



For You to keep in mind when hiring

Hagley Community Centre

For the sake of clarity, there is a few terms used though-out this document which You need to know.

- The Centre is Hagley Community Centre or any part of it including the adjacent car park but not the village car park or the playing field at Worcester Road Hagley Stourbridge DY9 0NW.
- The Association is Hagley Community Association registered charity number 523146
- The Website is www.hagley.uk.
- The Committee is the volunteers who run The Association who are listed on The Website and includes employees, volunteers, agents or invitees of The Association.
- You or Your is You the hirer of The Centre.
- Your Booking or Your Hire is Your Hire of The Centre.
- These Conditions or The Conditions is this document.
- The Bookings Manager is the person listed on The Website who has volunteered to manage Bookings and the hire of The Centre.

If there is anything here that is not clear to You when You have read These Conditions then contact The Bookings Manager immediately, their details are on The Website under Contact Us.

1. Age and responsibility

To hire The Centre You must be over 18 and You are completely responsible for The Centre and everyone in the rooms You have hired which means that all of the following is observed.

2. Booking confirmation

The Booking Manager has absolute jurisdiction on who can and cannot make a Booking.

You are responsible for checking Your Booking exists on The Website. If it does not exist on The Website then You have no Booking and will not be charged and vice versa.

Your Booking of The Centre is confirmed when an on-line Booking is completed on The Website.

An on-line Booking means that You accept these Terms and Conditions.

3. Booking cost and deposits

The cost of hire is calculated at the rates set-out on The Website. If costs change for future hire of The Centre then cost will be recalculated at the appropriate rate at that time.

You will not usually be required to pay a deposit for Your Hire of The Centre otherwise all costs and deposits must be paid to The Association within the period set out in the email confirmation of Your Hire.

The Booking Manager reserves the right to cancel unpaid Bookings.

Deposits will be returned at the beginning of the month following that of Your Hire and where no damage has been incurred and where The Centre has been left in a clean and tidy state and all rubbish removed by You the Bookings Manager's decision is final as to whether a deposit is returned or not.

4. Cancellation

If you make a Booking it will be paid for unless it is cancelled. It is Your responsibility to cancel unwanted Bookings by signing into The Website or by sending an email to the Bookings Manager. The Bookings Manager may cancel Your Booking.

You need to be aware of the following:

1. After making Your Booking You have seven days in which You can cancel it without penalty.
2. If You cancel Your Booking within fourteen days of the date of Your Booking You will be charged for the Booking and any deposit will be returned to You.

3. The Bookings Manager reserves the right to cancel Your Booking by written notice to You in the event of:
 - 3.1. The Centre being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
 - 3.2. An emergency requiring use of The Centre as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
 - 3.3. The Centre needs repairs redecoration refurbishment or replacement.
 - 3.4. The Centre becoming unfit for the use intended by You;
4. The Bookings Manager may cancel Your Booking if it is considered that:
 - 4.1. Your Hire of The Centre will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or;
 - 4.2. Unlawful or unsuitable activities will take place at The Centre as a result of Your Hire;
 - 4.3. If Your Booking is cancelled The Association shall not be liable to You for any resulting direct or indirect losses or damages whatsoever.
 - 4.4. Where refunds apply they will be made within 30 days of Your Booking date.

5. Compliance with The Children Act 1989

The Association takes safeguarding of children and Adults At Risk seriously. You must ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks have access to the children. Remember that checks may also apply where children over eight and Adults At Risk are taking part in activities. You must provide The Bookings Manager with a copy of Your DBS check and Safeguarding Policy immediately if requested.

6. Supervision

During Your Hire You are responsible for

1. Not damaging or changing the fabric or contents of The Centre what-so-ever;
2. The behaviour of all persons using The Centre whatever their capacity and this includes proper supervision of car parking arrangements.
3. Not using The Centre for any purpose other than that described at the time of hire and not sub-hiring The Centre or allowing The Centre to be used for any unlawful purpose or in any unlawful way nor doing anything or bringing onto The Centre anything which may endanger The Centre or render invalid any insurance policies in respect of The Centre.

7. Health and hygiene

You are responsible for enforcing health hygiene and any Health Protection Regulations at The Centre and if serving or selling food observe all relevant food health and hygiene legislation and regulations. The Centre is not a licensed premise for food preparation.

8. Advertising Your Booking

When a Booking is made by or for You at The Centre You may be given the choice of advertising Your Booking on The Website. If You choose to advertise Your Booking it may appear in the on-line calendar as well as village events listing on The Website and may appear in Hagley Village News.

9. Permitted Numbers at The Centre

The Premises Licence for The Centre is displayed prominently at The Centre and You must ensure that the number of people standing or seated at The Centre does not exceed the permitted number on the Premises Licence. These permitted numbers are also detailed on The Website. The Centre shall not be used for public entertainment except between the hours specified on The Premises Licence unless special permission has been issued by Bromsgrove District Council and The Association.

10. Gaming betting and lotteries

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

11. Licensable activities

It is an offence to sell alcohol at an event without a Temporary Event Notice (TEN). If You want to sell alcohol even included in a ticket price You must apply for a Temporary Event Notice at least ten days before the event. You must declare Your intention to apply for a TEN when You make Your Booking via The Website. You must display the licence prominently at the point of sale at The Centre for the duration of Your event. It is an offence to allow disorderly conduct at Your event or to sell alcohol to persons under the age of 18.

If music is played at The Centre for example, through radio, TV, CD, MP3 or computer speakers, or at live events, this is considered a “public performance”. The Copyright, Designs and Patents Act 1988 states You must get permission from the copyright holder to “perform” music in public and You must hold the relevant music licence.

You should ensure that You have the appropriate copyright licences for any film You show at The Centre and that You observe the British Board of Film Classification restrictions attached to the film. The Booking Manager reserves the right to request a copy of the relevant licences be sent to The Association before Your Booking takes place. Failure to comply with such a request may result in Your Booking being cancelled without notice and Your payment being forfeited.

12. Public safety compliance

You must comply with all conditions and regulations made in respect of The Centre by the Local Authority, the Licensing Authority, and the Centre’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. You must also comply with the Centre’s health and safety policy.

You must have knowledge and observe the following:

1. You must know what to do if there is a fire at The Centre;
2. You must call the Fire Brigade to any outbreak of fire at The Centre;
3. You must evacuate The Centre;
4. The location and use of fire equipment which should only be moved during a fire;
5. Escape routes and the need to keep them clear;
6. Method of operation of escape door fastenings;
7. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

In advance of Your Hire must check the following items:

1. That all fire exits are unlocked and panic bolts in good working order;
2. All means of exit from The Centre must be kept free from obstruction and immediately available for instant free public exit;
3. That any fire doors are not wedged open;
4. That emergency exit signs are illuminated throughout Your Hire;
5. That there is no obvious fire hazards at The Centre.

If there is a fire at The Centre You must contact the Bookings Manager their contact details are on The Website and on the exit sign by the back door.

13. Electrical appliance safety

You are liable for any electrical appliances brought by You to The Centre and used. They must 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 You must make use of it in the interests of public safety. You must avoid trailing wires and leads.

14. Insurance and indemnity

1. You are liable for:
 - 1.1. The cost of repair of any damage (including accidental and malicious damage) done to any part of The Centre or the contents of The Centre
 - 1.2. All claims, losses, damages and costs made against or incurred by The Association in respect of damage or loss of property or injury to persons arising as a result of the use of The Centre (including the storage of equipment) by You, and
 - 1.3. all claims, losses, damages and costs made against or incurred by The Association as a result of any nuisance caused to a third party as a result of the use of The Centre by You, and subject to sub-clause (2), You will indemnify and keep indemnified accordingly each member of The Association against such liabilities.
2. The Association shall take out adequate insurance to ensure the liabilities described in sub-clauses (1.1) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (1.2) and (1.3) above. The Association shall claim on its insurance for any liability of You hereunder but You must indemnify and keep indemnified each member of The Association against any insurance excess incurred and
3. the difference between the amount of the liability and the monies received under the insurance policy.
4. Where the Community Centre does not insure the liabilities described in sub-clauses (1.2) and (1.3) above, You must 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 Bookings Manager. Failure to produce such policy and evidence of cover will render Your Hire void and enable The Bookings Manager to rehire The Centre to another person.
5. The Association is insured against any claims arising out of its own negligence.

15. Reporting accidents or dangerous occurrences

It is a criminal offence under Health & Safety Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) if You do not report an accident (or “near miss”) involving injury where the injured person cannot go (or could not have gone) about their normal activities for more than seven days.

You must report such accidents or near misses to any member of The Association as soon as possible and You must complete the relevant section in the Community Centre’s accident book.

The Bookings Manager will give You assistance in completing an accident form if need be.

The Incident Contact Centre can be contacted in any of the following ways:

- Telephone: 0345 300 9923
- Facsimile: 0845 3009924
- Website: www.riddor.gov.uk or via the HSE website: www.hse.gov.uk
- Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

16. Behaviour at The Centre

You must not allow or permit:

1. Illegal drugs to be brought into The Centre;
2. Violent, criminal or damaging behaviour;
3. Excessive consumption of alcohol;
4. Drunk and disorderly behaviour;
5. Performances involving danger to the public or of a sexually explicit nature.

You must ask people to leave The Centre straight away if You see any of these behaviours.

17. Smoking

While at The Centre You are responsible for the Prohibition of Smoking in Public Places Provisions of The Health Act 2006 and any regulations made thereunder. You must ensure that any person who breaches this provision (smokes in The Centre) leaves The Centre immediately.

18. Damaging substances

You must not allow or permit in The Centre substances that may be of a damaging nature nor must You use them in any part of The Centre. These substances include internal decorations of a combustible nature such as polystyrene or decorations near light fittings or heaters flammable substances water in pools or tanks sand and the like.

19. Heating The Centre

You must ensure that no unauthorised heating appliances shall be used in The Centre when open to the public without the consent of The Association. Portable Liquefied Propane Gas (LPG) heating appliances must not be used.

20. Animals

You must ensure that no animals (including birds) except Assistance Dogs are brought into The Centre, other than for a special event previously agreed to by The Association. No animals whatsoever are to enter the kitchen at any time under any circumstances.

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 Centre and shall indemnify and keep indemnified each member of The Association 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.

22. Sale of goods

When selling goods at The Centre You must comply with Fair Trading Laws and any code of practice used in connection with such sales and in particular You must 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.

23. 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 Centre and comply with any other licensing condition for The Centre. Please do not let off fireworks.

24. Stored equipment

The Association accepts no responsibility for any stored equipment or other property brought on to or left at The Centre, 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 hire 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 Association may, use its discretion in any of the following circumstances:

1. Failure by You 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.
2. Failure by You to dispose of any property brought on to The Centre for the purposes of the hiring. This may result in The Association disposing of any such items by sale or otherwise on

such terms and conditions as it thinks fit, and charge You any costs incurred in storing and selling or otherwise disposing of the same.

25. At the end of Your Hire

You are responsible for leaving The Centre 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 Bookings Manager shall be at liberty to make an additional charge. You must remove all rubbish.

26. No alterations

No alterations or additions may be made to The Centre nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of The Centre without the prior written approval of The Association. This includes but is not limited to using putty-like pressure-sensitive adhesive, drawing pins, sticky tape, and sticky pads or similar to attach items to any surface of The Centre. Any alteration, fixture or fitting or attachment so approved shall at the discretion of The Association remain in The Centre at the end of the hiring when it will become the property of The Association unless removed by You. You must make good to the satisfaction of The Association if any damage is caused to The Centre by such removal.

27. CCTV

CCTV operates at The Centre to enhance safety and security for visitors. Access is restricted to two members of The Association as well as our contractor. Only vision is recorded inside The Centre.

The system complies with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 (DPA), is password protected and is kept at a secure location. If you have a dispute relating to the operation or use of the CCTV system please contact The Secretary of The Association.

The Association bear no liability for any damages or losses arising from the operation or malfunction of the CCTV system, to the extent permitted by law.

28. No rights

This Hiring Agreement constitutes permission only to use The Centre and confers no tenancy or other right of occupation on You.