to adjust the thermostatic heating controls for any areas of the building.

21. Animals

You must ensure that Guide dogs, Hearing dogs and Assistance dog owners are allowed on the premises. No other animals are allowed on site unless agreed in writing.

22. Fly posting

You must not carry out or permit fly posting or any other form of advertisements not authorised by us for any event taking place at the premises, and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this condition you may be prosecuted by the local authority.

23. Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

24. WiFi Services

When using the WiFi service you agree at all times to be bound by the following provisions:

- (i) Not to use the WiFi service for any for the following purposes:
 - (a) Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - (b) Transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - (c) Interfering with any other persons use or enjoyment of the WiFi service; or
 - (d) Making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
- (ii) To keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party. This will change on a periodic basis to ensure that the use of WiFi is not abused.

25. Termination of the WiFi service

We have the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) If you use any equipment which is defective or illegal;
- (ii) If you cause any technical or other problems to our WiFi service;
- (ii) If, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
- (iv) If you resell access to our WiFi service; or
- (v) If you use our WiFi service in contravention of the terms of these Standard Conditions.

26. Availability of WiFi Services

- (i) Although we aim to offer the best WiFi service possible, we cannot ensure that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.
- (ii) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the Community Centre.
- (iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications

networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

27. Privacy and Data Protection

- (i) We may collect and store personal data through your use of our WiFi service.
- (ii) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service.
- (iii) By using our WiFi service, you agree to the terms of this clause 26. If you would like more information or object to anything in these conditions email help@thearccommunityhub.org.uk.

When using the WiFi service the Hirer agrees at all times to be bound by the following provisions:

- (a) Not to use the WiFi service for any for the following purposes:
 - (i) Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - (ii) Transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - (iii) Interfering with any other persons use or enjoyment of the WiFi service; and
 - (iv) Making, transmitting or storing electronic copies of material protected by copyright without permission of the owner
- (b) To keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

28. Cancellation

If you wish to cancel the booking before the date of the event **you must give us 7 days notice**. If we are able to conclude a replacement booking within those 7 days we may refund your payment however if we are not able to re-let, payment will be forfeit. We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (iii) the premises becoming unfit for your intended use;
- (iv) 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 you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

29. End of hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual

positions properly replaced, otherwise we may make an additional charge. Signs on the wall in the store cupboard and other key rooms will show how the room needs to be left.

You are responsible for removing all rubbish and recycling from the premises and must take it away with you. This is to reduce the overhead costs for the Community centre. If rubbish is left at the centre a charge to cover its removal will be retained from your deposit.

Please note that the period of hire includes time to set up and clean down. Ensure that you allow adequate time for this as you must vacate the premises promptly at the end of your hire period. Failure to leave the premises clean and tidy and all guests (including the hirer) off premises (including the carpark) by the end of your hire time will result in the forfeiture of your deposit. Please respect our neighbours by leaving quietly.

30. No alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. At our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

31. No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

The Grange Park Centre Registered Charity 1157806