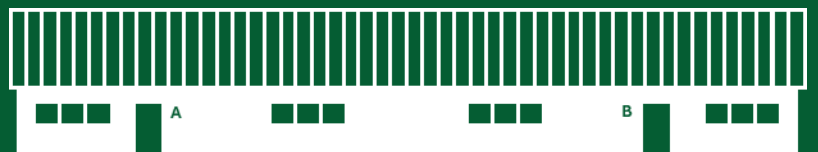




Great Oldbury Community Centre Facilities Hiring Agreement

Version 1.1

10 Dec 2024



Notes

All boxes in this agreement should be completed appropriately and in accordance with the instructions contained in the Notes.

The box titled Parties should contain the details of those referred to in (1) and (2)

2.1 Timing of events is important as some activity has restricted hours and there maybe bookings before and/or after your desired booking time

Enter all time using the 24-hours clock to avoid confusion.

You must include any pre-event setup time and post event cleaning time **you** need for **your** event in the overall booking time required.

You may request bookings to occur up to one year from the date of the Hire Agreement.

**GREAT OLDBURY COMMUNITY CENTRE
FACILITIES HIRING AGREEMENT**

DATED:

PARTIES:

- 1) The Community Centre named in clause 2.2 acting by its management committee:
- 2) The person or organisation named in clause 2.3:

AGREED as follows:

- 1. Throughout this Agreement:
 - the **Community Centre** named in clause 2.2 is referred to as “**we**”; “**our**” is to be construed accordingly and “**we**” and “**us**” mean and include the **Community Centre**’s employees, volunteers, agents and invitees.
 - the person or organisation named in clause 2.3 is referred to as “**you**”; and “**your**” is to be construed accordingly; “**you**” also includes the members of your management committee (if appropriate), your employees, 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 Community Centre Booking Clerk or, if the Community Centre Booking Clerk is not available, any of **our** other authorised representatives named in clause 2.2.
- 2. In consideration of the hire fee described in clause 2.4, **we** agree to permit **you** to use the premises described in clause 2.5 for the purpose described in clause 2.6 for the period(s) described in clause 2.1. The details inserted in sub-clauses 2.1 to 2.6 below and the answers to the questions in sub-clauses 2.7 to 2.11 are terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

2.1 Date(s) required:

Day: Month: Year:

From: (Start Time) Quantity of Hours:

If you wish to make multiple booking dates, please enter the:

Frequency: every week(s) or

every month(s)

Quantity: total of bookings.

With the final booking date to occur on:

Day: Month: Year:

2.2 Great Oldbury Community Centre

a) Registered Charity Number: Not Applicable.

b) Authorised Representative(s):

Great Oldbury Community
Centre Booking Clerk

Great Oldbury Parish Council Clerk

Great Oldbury Parish Council Chair

Address: Great Oldbury Community Centre,
Daniels Way, STONEHOUSE,
Gloucestershire, GL10 3XR

Telephone: Not Applicable.

Email: booking@greatoldbury-pc.gov.uk

2.3 Hirer:

a) Name:

b) Organisation:

c) Name of Organisation's
Authorised Representative:

Address:

Telephone:

Email:

2.4 Fees

In order to enforce legally the hiring agreement, a fee must be payable by the hirer for the use of the hall. It is the contractual obligation to pay and not the actual payment that ensures that the hiring agreement is legally binding.

Booking Deposit A non-refundable deposit shall be paid as requested as compensation for loss of revenue in the event of the hirer cancelling.

Special Deposit This deposit is taken having considered the risk of hirers causing damage to the hall, creating noise, failure to clean the premises, loss of keys, obstructive parking or other disturbances.

2.4 Hire Fee

Hire Fee: £

You must pay **us** a non-refundable Booking Deposit of one third of the cost of the booking at the time **you** sign this Agreement.

Booking Deposit: £

Remaining Balance: £

Payable at least 14 calendar days before the start of the event for which the premises are hired.

You must also pay **us** a Special Deposit of £100 at least 14 calendar days before the start of the event for which the premises are hired.

We will refund to **you** the Special Deposit within 28 calendar days of the end/termination of the period of hire, provided that all extant Hire Fees are paid, no damage or loss has been caused to the premises and/or contents, nor complaints made to **us** about excessive noise, car parking or other disturbance during the period of the hiring as a result of the hiring.

Total Balance due at least 14 days

before start of event: £

You are responsible for ensuring cleared funds are submitted to **our** nominated bank account within the agreed timelines.

2.5 Premises

See also **Standard Condition of Hire 3**.

Whilst this agreement offers you use of a premises area, other user bookings may be made after your booking and occur on the same day and/or time of your requested booking and require shared access of communal areas (e.g. toilets, kitchen etc).

For information about storage see also **Standard Condition of Hire 15**.

2.7 An event will be classified as "public" where **you** provide open access or where **you** charge attendees (e.g. tickets, fees, membership) to the event, even if the guest list is restricted. E.g. a work meeting, family birthday party or wedding is usually considered "private". A dance class, coffee morning for residents etc would be "public". For confirmation, please contact **us**.

2.9. No alcohol (except bottled raffle prizes for fetes, bazaars etc) maybe bought, sold or consumed on any part of the premises without the expressed written permission of an **Authorised Representative** of the Community Centre and a valid authorised Temporary Events Notice (TEN) as applicable from the licencing authority.

2.10 and 2.11. This Agreement provides the necessary permission from the Community Centre for exhibition of a film, performance of live music and playing of recorded music which is a requirement of legislation. The hirer is still required to hold all applicable music licence conditions. See also **Standard Conditions of Hire 7 and 8**.

3. Maximum occupancy is for **your** Safety due to Fire Regulations.

You must ensure that all payments are made to **our** bank account with **your** booking number as reference: (Booking Numbers are provided by the Bookings Clerk)

Account Name: **Great Oldbury Parish Council**
Sort Code: **60-83-01**
Account Number: **20504706**
Bank: **Unity Bank**
Reference: **Booking Number**

2.5 Premises

Please indicate which premises of the Community Centre **you** want to **exclusively** Hire from **us** in this Hire Agreement (select all that apply):

- Community Centre Hall:
- Community Centre Meeting Room:
- Community Centre Changing Rooms:

Due to the proximity of the Hall and Meeting room, **you** may be able to hear other users if multiple bookings are occurring. If this is a concern (e.g. noise), consider hiring both locations.

Please indicate if you wish to use the Community Centre premises for the Storage of equipment: Yes / No

2.6 Purpose/description of hiring:

2.7 Is this a public event? Yes / No

2.8 Is food to be provided at the event? Yes / No

2.9 Is alcohol to be provided at the event? Yes / No

If "YES", do **you** intend to sell the alcohol? Yes / No

2.10 Will there be exhibition of a film? Yes / No

2.11 Will live music be performed or recorded music played? Yes / No

3. **You** agree and must not exceed the maximum permitted number of people per room/area including the organisers/performers.

- Main hall: **364** maximum occupancy.
- Meeting Room: **26** maximum occupancy.
- Kitchen: **3** maximum occupancy.
- Entrance Lobby: **8** maximum occupancy.
- Main Foyer: **14** maximum occupancy.
- Changing Room: **24** maximum occupancy.

4.1 A PPL PRS for Music licence is not required for functions of a purely domestic or family nature, such as wedding receptions, christening parties or birthday parties when attendance is by personal invitation only (except for staff, performers etc). See also **Standard Condition of Hire 6**.

4.2 Applications for bookings may be submitted for consideration from organisations and individuals who want to hold a licensable event or activity for which a licence is needed.

Where this is the case, hirers must give the licensing authority a Temporary Event Notice (TEN). This should be done at least ten working days before the event in order for the licensable activity to take place. See also **Standard Condition of Hire 11**.

5. See also **Standard Condition of Hire 28**.

4. Alcohol and Entertainment Licencing

4.1 **We** do not have a licence with the Phonographic Performance Licence Performing Right Society (PPL PRS) Ltd for the performance of copyright music within the Community Centre.

4.2 **We** do not have a Premises Licence. This Agreement gives permission to **you** for a performance of live music, the playing of recorded music, or an exhibition of a film but only in accordance with the Deregulation Act 2015.

- (i) **You** are responsible for ensuring that screenings of film abide by age classification ratings.
- (ii) **You** agree that if regulated entertainment outside of the Deregulation Act 2015 is to be held **you** will obtain **our** consent to give notice of a Temporary Events Notice (TEN) to the licensing authority.
- (iii) **You** agree to obtain **our** consent to give notice of **your** intention to provide alcohol at the event and to give notice of a TEN to the licensing authority.
- (iv) **You** agree that if **you** intend to sell alcohol and/or regulated entertainment, **you** will hold an approved Temporary Events Notice (TEN) from the licensing authority valid for the duration of the hiring agreement and provide such evidence to **us** prior to the start of the hiring.

If **you** fail to comply with 4.2 (i), (ii), (iii) or (iv) above, **we** will cancel the hiring without compensation and neither the booking deposit or special deposit will be returned to **you**. This is because there is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future events by **us** and by local organisations.

5. Bouncy Castle and Inflatables

5.1 **We** bring to **your** attention that Bouncy Castles and Inflatables are high risk activities that can be severely dangerous to children – even lead to loss of life - if **you** incorrectly set up or use the activities, or **you** fail to adequately supervise.

5.2 Users of Bouncy Castles or Inflatables are at high risk of being trapped and suffering asphyxiation if deflation occurs due to an event including: loss of power, breakdown of electrical blower, puncture, overcrowding or unsuitable ground mooring is used.

5.3 Users of Bouncy Castles or Inflatables are at risk of injury from the flooring at entrances/exits if suitable protection is not in place.

5.4 **You** agree to provide all details on the Bouncy Castle and/or Inflatables including certification and confirmation of safety checks to **us** 14 calendar days before the event date.

5.5 Do **you** wish to use a Bouncy Castle and/or Inflatables during the event? Yes / No

7. Standard Conditions of Hire Hirers are provided with a copy of the Standard Conditions of Hire and their attention drawn to clauses that the Community Centre particularly want to emphasise.

6. **You** agree with **us** to be present (by **your** authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.
7. **We** and **you** hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions imposed under the Premises Licence (if applicable) or that **we** deem necessary, form part of the terms of this Agreement unless **we** and **you** agree in writing.
8. 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.

Signed by the person named at 2.2(b) above, duly authorised, on behalf of the Community Centre:

Signed by the person named at 2.3(a) above or at 2.3(c) above, duly authorised, on behalf of the organisation named at 2.3(b) above, where applicable:

GREAT OLDBURY COMMUNITY CENTRE

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 It is important to ensure that all policies and services that relate to age do not fall outside legislation of the prohibition of age discrimination against people aged 18 years and above in services, public functions and associations. This will mean that the Community Centre will not, for instance, refuse to hire the hall to 18-21 year olds unless there is a good reason that can be justified.

Special care must be taken to ensure that hiring agreements are not signed by people under 18 years of age. This is because a minor cannot be held responsible in law for breaches of an agreement of this kind, e.g. damage occurring in the course of a hiring.

It is not sufficient to make an addition to the hiring agreement to the effect that the hirer certifies that they are over 18 years of age.

Where there is any doubt as to the age of the hirer a parent or guardian over 18 years of age will be asked to sign the agreement and thereby accept responsibility.

3. Use of premises The Community Centre is a community facility and must ensure that users do not do or allow anything to take place which might bring the community centre's reputation into disrepute or annoy or offend local people. So, for example, a photography class or the exhibition of photographs or material which might offend public sensibilities will not be allowed and if such activity is not disclosed to the community centre the hiring will be cancelled. **See Standard Condition of Hire 30**

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.

You may be asked to prove that you are over 18 years of age by presentation to **us** an original acceptable form of identification:

- Valid passport
- Photo driving licence
- A proof of age card such as the PASS Card from the national Proof of Age Standards Scheme)

2. Supervision

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

- (i) supervision of the premises, the fabric 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.

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 or play area 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 use of artificial snow machines and bubble making machines of any description are prohibited.

You must not disclose any key codes, passwords or security details to any other third party and should direct such third parties to the Booking Clerk.

Setting up and clearing up time shall be included in the booking time. The facilities are not to be used outside of the times booked thereby maintaining the booking scheduling for all users. If there is an emergency on the day of hiring please contact the Booking Clerk, or if the booking clerk is not available, **our** Authorised Representatives.

4. Insurance and indemnity

- (i) **You** are liable for:
 - a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents
 - b) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our Wi-Fi service.
 - 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 our Wi-Fi 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 Wi-Fi service, and subject to Standard Condition of Hire sub-clause 4(ii), you must indemnify us against such liabilities.
- (ii) **We** will take out adequate insurance to insure the liabilities described in Standard Condition of Hire sub-clauses 4(i)a) and 4(i)b) above and may, in **our** discretion and in the case of non-commercial hirers, insure the liabilities described in Standard Condition of Hire sub-clauses 4(i)c) and 4(i)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 Standard Condition of Hire sub-clauses 4(i)c) and 4(i)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 Booking Clerk, or if the Booking Clerk is not available, **our** Authorised Representatives. 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.

5. Gaming, betting and lotteries. Nothing shall be undertaken on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries, and those responsible for the functions held in the Community Centre must ensure that the requirements of the relevant legislation are strictly observed. .

6. Music Copyright licensing As the Community Centre is still being established, it may not yet have a suitable PRSL PRL music licence. Therefore it is the hirer's responsibility to check and obtain (where applicable) any relevant licences which are necessary for the event or activity. If the Community Centre is uncertain about whether the hirer has the appropriate licences for their activity they can ask for copies

8. Film. Under the Copyright, Designs and Patents Act 1988, films (also referred to as movies or shows) rented or bought from a physical store, online store or streaming service cannot be used for public showings; they are only intended for home use. The hirer could be sued for damaged if they show a film or TV show in public without permission from the copyright owner. If the hirer wants to show a film, check the Film Distributors Association (FDA) records to see who distributed a film and they can contact them to ask for permission.

9. Safety of children, young people and vulnerable adults.

It is good practice for all organisations working with children, young people and vulnerable adults to have policies in place for their protection. The Community Centre require groups to comply with **Standard Condition of Hire 9.**

6. Music Copyright licensing

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

7. 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.

8. 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** to use our premises to show a film only if these copyright licences are obtained. (The Deregulation Act 2015 requires **you** to have **our** written permission to show a film).

9. Safeguarding children, young people and adults at risk

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, 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). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

10. Public safety compliance

The Community Centre draw to the attention of hirers, the hall's fire risk assessment at the time of booking. Particular care is taken to instruct the hirer in fire safety matters and ensure that they are aware those items listed in (i) and (ii) and their obligation to instruct any attendants at the event.

Emergency procedure instructions, assembly points etc. are clearly displayed on the notice board. The capacity of the hall, i.e. the number of people allowed on the premises at any one time is detailed in the Hiring Agreement. **See clause 3 of the Agreement.**

10. 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.

You must call the Fire Service to any outbreak of fire, however slight, and give details to **our** Booking Clerk.

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

- The actions to be taken in event of fire. This includes calling the Fire Brigade, evacuating the Community Centre and the Fire Muster Point (Rear of the Car Park).
- 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).

11. 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.

13. Food, health and hygiene

If food is prepared, served or sold on the premises, and agreed by the Community Centre, then the Community Centre is responsible for meeting legislative requirements to ensure that the hall, and in particular the kitchen, adequately provides for the possible level of catering to be undertaken by the hirers, and that it is clean and well maintained.

The hirers are responsible for ensuring that all stages of food preparation and service meet required health and hygiene standards. Under food safety legislation the Community Centre is not required to be registered as a food business. It is the responsibility of each separate food business using the Community Centre to register.

14. Portable electrical appliances

While the Community Centre is responsible for the regular testing of portable electrical appliances belonging to the Community Centre, the hirer is responsible for ensuring that any electrical appliances they bring are safe and comply with the Electricity at Work Regulations 1989.

12. 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.

13. Food, health and hygiene

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations, including legislation regarding the notification and disclosure of Allergen information.

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 not provided with a thermometer.

14. Electrical appliance safety

You must ensure that any electrical appliances brought by **you** to the premises and used 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.

All electrical appliances **you** use in the Community Centre (e.g. electric kettles, bouncy castles, inflatables, portable sound systems etc, must have a suitable Portable Appliance Test (PAT) certificate which must be renewed every 3 years.

You must not overload extension cables beyond their rated capacity and "daisy chaining" of multiple extension leads is prohibited. No "Cube" extension boxes are permitted.

You must ensure all cables shall be securely protected and appropriate anti-trip measures taken.

15. Stored Equipment

For some events equipment brought into the Community Centre must be removed, for example unsold items from a jumble sale and bar equipment. Permission must be obtained before goods or equipment are left or stored at the Community Centre.

15. 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 (e.g. unsold items from a jumble sale, bar equipment etc).

We may, in 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.

16. 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 does so outside, at least 2 metres away from entrances and structures, and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire or litter.

17. 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. **You** must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Booking Clerk 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).

18. Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances are not brought into, stored, 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** prior written consent.

19 Heating

The Community Centre wish to draw **your** attention to requirements for turning off heating lighting and other electrical equipment in its pursuit to keep ongoing costs and associated hiring costs low, and support NetZERO and climate change reduction.

20. Animals Guide dog and assistance dog owners have rights under the Equality Act 2010 (EA). For further information see www.assistedogs.org.uk.

19. 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 ensure that after use, conservation of energy is undertaken including turning down any adjusted heating levels and turning off all room lighting and unused electrical equipment.

20. Animals

You must ensure that Guide dogs, Hearing dogs or Assistance dogs are allowed on the premises with their owners, subject to the dog being in an suitable clean condition and suitably behaved.

You must ensure the no animals (including Guide dogs, Hearing dogs or Assistance dogs) are allowed into the Community Centre Kitchen.

You must ensure that no other domesticated or wild animals are allowed on the premises without **our** expressed written consent.

21. 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 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.

22. 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.

23. 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) commercial use not associated with the agreed purpose of the Hiring Agreement.
 - b) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - c) 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;
 - d) interfering with any other persons use or enjoyment of the WiFi service;
 - e) 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.

24. 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.

25. Availability of WiFi Services

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.

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.

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.

26. Privacy and Data Protection

We may collect and store personal data through **your** use of our Wi-Fi service.

We may process all information about **you** which is provided in relation to our Wi-Fi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the Wi-Fi service.

By using **our** Wi-Fi service, **you** agree to the terms of this Standards Condition of Hire Clause 26. If **you** would like more information or object to anything in these conditions, **you** should speak to the Booking Clerk or one of our Authorised Representatives.

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

- (a) not to use the WiFi service for any for the following purposes:
 - i. commercial use not associated with the agreed purpose of the Hiring Agreement.
 - ii. disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - iii. 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;
 - iv. interfering with any other persons use or enjoyment of the WiFi service;
 - v. 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.

27. Abstracting/Theft of Utilities

We have the right to suspend or terminate **your** Hire Agreement immediately without compensation in the event that there is any breach of this Condition during your Hire Agreement and report such incidents as theft, to the Police including:

- Abstracting electricity from our electricity supply to charge or permit the charge of any Electric Vehicle including Car (Fully Electric, Hybrid or any other combination), Bike, Moped or Scooter.
- Abstracting electricity from our electricity supply to connect or allow to be connected any electronic device that is used or associated with Cryptographic decoding (i.e. "Bitcoin" crypto-mining).
- Use our utilities (water, electricity, gas) for any purpose not related to your Hire Agreement.

28. Bouncy Castle and Inflatables

You must obtain **our** written consent of approval to use a Bouncy Castle / Inflatable in **our** Community Centre.

We have the right to suspend or terminate the Hire Agreement immediately in the event that there is any breach of any of the provisions of these Standard Conditions for Bouncy Castle and Inflatables.

You must ensure that **we** hold relevant Public Liability Insurance explicitly covering and permitting the use of Bouncy Castles and Inflatables or, where appropriate, you must hold such Public Liability Insurance. **You** must provide proof of this to **us** prior to the commencement of the Hire Agreement, otherwise at our sole discretion **we** will not permit the use of Bouncy Castle / Inflatables during the booking **or** terminate the Hire Agreement.

You agree that:

- **You** shall ensure that any bouncy castle or inflatable is compliant with British Standard BS EN 14960, through either PIPA or ADiPs declaration of compliance (DOC) and has had an inspection by a competent person within the last year.
- **You** shall ensure that all associated equipment is safe, including the blower, and is compliant with Standard Condition 14: Electrical Safety including has an in-date Portable Appliance Test (PAT) certificate.
- **You** shall ensure a Risk Assessment is conducted for the use of the Bouncy Castle / Inflatable explicitly with regards to at the Community Centre and undertake all appropriate measures to ensure the Risk is As Low As Reasonably Practicable (ALARP).

(continued overleaf)

- **You** shall ensure appropriate adult supervision of the use of the Bouncy Castle / Inflatables at all times.
- **You** shall only allow children of similar age and size on at any one time.
- **You** shall prevent any over-crowding and ensure that the manufacturers recommendations for maximum occupancy numbers are not exceeded.
- **You** shall use suitable soft matting, of at least 2 inches thick, to cover any hard surface at any entrances to the Bouncy Castle / inflatables.
- **You** shall ensure sure that users remove any potentially dangerous objects such as jewellery or shoes.
- **You** shall ensure the top of all Bouncy castle/ Inflatables are free from all overhead obstructions and any overhead heaters are switched off.
- **You** shall ensure that all Bouncy Castle / inflatables are moored securely to the ground at each anchor point in line with the manufacturer's instructions and recommendations, and in all cases have at least six (6) anchor points used. If indoors, **you** shall use suitable indoor ballast weights in line with the manufacturer's recommendations.
- **You** shall ensure that any ropes used to secure Bouncy Castle / Inflatables are in good condition and not stretched, frayed or rotten. Never use improvised tow ropes, e.g. bungee cord.
- **You** shall not use any permanent or temporary adhesives/cables/wires or other means to attach the Bouncy Castle/ inflatables directly to the Community Centre.
- **You** shall ensure that a competent person has inspected the setup of Bouncy Castle/Inflatables prior to use.
- **You** shall ensure that a competent person regularly checks the suitability of the anchors, soft matting and other safety precautions are in place and suitable during use.
- **You** shall never use Bouncy Castle/ Inflatables outdoors in high winds or wet weather.
- **You** shall not allow food or drink to be carried or consumed on Bouncy Castle/inflatables.
- **You** shall not allow any person(s) over the age of sixteen (16) on Bouncy Castle/inflatables.
- In the event of a power cut, blower failure or other signs of deflation, **you** shall immediately ensure the Bouncy castle or inflatable is evacuated, and all occupants are accounted for. **You** must not use the Bouncy castle or inflatable until the power is restored, is full re-inflated and re-checked by a competent person.

We accept no liability for any injury or damage from the direct or indirect result of using a bouncy castle or inflatable on the premises.

In the event that **your** use of Bouncy Castle or Inflatables damages the Community Centre in any way, **you** will be liable to **us** under Standard Condition clause 4: Insurance and Indemnity.

30. Cancellation Once both the Community Centre and the hirer have signed the Agreement then the Community Centre is contractually bound to allow the hiring, unless the Agreement becomes void or the hirer is in breach of their part of the Agreement. Failure to do so is a breach of contract.

29. Mitigation

You must take all reasonable steps to mitigate any loss or damage to **our** premises and property and avoid taking any unreasonable steps that increase loss, in all circumstances including but not limited to:

- Escape of Water (i.e. burst pipe, overflowing toilet)
- Fire (including ensuring all doors and windows are closed if safe to do so, once the building is evacuated - to prevent the further spread of fire).
- Further Damage, including Vandalism and Trespass.
- Security of the premises (including keys, access codes and passwords).
- Personal injury, Health and Safety.

30. Cancellation

Greater than 14 calendar days before the start of the event.

If **you** wish to cancel the booking greater than 14 calendar days before the start of the event for which the premises are hired, **you** must submit a Cancellation Request in writing to the Booking Clerk, stating your booking number and hiring details.

The Booking Clerk will write back to you to confirm that the Cancellation has been accepted. After this point, it is no longer guaranteed that **you** will be able to re-book this same Hire period should you subsequently change your mind later as the Community Centre operates on a "First Come First Served" basis.

Where the Cancellation Request is submitted greater than 14 calendar days before the start of the event for which the premises are hired, **We** will refund any Hire Fee paid to **us** above the level of the Deposit within 28 calendar days of the Cancellation Confirmation. **We** may (at our sole discretion) refund the Deposit. If **you** paid a Special Deposit, **we** will refund this in full. Any Deposit or Special Deposit to be returned will be refunded within 28 calendar days of the Cancellation Confirmation.

14 calendar days or less before the start of the event.

If **you** wish to cancel the booking with 14 calendar days or less before the start of the event for which the premises are hired, **you** must submit a Cancellation Request in writing to the Booking Clerk, stating your details including booking number and hiring details.

The Booking Clerk will write back to you to confirm that the Cancellation has been accepted. After this point, it is no longer guaranteed that **you** will be able to re-book this same Hire period should you subsequently change your mind later as the Community Centre operates on a "First Come First Served" basis.

(continued overleaf)

Cancellation Clause. The cancellation clause gives the Community Centre the right to cancel a booking and thus terminate a hiring agreement without being liable for breach of contract. The Community Centre does not intend to exercise this right without good reason: firstly, because to do so frequently will damage hirers' confidence to use the Community Centre and secondly, because they may need to justify their decision later.

Use of Short Notice. A growing number of Community Centre are hired as polling stations and use must then be guaranteed sometimes at comparatively short notice.

Lack of availability It can happen that, through no fault of the Community Centre, it or part thereof may be damaged or there may be a failure of services which may cause the Community Centre to become unfit for the use for which it has been hired.

Right to refuse/terminate booking A booking does not have to be accepted if the Community Centre believes that it would not be in the village hall's interests. Circumstances can include an undesirable purpose of hire, e.g. an extreme political group. In refusing a booking, there is no reason why the Community Centre should give any reason.

Where the Cancellation Request is submitted 14 calendar days or less before the start of the event for which the premises are hired, **We** will NOT refund any Hire Fee paid to **us**. **We** will not refund any Deposit. If **you** paid a Special Deposit, **we** will refund this in full within 28 calendar days of the Cancellation Confirmation.

We reserve the right to cancel this Agreement by giving **you** written notice of a Cancellation Confirmation 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 case of (i), (ii), (iii) or (iv) **you** will be entitled to a refund of any Deposit, Hire Fee and Special Deposit already paid, but **we** will not be liable to **you** for any resulting direct or indirect loss or damages whatsoever. Any Hire Fee, Deposit or Special Deposit will be refunded within 28 calendar days of the Cancellation Confirmation.

31. End of hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition.

You are responsible for ensuring the premises is locked and secured unless directed otherwise, all keys are returned to any storage locations and any contents temporarily removed from their usual positions properly replaced; otherwise **we** may make an additional charge.

32. 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 **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.

33. No rights

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

END OF STANDARD CONDITIONS OF HIRE

END OF GREAT OLDBURY COMMUNITY CENTRE FACILITIES HIRING AGREEMENT