

LACHE COMMUNITY CENTRE TERMS & CONDITIONS

GENERAL CONDITIONS OF HIRE

1. EXPLANATION OF TERMS USED

- 'Premises' : Includes all the buildings, grounds, car parks or other facilities of the center to be hired.
- 'Manager' : Any officer or employee of the Council acting upon their behalf in charge of Premises.
- 'User' : Any person using the Premises whether as a participant or spectator and whether or not a charge has been paid for entry or use of the facilities.
- 'Hirer' : Person or persons hiring the Premises.
- 'Booking Period' : The times of any day reserved for the Hirer.
- 'The Council' : Cheshire West and Chester Council

2. APPLICATION

- 2.1 All applications to hire the Premises must be submitted in writing on the appropriate application form.
- 2.2 A booking is not confirmed until the Manager has confirmed the booking.
- 2.3 The Hirer will provide the Council with full details of the hiring.
- 2.4 No person under the age of 18 years may hire the Premises.

3. USE OF THE PREMISES

- 3.1 The Premises shall not be used for any purpose other than that identified in the confirmation of booking. The Council reserves the right to cancel any booking if it appears that the Hirer has made a material omission or material mis-statement on the booking form.
- 3.2 No Hirer shall levy any charge in connection with any booking without prior consent of the Manager.

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- 3.3 The Hirer will not sub-let or sub-hire the Premises or any part of it without written permission of the Manager.

4. BOOKING PERIOD

- 4.1 The Premises must not be used for a longer time than the Booking Period. The Manager will make an additional charge for any excess period.
- 4.2 The Booking Period must include the time required to erect and dismantle equipment.

5. ADMISSION

- 5.1 All persons admitted to the Premises must comply with all reasonable instructions by the Manager.
- 5.2 The Manager has the right to refuse admission to the Premises.
- 5.3 The Manager has the right to require any person to leave the Premises without making a refund.

6. SAFETY

- 6.1 The Hirer shall keep every corridor, passage, entrance and exit connected with the Premises clear of obstruction and ready for use in an emergency. In all cases the Premises must be used in accordance with a plan approved by the Manager.
- 6.2 If directed by the Council, the Hirer shall employ sufficient stewards to maintain good order during the hiring and shall expel any person acting in a disorderly manner.
- 6.3 The Hirer is responsible for the health and safety of all persons attending their event. Hirers must complete a full risk assessment of their event and provide a copy to the Manager.
- 6.4 All Premises have a 'user manual' on site. The Hirer must familiarize him/herself with the user manual as it contains the following important information;
- 6.4.1 Fire & emergency procedures
 - 6.4.2 Shut down point locations for gas, electric and water
 - 6.4.3 Critical incident procedures
 - 6.4.4 Accident, incident and complaint reporting forms and procedures
 - 6.4.5 Names and contact details of key holders
- 6.5 The risk assessment must include details and proposed use of all parts of the Premises which might be used. Hirers are responsible for complete event safety.

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7. CAPACITY

- 7.1 Under no circumstances must the capacity of any individual area or the whole Premises be exceeded. The Manager will advise on the permitted numbers that may be accommodated.

8. REFUSAL OR CANCELLATION

- 8.1 The Manager has the right to refuse any application for booking.
- 8.2 The Manager has the right to cancel or terminate any booking due to any act of God, war, strike, industrial action, fire, flood, tempest, national or local emergency, or any other act beyond the reasonable control of the Council.
- 8.3 All monies paid to the Council in respect of a booking cancelled by the Council will be refunded.
- 8.4 The Council will not be liable for loss of profit, loss of goodwill or any indirect or consequential loss resulting from such cancellation.
- 8.5 The Manager has the right to cancel or terminate any booking as a result of breach of any of these conditions of hire. The Hirer shall remain liable for the charges due for the hired periods, but without prejudice to any claim that the Council may have against him arising out of such breach.
- 8.6 The Manager may cancel a booking(s) to accommodate special events or one-off bookings. Sufficient notice will be given to the Hirer which will usually be a minimum of 2 weeks.
- 8.7 **Block Booking Cancellation Requirement.**

Notification of any cancellation must be given within 7 days prior to the event date. Failure to notify will result in you being charged for the booking.

9. LIABILITY FOR DAMAGE/INJURY

- 9.1 The Hirer shall be liable for all loss, damage and / or injury, however caused, other than by the negligence of the Council or its officers or servants, during the period of hire, to the building or any article or thing belonging to the Council and will be liable for the full amount necessary to repair or, if necessary, to replace the same and also any contingent loss the Council may sustain through their inability to let the building during the time necessary to make good the loss, damage or injury. This also includes external damage to grounds when events include use of this space.

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- 9.2 The Hirer shall also indemnify the Council against all claims for damage or injury caused, other than by the negligence of the Council or its officers or servants, during the period of hire, to third persons or the property of third persons. The Hirer is advised to take out his/her own insurance to provide the requisite cover.
- 9.3 The Council has the right to recover any monies used for restoring that part of the Premises used for the hire to a good state of repair/cleanliness.
- 9.4 The Council will not be responsible for loss or damage caused to or suffered by the Hirer on account of any failure of lighting, heating, wifi or other equipment of the Premises and no compensation will be paid.
- 9.5 Public Liability Insurance: It is the Hirer responsibility to ensure they have their own public liability insurance with a minimum indemnity of £5m. Attendees of events/activities organised by the Hirer are not covered by Cheshire West and Chester Council's insurance for any incidents occurring as a result of the Hirer's negligence.
- 9.6 **Inflatable Equipment:** it is the responsibility of the Hirer that inflatable equipment is used in accordance with the guidelines and conditions of hire. Cheshire West and Chester Borough Council can accept no liability for injuries sustained or any other loss, howsoever caused, in the absence of the negligence of Cheshire West and Chester Borough Council or its employees.

As the equipment will be in the Hirer's possession and control whilst in use any liability for injuries or other losses caused rests with the Hirer. Accordingly, it is strongly recommended that the Hirer has adequate public liability insurance covering his or her liability arising from the use of the inflatable.

10. CHARGES

- 10.1 The charges for the hiring or other services are those current at the time the event is held. These will be supplied at the time of enquiry.
- 10.2 Minimum hire charge of 1 hour is applied to all bookings.
- 10.3 The Council reserves the right to vary the cost of the hiring should there be any rates, taxes, assessments, duty imposition or charge imposed on the letting subsequent to confirmation of the booking.
- 10.4 The Council may require payment in advance of a deposit or of the full hiring fee at some Premises. If the fee is not paid at the agreed time the Council will cancel the booking and any future bookings.

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11. DAMAGE TO OR LOSS OF PROPERTY

- 11.1 The Council does not accept responsibility or liability for any damage to, or loss of, any property or articles or things whatsoever, placed or left in the Premises or any part thereof, by a user however such loss or damage may be caused or sustained.

12. DECORATIONS

- 12.1 Where any decorations are used no nail or similar fastenings shall be put into any walls, floor, partition, pillar, fitting or furniture or in any other part of the building. The Manager will advise on the permitted methods of fastening or fixing any article.
- 12.2 All decorations must be removed from the premises, or a cleaning fee may be applied to the booking.

13. ADVERTISING

- 13.1 No advertisements, bills, posters or placards shall be put up without the agreement of the Manager, either inside or outside the building, other than upon such board as may be provided by the Council.
- 13.2 The Manager has the right to refuse to display any poster which is not considered suitable.
- 13.3 The Hirer must not advertise or publicly announce any event is to take place at the Premises until the booking has been confirmed in writing by the Manager.

14. SALE OF ARTICLES FOR PRIVATE AND COMMERCIAL GAIN

- 14.1 There shall be no sale of articles for private or commercial gain unless the Hirer shall have first obtained the express consent, in writing, of the Manager and then only on payment of such additional charge as may be prescribed.

15. ALCOHOL

- 15.1 Hirers and persons attending functions are not permitted to bring their own alcohol into the Premises without the prior approval of the Manager.
- 15.2 Any person under the influence of alcohol shall not be permitted to enter or remain upon the Premises, and the Hirer shall not permit any drunkenness or any disorderly conduct to take place in the building.
- 15.3 Where bottles of liquor are offered as raffle or tombola prizes, these must not be opened or consumed on the Premises.

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16. GAMING AND GAMBLING

- 16.1 No sweepstake, tombola or lottery is permitted on the Premises without the prior consent of the Manager. All such activities must be conducted in accordance with the relevant statutory provisions.
- 16.2 Any person using the Premises will not play unlawful games or permit gaming on the Premises.

17. PERFORMING RIGHTS

- 17.1 The Council has a general licence in respect of the performance of musical works in which copyright exists and which are controlled by the Performing Right Society Limited. The Hirer shall deliver to the Manager on request a list of all hire performances of musical works proposed by or on behalf of the Hirer, stating the name of the composer of such works
- 17.2 The Hirer shall not use the building or any part thereof for the performance in public of any dramatic or musical work, or for the delivery in public of any lecture in which copyright exists or, so use the building as to infringe any copyright.
- 17.3 The Hirer shall indemnify the Council against all sums of money which the Council may have to pay by any reason of any infringement of copyright occurred during the period of hire covered by the agreement.
- 17.4 The Hirer shall provide to the Manager, within 14 days of a concert taking place, with a completed PRS form, relevant programme and total number of box office receipts relating to the concert.

18. RECORDED MUSIC

- 18.1 The Hirer shall not perform or cause or make to be performed in public in any part of the building any copyright music without the permission of the owners of the copyright.
- 18.2 The attention of Hirers is drawn to the fact that a Licence from Phonographic Performance Limited is required before any records, CDs, tapes or other recorded material can be played, used or performed or permitted to be played, used or performed in public. Enquiries to Phonographic Performance Limited, Ganton House, 14 – 22 Ganton Street, London, W1V, 1LB.

19. VIDEO, PHOTOGRAPHY, BROADCASTING

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- 19.1 No photography, video, filming, television or broadcasts are allowed except with the prior consent of the Manager.

20. ELECTRICAL EQUIPMENT

- 20.1 The Hirer shall seek approval from the manager before any extra lighting or other electrical equipment may be brought onto the Premises.
- 20.2 The Hirer shall ensure that any electrical equipment brought into the Premises has a valid Portable Appliance (PAT) Certificate. Appliances without a valid certificate may not be used on the Premises.

21. THEATRICAL, MUSICAL AND OTHER PERFORMANCES

- 21.1 In the event of the Premises being required for the presentation of a play, concert, dance or other live performance, the Hirer shall conform to all conditions of the Premises Licence. These conditions may be inspected upon application to the Manager.
- 21.2 Proposed staging and technical details, including sound and lighting requests, use of naked lights, use of stage effects such as pyrotechnics and smoke, must be forwarded at least 6 weeks prior to the date of the booking, for assessment by the Manager, who may require a full, written Method Statement or Risk Assessment.
- 21.3 The Manager may refuse to allow to be brought onto the Premises any article or appliance that may be dangerous or offensive.
- 21.4 No inflammable material shall be used for scenery or costumes or during performances or for decoration of the Premises, without the consent of the Manager.

22. EQUALITY DIVERSITY AND INCLUSION

- 22.1 The Council promotes and encourages a diverse and inclusive culture in its workplaces, buildings and community centers.
- 22.2 We will not tolerate discrimination against any person regardless of age, gender, disability, religion, sexual orientation or any other protected characteristic. We encourage anyone with concerns to raise them with the centre supervisor.

23. RESPECT AND TOLERANCE

- 23.1 As an employer, the council has a duty of care for the health and safety of its staff. All hirers are expected to behave in an acceptable, respectful manner.

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- 23.2** The community centre is a shared space. As such, hirers are reminded to treat each other with respect. We have a zero-tolerance policy for abuse, aggression or repeated swearing/foul language used towards staff or other hirers.
- 23.3 Please report any incidents to the centre supervisor.

24. ALTERATION OF RULES AND CONDITIONS

- 24.1 The rules and conditions contained herein are subject to variation by the Council at any time

25. ADDITIONAL FOLLOWING RECENT IMPROVEMENTS

25.1 Room Hire Costs

Lounge	£18 per hour
Hall	£21 per hour
MR1	£15 per hour
MR2	£15 per hour
The Den	£15 per hour

Community rate is 50% off the standard cost. Costs are subject to review.

25.2 Storage

There is minimal storage available at the community centre, as such applications for storage of articles will be considered on a case-by-case basis. Items left at the centre are done entirely at the owners risk.

25.3 Refreshments

The new café has been leased, the leaseholder will be providing drinks and refreshment's during their opening hours for all centre users if requested. Arrangements for refreshments and the associated cost is to be directly agreed with café owner.

Water will be available to all hirers but there will be no access to the kitchen as this is no longer under the management of the community centre. Outside of café opening hours arrangements can be made for the provision of hot water for tea / coffee. There will be no kitchen access.

25.4 Lounge / Café area rules

Please do not rearrange the furniture in the café area. This space is for all centre visitors to use and cannot be hired out unless the whole building has been booked for a private function.

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Lounge - all tables in this space have wheels to allow for improved maneuverability. Please ensure the wheel brakes are engaged after moving and in place for safety. Please only move these if you have been instructed on the safe way to move and store / set them up.

The partition door should not be opened/closed by centre users. If it requires reconfiguration, this will be carried out by centre staff.

25.5 **Keys /access**

Regular hirers will be given a key to access the building and alarm information shared.

One off-hirers will be provided with access information the week before their hire.

25.6 **Room Layout**

All rooms will have furniture available as requested on booking form.

It is the hirers responsibility to set up and then return the room to its original state before leaving.

The centre no longer has the staffing capacity to do this whilst keeping the hourly charges minimal.