



Meadow Close, Tarvin, CHESTER CH3 8LY Registered Charity No. 506560

## **General Conditions of Hire**

### **Introduction**

The building is under the joint management of the Tarvin Community Centre Management Committee (hereafter called the Committee) and Cheshire West and Chester Council. The Committee is wholly dedicated to conducting the operations and activities of the Tarvin Community Centre in a manner that ensures the health and safety and welfare of all users and those working in the premises and grounds. The following conditions and information should be read in conjunction with all other policies of the Committee

### **Standard Conditions of Hire**

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

#### **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 Conditions in 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) The supervision of the premises, the fabric and the contents;
- (ii) The 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.

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**

You must not use the premises (including the car park) for any purpose other than that referred to in the Application to Hire Form 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 sale of alcohol without our written permission.

#### **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 and/or its contents

(b) The cost of repair of any damage (including accidental and malicious damage) done to our WiFi service

(c) All claims, losses, damages and costs made against or incurred by us, 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 our WiFi service 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 our WiFi service 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)(c) and (d) 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 the Bookings Secretary. 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. 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.

## **6. Music Copyright Licensing and Performance**

We hold relevant licences from the Performing Right Society (PRS) and the Phonographic Performance Licence (PPL). You must, however, take full and total responsibility for the returns to and payments for the performance of music to the PRS where music is the principal activity associated with the said hire and where admission charges relate specifically to the performance of such music.

## **7. Film**

No films may be shown at the centre without specific permission of the Committee. 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).

## **8. 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. When requested, 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) The Committee believes that the welfare of children and vulnerable persons is paramount and is the responsibility of everyone using the Centre. All children and vulnerable adults have the right to protection from abuse, whether physical, verbal, sexual, bullying, exclusion or neglect. Such behaviours will not be tolerated. Family and private arrangements (i.e. private parties) are outside the terms of The Children's Act 1989. If however the group/person hiring the Centre proposes to use the premises for activities involving children or vulnerable persons who are unaccompanied by parents or guardian, the hirer is expected to comply fully with the Committee's Policy regarding Safeguarding Children and Vulnerable Persons. The Hirer shall ensure that any activities for children comply with the provisions of The Children Act of 1989 and that a fit and proper person, who has passed the appropriate Disclosure and Barring Service (DBS) checks be nominated as the Responsible Person. The Hirer/Responsible Person shall provide the Chairman of the Committee with a copy of their DBS check and Child Protection Policy on request. Any information disclosed will be kept in the strictest confidence. Any user of the Centre having concern about any such abuse must inform the Chairman of the Committee who will then report to the relevant body as a matter of priority.

All groups hiring the Centre for use involving children or vulnerable persons are required to comply fully with the Committee's *Policy on Safeguarding Children and Vulnerable Persons*. Any user of the Centre having concern about any such abuse must inform the Chairman of the Committee who will then report to the relevant body as a matter of priority. Any information disclosed will be kept in the strictest confidence.

## **9. Public safety compliance**

The Management Committee's Fire Risk Assessment is contained in the Policy Folder which is displayed on the noticeboard in the Foyer. The Hirer must ensure that the Responsible Person has read and understood the terms of these Conditions prior to the use of the Centre. Particular care must be taken to instruct the users in fire safety matters and ensure that they are aware of their obligations. Emergency procedure instructions including details of the fire assembly point are clearly displayed on the noticeboard. The maximum occupancy capacities within the Centre are:-

Hall 190; including Stage 220

Edna Rose Room 60

Small Room 25

Wilkinson Lounge 40

Total capacity of the Centre must not exceed 300

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.

You must call the Fire Service to any outbreak of fire, however slight, and give details to the Chairman immediately.

You acknowledge that the Responsible Person understands and will act upon the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. (Diagram of locations on noticeboard in Foyer)
- 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.

In advance of any activity the Responsible Person must check the following items:-

- Location of the first aid box.
- 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.

## **10. 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.

## **11. Drunk and disorderly behaviour and supply of illegal drugs**

You must ensure that in order to avoid disturbing neighbours of the hall 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.

## **12. Food, health and hygiene**

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

### **13. 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, 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. Note that all electrical equipment in the Centre is tested (PAT) annually

### **14. Stored equipment**

NO flammable liquids or gases may be stored in the Building; any such material will be disposed of without reference or recompense to the owner. 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, in our discretion, dispose of any items referred to 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.

### **15. Smoking**

No smoking either tobacco or vapour is permitted within the boundaries of the site. We will ask any person who breaches this provision to leave the site.

### **16. Accidents and dangerous occurrences**

You must report to the Chairman as soon as possible any failure of our equipment. You must report to the Chairman all accidents involving injury to the public as soon as possible and complete the relevant section in our accident book which is located in a cupboard in the kitchen

### **17. 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

### **18. Heating**

You must ensure that no unauthorised portable heating appliances brought onto or used on the premises.

### **19. Animals**

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises.

## **20. Fly posting**

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep us indemnified 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.

## **21. 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.

## **22. 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 of 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.

## **23. 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;
- (iii) 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

## **24. Availability of WiFi Services**

- (i) Although we aim to offer the best WiFi service possible, we make no promise 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 main hall.

- (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.

## **25. 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 these terms and conditions. If you would like more information or object to anything in these conditions, you should speak to the Bookings Secretary.

## **26. Cancellation**

If you wish to cancel the booking within 14 days of the date of the event a fee of 50% of the original booking fee will be required to be paid to the Treasurer. 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, Police and Crime Commissioner election or referendum;
- (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.
- (v) your intended use being barred under Government restrictions or regulations e.g. in the event of a pandemic

In any such case you will not be charged for the cancelled event

## **27. Risk Assessment**

Risk assessments are carried out routinely. A copy is contained in the Policy Folder which is displayed on the noticeboard in the Foyer. If any additional concerns are found please inform the Chairman or any Committee Member

## **28. 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.

**29. 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. ~~In~~ 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.

**30. No rights**

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you. Completion of the Application for Hire form acknowledges acceptance, understanding and compliance with these general conditions of hire

Approved by the Tarvin Community Centre Committee of Management, 14 April 2021

Signed *Ted Lush*

Ted Lush (Chairman)

Signed *Jane Armstrong*

Jane Armstrong (Secretary)