

OUGHTRINGTON COMMUNITY CENTRE (OCC)

Company number 05626686 - Charity number 1112982 Hire Agreement

GENERAL BOOKING CONDITIONS

Please note that until these terms have been accepted AND the deposit or payment made in full, the booking shall be considered provisional. Dates for provisional bookings will only be held for 10 days after which time the date may be offered to another hirer.

The Hirer agrees with the Community Centre to be present during the hiring and to comply fully with this Hire Agreement.

These Standard Conditions of Hire shall form part of the terms of this Hire Agreement unless specifically excluded by agreement in writing between Oughtrington Community Centre and the Hirer.

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.

STANDARD TERMS & CONDITIONS OF HIRE

The premises are managed by the Oughtrington Community Centre, registered charity number 1112982.

The premises are non-profit making, providing a service to the community and rely on the co-operation of all users.

Our hire charges cover running expenses and the general maintenance and improvements of the building.

The Trustees want to ensure you enjoy these facilities and that you make good use of the premises, to ensure this we require that:

1. Hire of the premises is only by those aged 18 and over
2. Hirers will familiarise themselves with the facilities, exit routes and fire extinguisher locations, and the fire notice.
3. Hiring of any room at OCC will be through our website at <https://oughtrington.co.uk/book/> or via telephone call to 01925 75 4178, and we will enter the booking onto the website.
4. The Hirer will be responsible for:
 - a. Maintaining good order and conduct on the premises.
 - b. Ensuring that the number of persons on the premises does not exceed the number stipulated on the booking agreement, in accordance with the fire regulations.
 - c. Ending all functions by 23:00hrs or as stipulated on the booking agreement in accordance with the premises.
 - d. Ensuring that access to and from all FIRE EXITS is always kept clear of any obstruction.
 - e. Consideration to be given to local residents and other visitors when arriving / departing and using outdoor spaces
 - f. Parking on the premises must be in marked spaces, or otherwise, to permit access by emergency vehicles at all times.
 - g. Ensuring that checks are made during the hire period to ensure that general housekeeping standards are maintained, and to reduce the risk of slip, trip or other incidents.
 - h. Obtaining prior written consent before decorating the hall.

- i. Leaving the premises in the same state as they were found on entry, unless a cleaning service has been booked and paid for prior to the event.
- j. Sweeping and mopping the floors
- k. All rubbish and recycling to be taken away by the Hirer (we permit reasonable use of our bin for landfill waste only)
- l. Ensuring the toilet areas are left clean and tidy. Used nappies must be removed by the hirer.
- m. Kitchen to be left in a state of cleanliness, ready to be used by the next hirer.
- n. Kitchen crockery, if used, to be cleaned and returned to cupboards; the kitchen is not to be used for any other purpose, must be used in a safe manner and not in any way that may present a fire hazard.
- o. Replace tables and chairs as found.
- p. Checking that if any portable electrical equipment is brought onto the premises, it is safe for use / has been P.A.T. tested.
- q. The use of Blu-Tack, Sellotape and drawing pins is not permitted.
- r. Use of bouncy castles or other inflatables must be confirmed in writing in advance, to confirm dimensions, electrical power requirements and that insurance is in place.
- s. Smoking/vaping is not permitted on the premises.
- t. Switching off all internal lights when exiting (the Hall Lobby and all toilet lights are automatic)
- u. Closing all windows and locking all doors before leaving.
- v. Returning the keys and reporting any damage via contact@oughtrington.co.uk or via telephone on 01925 75 4178

Regular hirers take additional responsibility for:

- At the end of each session ensuring that the hall, meeting room (if used), kitchen and toilets are left clean and tidy.
- Obtaining the prior written consent for the storage of materials and/or equipment.
- Ensuring that materials/equipment is stored in a safe, neat secure manner within the area(s) agreed.
- Ensure that no flammable substances are stored within the building.
- Ensure that items stored do not obstruct any Fire Exit(s) and do not impede any access by other Hirers.
- Accepting that all materials, kitchen goods and other equipment are stored at the owner's risk and are insured by them.
- Periodically inspecting and removing unwanted materials and equipment or when requested.
- Storage of equipment during periods of absence (such as school holidays) and their inspection during and after such periods.
- (when terminating their hire contract) removing all their materials and equipment.

All hirers must abide by the following conditions:

1. Fire safety – the “Regulatory Reform (Fire Safety) Order 2005”

Under this legislation Hirers are responsible for appointing their own “Responsible Person” to ensure that their activities are conducted in a safe way from fire and to liaise with the Oughtrington Community Centre contacts, if necessary.

We recommend that the location of fire exits, fire extinguishers and toilets be advised to all groups at the commencement of a session. These are displayed on a floor plan in the main hall lobby.

Accidents - ensure all accidents are recorded in the OCC Accident Book (located next to the fire control panel in the Hall Lobby area), which must be used to record all cuts, bumps, falls etc. as well as more serious accidents and near misses.

The details to be recorded include:

- a) the name of the casualty
- b) the date, time and place that the incident/accident occurred
- c) the cause of the accident i.e. what happened
- d) a brief description of the injury (if any) sustained
- e) the first aid (or other) treatment administered, and by whom
- f) whether medical aid was required
- g) the name of the person who dealt with the incident.

2. Insurance

The Community Centre insurance covers only loss caused by fire, theft or storm damage. Regular hirers are required to take out their own insurance cover for their activity and responsibilities. For occasional private hire the individuals own household policy may provide cover, this should be confirmed in advance.

3. Licensing

The Community Centre is not licenced for chargeable live music events or for alcohol sales. Private, non-charging parties do not require a music licence. Commercial hirers must meet their own music licence requirements. Any planned alcohol sales must be communicated at least one month in advance, and it is the responsibility of the hirer to obtain a temporary alcohol sales licence from the Local Authority.

4. The Hirer of these premises undertakes that they are personally responsible for adherence to these requirements.

5. The Hirer will be responsible for reimbursing OCC for any damage (accidental or otherwise) to the buildings and its contents during the period of hire, no matter how or by whom committed, including damage immediately prior to and after the period of hire, by those attending the event.

6. Hire Fees

For regular Hirers fees are payable by monthly, invoiced by OCC unless otherwise agreed. Failure to pay within 28 days may lead to termination of this hire agreement.

BACS Payments to: Oughtrington Community Centre

7. Cancellation charge

No cancellation charge will be payable if the booking is cancelled 48 hours or more prior to the event, within 48 hours of the event the full hire charge will be payable at the Trustee's discretion.

8. COVID-19 Special Conditions

The Community Centre Management Committee have the right to close the Centre if there are safety concerns relating to COVID-19, for example, if someone who has attended the Centre develops symptoms and thorough cleansing is required or in the event that public buildings are asked/required to close again. If this is necessary, we will do our very best to inform you promptly and you will receive a full refund of any hire charge paid.

9. Data Protection:

The Hirer's contact details will be held for a maximum period of 24 months for accounting/auditing purposes only. Those details will only be used for Community Centre hire and accounting purposes and will not be used for any other purpose or shared with any third party.

We thank you for your co-operation and hope you enjoy the use of the facilities.

As the Hirer I have read and understood all the Terms and Conditions of Hire Contract and agree to comply with them.