



YOUR CONTRACT OF HIRE HAGLEY COMMUNITY CENTRE

For the sake of clarity, the following defined terms apply throughout this document:

- **The Centre** means Hagley Community Centre, including the adjacent car park, but excluding the village car park and the playing field at Worcester Road, Hagley, Stourbridge DY9 0NW.
- **The Association** means Hagley Community Association (registered charity number 523146).
- **The Website** means www.hagley.uk.
- **The Committee** means the volunteers who run **The Association**, as listed on **The Website**, including employees, volunteers, agents, or invitees.
- **You** or **Your** means you, the hirer of **The Centre**.
- **Your Hire** or **Your Booking** means your hire of **The Centre**.
- **These Conditions** means this document.
- **The Bookings Manager** means the person listed on **The Website** who manages bookings and hires of **The Centre**.

If anything is unclear after reading **These Conditions**, please contact **The Bookings Manager** immediately (details on **The Website** under Contact Us).

1. Age and Responsibility:

To hire **The Centre**, **You** must be over 18. **You** are fully responsible for **The Centre** and everyone in the rooms **You** have hired, and must ensure that **These Conditions** are observed.

2. Booking Confirmation:

- **The Bookings Manager** has sole discretion to accept or decline any Booking.
- **You** must verify that **Your Booking** appears on **The Website**; if it does not, **Your Booking** is not confirmed and no hire fee will be charged.
- **Your Booking** is confirmed only when **You** complete an on-line Booking on **The Website**.
- By completing an on-line Booking, **You** accept **These Conditions**.

3. Booking Cost:

Your hire fee will be at the rates published on **The Website** on the date **You** book. If those rates change before **Your hire date**, the rates in effect at the time of hire will apply.

4. Payment & Deposit:

Unless **We** notify **You** that a deposit is required, **You** need only pay the full hire fee. If a deposit is required, **The amount** will be stated in **Your** confirmation email. All amounts (including any deposit) must be paid to **The Association** by the deadline set out in **Your** booking confirmation email.

5. Deposits:

1. Return of Deposit:

- **We** will return any deposit at the start of the month following **Your hire**, provided that:
 - No damage has been caused to **The Centre**;
 - **The Centre** has been left clean and tidy; and
 - All rubbish and personal items have been removed.
- **The Bookings Manager's** decision on return of the deposit is final.

2. Bank Details & Unclaimed Deposits:

- To receive **Your Deposit**, email your bank details (account name, sort code, and account number) to treasurer@hagley.uk within 12 months of **Your hire date**.

- If **We** do not receive these details within 12 months, **The Association** will donate **Your Deposit** to charity.

6. Cancellation:

1. How to Cancel:

- **You** may cancel **Your Booking** by signing in to **The Website**.

2. Cancellation Rights:

- **Free Cancellation Period:** **You** may cancel without charge up to 28 days before **Your hire date**.
- **Standard Cancellation:** If **You** cancel after the free period, **The Association** will retain the full hire fee; any deposit will be refunded.

3. Refund Timing:

- Refunds of any deposit or fee will be processed within 30 days of cancellation.

4. Our Right to Cancel:

The Bookings Manager may cancel **Your Booking** on notice if:

- **You** fail to pay by the due date;
- **The Centre** is required for elections, emergency shelter, urgent repairs, or becomes unfit for hire; or
- **Your Booking** would breach licensing, legal, or safety requirements.

5. Liability:

- If we cancel under section 4, **The Association** will not be liable for any direct or indirect losses or damages you incur.

7. Compliance with The Children Act 1989:

You must ensure that activities involving children (under eight years), older children, and Adults At Risk comply with The Children Act 1989. Only fit and proper persons with appropriate DBS checks may have access. **You** must provide DBS certificates and a safeguarding policy to **The Bookings Manager** on request.

8. Supervision:

During **Your Hire**, **You** are responsible for:

1. Not damaging or altering the fabric or contents of **The Centre**.
2. The behaviour of all persons using **The Centre**, including supervision of car parking.
3. Not using **The Centre** for any purpose other than that described in **Your Booking**, not sub-hiring **The Centre**, and not bringing anything that may endanger **The Centre** or invalidate insurance.

9. Health and Hygiene:

You must enforce health, hygiene, and any Health Protection Regulations. If serving or selling food, **You** must observe all relevant food health and hygiene legislation. **The Centre** is not a licensed food preparation premise.

10. Advertising Your Booking:

You may be given the choice to advertise **Your Booking** on **The Website**; if selected, it may appear in the on-line calendar, village events listing, and Hagley Village News.

11. Permitted Numbers:

You must ensure that attendance does not exceed the permitted numbers on the Premises Licence (details displayed at **The Centre** and on **The Website**). Special permission from Bromsgrove District Council is required for public entertainment outside licensed hours.

12. Gaming, Betting, and Lotteries:

You must ensure compliance with all laws relating to gaming, betting, and lotteries.

13. Licensable Activities:

- To sell alcohol, **You** must apply for a Temporary Event Notice (TEN) at least ten days before the event and declare this when booking.
- **You** must display the TEN at the point of sale and ensure no sale to persons under 18.
- Public performance of music requires a licence under the Copyright, Designs and Patents Act 1988.
- Film showings require appropriate copyright licences and BBFC classification compliance.
- **The Bookings Manager** may request copies of licences; failure to comply may result in cancellation without refund.

14. Public Safety Compliance:

You must comply with all conditions set by the Local Authority, Licensing Authority, and **The Centre's** Fire Risk Assessment, particularly for regulated entertainment, alcohol sales, or events with children. **You** must:

1. Know fire procedures, evacuation routes, and fire equipment locations.
2. Ensure all fire exits and escape routes are unobstructed and fire doors are not wedged open.
3. Check panic bolts, exit signs, and the absence of fire hazards before **Your Hire**.
4. In case of fire, call 999 and notify **The Bookings Manager**.

15. Electrical Appliance Safety:

You are responsible for any electrical appliances brought to **The Centre**. They must comply with the Electricity at Work Regulations 1989 and use any provided residual circuit breakers. Avoid trailing wires and leads.

16. Insurance and Indemnity:

You are liable for:

1. Repair costs for damage to **The Centre** or its contents.
2. Claims, losses, damages, and costs incurred by **The Association** arising from **Your** use of **The Centre**.
3. Nuisance claims to third parties.
4. Insurance excesses and any shortfall between liability and insurance proceeds.

The Association will maintain insurance for its own liability and may insure non-commercial hirers for damage and third-party risks. If not, **You** must obtain adequate insurance and provide evidence on request; failure to do so renders **Your Hire** void.

17. Reporting Accidents or Dangerous Occurrences:

Under RIDDOR 1995, **You** must report accidents or near misses to **The Association** and record them in the accident book. For notifiable incidents, contact the Incident Contact Centre (Tel: 0345 300 9923; Fax: 0845 300 9924; www.riddor.gov.uk).

18. Behaviour:

You must not allow illegal drugs, violent or criminal behaviour, excessive alcohol consumption, drunk and disorderly conduct, or dangerous or sexually explicit performances. Offenders must be asked to leave immediately.

19. Smoking:

You must enforce the Prohibition of Smoking in Public Places (Health Act 2006). Anyone smoking must leave **The Centre** immediately.

20. Damaging Substances:

You must not allow combustible decorations (e.g. polystyrene), flammable substances, or water in pools or tanks in **The Centre**.

21. Heating:

No unauthorised heating appliances may be used in **The Centre** without **The Association's** consent. Portable LPG heaters are prohibited.

22. Animals:

No animals except Assistance Dogs are allowed in **The Centre** without prior agreement. Animals are prohibited from the kitchen at all times.

23. Fly Posting:

You must not carry out unauthorized advertising (fly posting). **You** indemnify **The Association** against any claims arising from breaches.

24. Sale of Goods:

You must comply with Fair Trading Laws and codes of practice, display prices and organiser details prominently, and base discounts only on Manufacturers' Recommended Retail Prices.

25. Noise:

You must minimize noise on arrival and departure and comply with noise limitation devices and licensing conditions if using sound equipment. Fireworks are prohibited.

26. Stored Equipment:

The Association accepts no liability for stored or left property. **You** must remove all equipment at the end of each hire or pay daily storage fees. Unclaimed items after seven days may be sold or disposed of, with costs charged to **You**.

27. End of Hire:

You must leave **The Centre** clean, tidy, locked (unless directed otherwise), and replace any moved contents. Failure may incur additional charges. All rubbish must be removed.

28. No Alterations:

No fixtures, fittings, decorations, or attachments may be added to **The Centre** without prior written approval from **The Association**. Approved items may remain at **The Centre** after hire unless **You** remove them and make good any damage.

29. CCTV:

CCTV operates to enhance safety. Access to recordings is restricted and GDPR/DPA 2018 compliant. For disputes, contact **The Secretary of The Association**. **The Association** bears no liability for CCTV malfunction to the extent permitted by law.

30. No Rights of Tenancy:

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