



# Terms & Conditions

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Please read the terms and conditions below carefully and ensure you understand them, please contact [enquiries@staynorhall.community](mailto:enquiries@staynorhall.community) if you have any queries regarding these.

Your payment to Staynor Hall Community Centre confirms you agree to these terms and conditions.

## Noteworthy points:

- Do not use blue tac, cello tape, hooks, nails or any other adhesives to fix items to the wall. Doing so will be classed as damage and may incur a cost.
- Ensure that you leave the centre clean and tidy and as you found it, any spills are to be cleaned up and floors to be swept clean.
- Ensure that you book enough time to allow for setting up and cleaning down as you will need to leave the centre promptly once your booking time has ended, should there be another booking in straight after.
- **YOU MUST** ensure that suppliers leave the centre before your hire time has ended, this includes bouncy castle hiring companies.
- Ensure that chairs, tables and any items belonging to Staynor Hall Community Centre are stored correctly and safely upon leaving the centre.
- Disposing of rubbish. Please remove any rubbish from the centre and place in the bin store which can be found by exiting the centre from the front door, follow the fence down to the white doors next to the Persimmon site office. Please leave the rubbish inside this area and bolt the doors after.

## Definitions

For the purposes of this agreement and the conditions of hire, the term “Hirer” shall mean an individual hirer or, where the “Hirer” is an organisation that organisation. “Premises” means those parts of the Community Centre the hirer has agreed to hire. The Staynor Hall Community Centre, trustees, committee members and staff thereof, will hereby be known as “Community Centre”. “Booking” means the contract between the Hirer and Staynor Hall Community Centre as detailed and on the terms of this agreement (“the Booking Form” of which these conditions form part). “Period” means the time or times reserved under these conditions and “the Function” means that described and authorised by the Booking. If the Hirer is in any doubt as to the meaning of any of the conditions, a member of the committee should immediately be consulted.

## General

1. In consideration of the hire fee the Community Centre agrees to permit the Hirer to use the premises described and for the period described on the booking form. By booking online you agree and fully understand all the terms and conditions of hire. The terms and conditions are bound by your completion of the booking form and payment, and you fully agree to comply with the rules and regulations applied by the Community Centre. This Hiring Agreement includes these Standard Conditions and Special Conditions set out below.
2. The Hirer agrees with the Community Centre to be present (by its authorised representative, if appropriate) during the hiring and to perform the provisions and stipulations contained or referred to in the Community Centre's booking form. The booking form will indicate for what purpose you intend to use the community centre, and this forms part of the hire agreement. No other utilisation will be authorised.
3. In observation to the Fire Regulations, we have a strict limitation of numbers able to occupy the different function rooms. The large hall can accommodate no more than 120 people. Each classroom can accommodate no more than 14 per room. It is agreed that the hirer MUST NOT go over these stipulated occupancy levels.
4. Some facilities will be shared, including toilets, car park and kitchen. (This list is not exhaustive).
5. The hiring agreement constitutes permission only to use the premises on the date/s and time/s stipulated on the booking.
6. The Community Centre does not, under any circumstances, accept responsibility for liability in respect of any loss of / or damage to property left or brought onto the premises. The Community Centre reserves the right to dispose of or pass on any ‘lost property’ to a charity shop of their choosing, after one month.
7. The Hirer must ensure that the noise levels are kept to a sensible level upon arrival and departure, particularly late at night and early in the morning. Consideration should also be given to other users and to our neighbours.

## **Booking**

1. All applications for hire of the facilities within the Community Centre must be made using the online booking form. This will then be confirmed by the Community Centre before payment is taken.
2. The person signing the booking form shall be deemed to be the hirer. The hirer must be 18 years of age or older.
3. Set up and clear down time is not included in the hiring period unless otherwise stated, therefore the hirer should ensure they have booked the correct period to include the event, set up and clear down.
4. Any booking which continues beyond the hours stated on the booking form will be charged to the hirer at full rate.
5. The hirer, through agreeing to the terms and conditions, has agreed they fully understand and will adhere to the conditions of hire. If any of the conditions are deemed to be broken the booking shall be cancelled.
6. A booking is not considered confirmed until the Community Centre has accepted the booking and the full payment has been received and the booking confirmed to the hirer by the Community Centre via email notification.
7. All bookings are subject to a minimum time slot of 1 hour and charged as such.
8. The Community Centre reserve the right to cancel the booking without notice if the hirer or third party does not meet the Community Centre safety criteria (public liability, PAT tested electrical equipment, Safety certificate specific to the equipment safe use).
9. All equipment hired can only be used within the facility and must not be removed.
10. No advertising or publicity material will be displayed inside or outside the building without the prior approval of the Community Centre.
11. No smoke machines, heating cooking oil on the hob, aerosols, or any other substance /equipment that may affect the detectors, are permitted.
12. Illegal substances are not permitted on site, a drugs policy is in place with agreement of local police.
13. The Hirer must ensure that no activity is undertaken on the premises in contravention of the law relating to gaming, betting and lotteries. The Hirer shall not use the premises for any purpose other than that described in the booking and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
14. The sale of alcohol is prohibited within the centre unless explicitly agreed in writing, the Community Centre reserve the right to be the only supplier of alcohol for sale or charge a "corkage" fee. Consumption of "own" alcohol at events where the bar is not operated by the community centre is permitted. Anyone who appears to be drunk and/or disorderly and may ask the person involved to leave the premises. Refusal to do so may lead to the Police being called. No alcohol or glasses are to be taken outside.

15. Photo ID must be available upon request of the Community Centre (Drivers licence, Passport).

# Standard conditions of hire

## Supervision

1. The Hirer, during the period of hiring, will be responsible for: supervision of the premises, the care, and safety from damage, of all fabric and contents; the behaviour of all persons using the premises whatever their capacity; proper supervision of car parking arrangements so as to avoid obstruction of the highway, the car park or parking on the grass; the safety of all their attendees, including following a safe evacuation procedure. Fire safety and evacuation procedures are displayed on the notice boards.

2. The Community Centre reserves the right to remove from the premises anyone considered to be objectionable (including anyone hired by the hirer for the event) and the hirer will be liable for any costs that arise from this.

3. As directed by the Community Centre, the Hirer will make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for the loss of contents or injury to persons.

4. The Community Centre reserve the right to charge the credit or debit card given by the hirer at the time of booking, if there is need for repair or cleaning. Insurance and indemnity

(a) The Hirer shall be liable for:

(i) 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

(ii) all claims, losses, damages and costs made against or incurred by the Community Centre committee, their employees, volunteers, or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and

(iii) all claims, losses, damages and costs made against or incurred by the Community Centre committee, their employees, volunteers, or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause

(b), the Hirer shall indemnify and keep indemnified accordingly each member of the community centre committee and the Community Centre's employees, volunteers, and invitees against such liabilities.

(c) The Community Centre shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Community Centre shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the community centre management committee and the Community centre's employees, volunteers, agents and invitees against

(a) any insurance excess incurred and

(b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the community centre does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the community centre secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another Hirer.

The community centre is insured against any claims arising out of its own negligence.

### **Gaming, betting and lotteries**

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries or any licenses that cover the community centre.

### **Music Copyright licensing**

The hirer shall ensure that the Community Centre holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence. The Hirer is responsible for ensuring that any activity on the premises during the period of hire does not infringe existing copyright or performing rights. The Hirer hereby indemnifies the Community Centre Committee against any claim which may arise from infringements against copyright or performing rights.

### **Film**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film and upon request provide a copy of this to the Community Centre Committee.

### **Childcare Act 2006**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate DBS checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the community centre management committee with a copy of their DBS check and Child Protection Policy on request.

### **Public safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the hall's 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. The Hirer shall also comply with the hall's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the management committee.

- (a) The Hirer agrees to read and adhere to the Fire Risk Assessment and that they are responsible for the below:

- 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, location of fire alarms and assembly point.
- 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.
- Fire equipment must be kept in its proper place and only used for its intended purpose.
- Communicating the above to their guests/clients

(b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and padlocks secured onto “safety Panel” in doorway.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

In the event of a fire everyone must vacate the building and meet at the assembly point and must not re-enter the premises until it has been deemed safe to do so, and the fire alarm has been switched off.

### **Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, 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. All external doors and windows to be closed after 10pm.

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

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

### **Health and hygiene**

The Hirer shall, 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 but not a thermometer.

### **Electrical appliance safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be 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 the hirer must make use of it in the interests of public safety.

### **Stored equipment**

The community centre accepts 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 fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed. The community centre may, use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the community centre committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

### **Smoking**

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. This also includes the use of vaping. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner so as not to cause a fire. For avoidance of doubt smoking or vaping is not permitted within the centre.

### **Accidents and dangerous occurrences**

Any failure of equipment belonging to the community centre or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member of the community centre management committee as soon as possible and complete the relevant section in the community centre's accident book.

The staff have the right to refuse any article/appliance being brought onto site that is deemed dangerous or offensive.

### **Explosives and flammable substances**

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters. The use of blue tack or Sellotape on painted surfaces is not permitted, any damaged caused by the hirer will be liable to additional charges.
- (c) No fireworks are permitted inside or outside

## **Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used. The heating system is managed externally and cannot be altered.

## **Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Community centre. No animals whatsoever are to enter the kitchen at any time.

## **Fly posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises without written permission from the Community Centre. The Hirer shall indemnify and keep indemnified each member of the Community Centre accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

## **Sale of goods**

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

## **Cancellation**

Cancellation terms for irregular bookings are as follows:

| <b>No of weeks prior to booking date</b> | <b>Cancellation charge<br/>% of hire fees</b> |
|--|---|
| 8+ and beyond                            | 0%  |
| \6-8 weeks                               | 25%   |
| 4-6 weeks                                | 50%   |
| 2-4 weeks                                | 75%   |
| Less than 2 weeks                        | 100%  |

In the event that the Community Centre Committee can re-sell the booking space then monies shall be refunded accordingly.

For regular bookings (either weekly or monthly) no refund will be due to the Hirer.

The community centre reserves the right to cancel this hiring by written notice to the Hirer in the event of:

(a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

(b) the community centre management committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.



(c) the premises becoming unfit for the use intended by the Hirer.

(d) 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 community centre shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

### **End of hire**

The Hirer shall be 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 the community centre shall be at liberty to make an additional charge which may be deducted from the deposit.

### **No alterations**

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the community centre Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the community centre remain in the premises at the end of the hiring. It will become the property of the community centre unless removed by the Hirer who must make good to the satisfaction of the community centre any damage caused to the premises by such removal.

### **No rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

### **Special Conditions of Hire**

All functions must end promptly by eleven pm to comply with the licensing and planning restrictions of the community centre.

### **Fire**

Hirers must ensure that all precautions are taken against risk of FIRE and damage to the property. Instructions for smoke/heat alarms/exits/equipment, and what to do in the event of a fire, can be found on the purple notice board inside the hall entrance.

The community centre has no telephone. Please ensure you have a mobile in good working order with you.

All means of EXITS from the premises must be kept free from obstruction and immediately available for instant public exit. The emergency exit illuminated signs remain on permanently.

### **Opening and closing the Community Centre**

Arrangements for access to the community centre will be made shortly before your hire – please contact [enquiries@staynorhall.community](mailto:enquiries@staynorhall.community) a few days before the event.

Please ensure that any outside caterers, contractors and staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Guests are expected to vacate the premises within ten minutes of the end of the hire period. Failure to comply with this will result in a charge being owed by the Hirer.

### **Furniture**

Please use the trolleys provided for moving chairs and tables in order to avoid injury. Please stack chairs and tables neatly in the storeroom. A first aid box is located in the kitchen. All recorded accidents must be reported to the management as soon as possible. It is the duty of the management to inform the authorities.

### **Health and Hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations, in particular dairy products. Vegetables and meat must be refrigerated. The hirer and invitees using the kitchen for food preparation must observe and adhere to the signs in this area, in particular the colours to use for different foods when using the preparation boards and knives. **Children are not allowed in the kitchen.**

### **Consideration for others**

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are a disturbance for local residents. You must not use drawing pins or tape on the walls or other surfaces. Please use the hooks already in place to attach any decorations you require. Do not fix decorations near light fittings or heaters. Please leave the community centre clean and tidy. In particular we ask you to ensure table tops are wiped clean before being stacked in the storeroom. Please remove all rubbish and place in the external bins provided.

### **Faults/ damage/ comments**

Please report any faults or damage to the Community Centre as soon as possible so that they can be rectified quickly, this can be done so either via email or in person with the trustee attending to lock the hall. The management committee welcome comments or observations that you may have about your hire of the community centre.

### **Payment**

Payment is due within the terms specified within the Terms of Payment. Please note that we do not accept cash or cheques. All payments must be paid online The Hirer is responsible for any costs incurred by Staynor Hall Community Centre or by the Hirer in the event that any payment taken results in bank charges being levied.

*End of terms and conditions*