**MOORSIDE COMMUNITY CENTRE**

**URQUHART ROAD**

**THATCHAM**

**RG19 4RE**



TERMS AND CONDITIONS OF HIRE

WITH EFFECT FROM

1st SEPTEMBER 2022

Bookings administered by:

These standard conditions apply to all hirers of Moorside Community Centre. If the Hirer is in any doubt as to the meaning of the following, the Hall Administrator should immediately be consulted. Failure to comply with any of the conditions of hire may result in termination of the booking.

**1. Supervision**

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and 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 the Hall Administrator, the Hirer shall 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.

**2. Use of Premises**

The Hirershall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

**3. Gaming, Betting and Lotteries**

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

**4. Licences**

The Hirer shall ensure that the Centre holds a Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Centre the Hirer should ensure that they hold the relevant licence or the Centre holds it.

**5. Public Safety Compliance**

The Hirershall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority 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.

In advance of any usage the Hirer shall check the following items:

1. That all fire exits are unlocked and panic bolts in good working order.
2. That all escape routes are free of obstruction and can be safely used.
3. That any fire doors are not wedged open.
4. That exit signs are illuminated.
5. That there are no obvious fire hazards on the premises.

**6. Means of Escape**

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

**7. Outbreaks of Fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Hall Administrator.

**8. Health and Hygiene**

The Hirershall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

**9. Electrical Appliance Safety**

The Hirershall ensure that any electrical appliances brought by them to the premises and used there shall 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 the hirer must make use of it in the interests of public safety. All electrical equipment **must** be PAT tested.

**10. Indemnity**

1. The Hirershall indemnify and keep indemnified Thatcham Youth employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
2. The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer’s organisation and invitees against the Hirer’s liability under paragraph 10(a)and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Administrator. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Administrator to rehire the premises to another hirer.

The Centre is insured against any claims arising out of its own negligence.

**11 . Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to Thatcham Youthas soon as possible and complete the relevant section in the Centre’s accident book. Any failure of equipment belonging to the Centre or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Local Authority. The Hall Administrator will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

**12. Explosives and Flammable Substances**

The hirer shall ensure that:

(a) Highly flammable substances are not brought into, or used in any part of the premises and that

(b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of Thatcham Youth. No decorations are to be put up near light fittings or heaters.

**13. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

**14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the Centre and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. The consumption of alcohol at Birthday parties for 21 years and under is not permitted. No illegal drugs may be brought onto the premises

**15. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by Thatcham Youth. No animals whatsoever are to enter the kitchen at any time.

**16. Compliance with The Children Act 1989**

The Hirer shall 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 (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide Thatcham Youth with a copy of their Child Protection Policy on request.

**17. Fly Posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of Thatcham Youth 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.

**18. Sale of Goods**

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall 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. Further detail can be found in Village Hall Information Sheet 34, Sale of Goods a copy of which is available from the Hall Administrator.

**19. Cancellation**

Ifthe Hirer wishes to cancel a casual booking before the date of the event fourteen days notice is to be given in writing or no refund will be given, except in special circumstances at the discretion of the Thatcham Youth Management Committee. Thatcham Youth reserves the right to cancel any hiring by written notice to the Hirer in the event of:

1. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
2. Thatcham Youth reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
3. the premises becoming unfit for the use intended by the Hirer

(d) 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 such case the Hirer shall be entitled to a refund of any money already paid, but Thatcham Youth will not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

Thirty days notice is required to terminate a regular booking. Failure to give notice will result in forfeiture of the refundable deposit in lieu of notice.

**20. End of Hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition. Chairs and tables are to be stacked in the designated places or on the trolleys provided. Rubbish must be left in tied black sacks in the kitchen. Any contents temporarily removed from their usual positions properly replaced, otherwise Thatcham Youth shall be at liberty to make an additional charge. When it is necessary for a Thatcham Youth representative to spend longer than 15 minutes in restoring the premises to their original tidiness and cleanliness Thatcham Youth shall be at liberty to make an additional charge. At the end of the hire the hirer must not leave the building until the Hall Administrator has returned to lock up the premises, should the hirer do so they leave themselves open to additional charges for any damage howsoever caused.

**21. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

**22. Stored Equipment**

Thatcham Youth accepts 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 fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

Thatcham Youth may use its discretion in any of the following circumstances:

1. in respect of stored equipment; failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended

(b) in respect of any other property brought on to the premises for the purposes of the hiring; failure by the Hirer to remove the same within 7 days after the hiring, dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

**23. No Alterations**

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior approval of the Hall Administrator. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Hall Administrator remain in the premises at the end of the hiring. It will become the property of Thatcham Youth unless removed by the hirer who must make good to the satisfaction of the Centre or, if any damage caused to the premises by such removal.

**24. No Rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

**25. Refundable Deposit**

A refundable deposit of £100 will be charged when hiring the premises by regular hirers.

**26. Use of Kitchen**

There is no additional hire charge for use of the kitchen. There is a *limited* quantity of crockery and cutlery available for the use of Hirers using the kitchen, details of kitchen equipment available will be supplied upon confirmation of a booking. It is the responsibility of the Hirer to ensure that there is sufficient crockery and cutlery for the letting.

**27. Hire Time**

The Hirer will be charged from the time of access to the premises until the time of departure. The premises must be vacated on expiration of hiring time. Failure to vacate the premises will result in an additional charge being made in accordance with Thatcham Youth’s scale of charges (minimum half an hour).

**28.** **Access**

Police Officers and authorised Officers of Thatcham Youth, the Fire Service, the Environmental Health Department and the Trading Standards Department shall have free access to all parts of the premises during the letting.

**29.** **Disputes**

Any disputes between the Hirer and Thatcham Youth will be decided by Thatcham Youth Trustees whose decision shall be final.

**30. Smoking Policy**

Smoking is not allowed within the building.

**31. Regulated Entertainment**

The Centre is licensed for the following regulated entertainment, any other activities may require a Temporary Event Notice:

Performance of Plays, Performance of Live Music, Recorded Music, Performance of Dance, Exhibitions of Films, Indoor Sporting Events, Provision - Dancing Facilities, Provision - Facilities (Other), Other Similar Entertainment

**Hours of Opening**

### 08:00 hours to 22:00 hours

The premises shall not be used for licensable activities, not listed above, between the hours of 08:00 hours and 22:00 hours unless special permission has been issued by Thatcham Youth and, if necessary, West Berkshire Council.

**32. Capacity and Supervision**

(a) There shall, in addition to the Hirer, be competent attendants on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the Fire Brigade and evacuation procedure.

(b) The number of people on the premises shall not exceed 150.

The number of attendants on duty must be as specified in the Centre’s Premises Licence (and not less than):

two adult attendants for up to 100 persons

three adult attendants for 100-150 persons

Additional attendants are required if the audience is mostly under 16, or if there are many disabled people present.

**33. Age**

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions of the Premises Licence are met.

**34. Dangerous and unsuitable Performances**

Performances involving danger to the public, or of a sexually explicit nature, shall not be given.

**35. Film Shows**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

**36. Sale of Alcohol**

In order to hold a licensable activity not covered the Centre’s Premises Licence (eg sale of alcohol) a Temporary Event Notice (TEN) will need to be given to the licensing authority.

The Hirer shall obtain the written consent of Thatcham Youth on the booking form provided for this purpose before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises.

The TEN must be given to the licensing authority and chief fire officer no later than ten working days before the day on which the event begins. The person giving notice of a TEN must be aged 18 or over. A copy of the TEN must be on the premises during the event. The police and local authority have rights of entry to the premises to assess the likely effect of the TEN on crime prevention.

**37. Raffles/Tombolas**

The provision of bottles of alcohol as prizes in raffles and tombolas are exempt from the need for a licence provided that:

* The lottery is promoted as an incident of an exempt entertainment defined as a bazaar, sale of work, fete, dinner, dance, sporting or athletic event or other entertainment of a similar character
* After deduction of expenses the whole proceeds of the entertainment are applied for purposes other than private gain and the following conditions apply:
  + The alcohol is in a sealed container
  + No prize is a money prize
  + Tickets are only issued when the entertainment takes place
  + The lottery is not the main inducement to attend

Note that these conditions prevent alcohol prizes being given at raffles for which tickets are sold in advance or where money prizes are given, unless the event at which the draw will take place is licensed for alcohol sale by a TEN.

**38. Hire charges**

**ALL CHARGES ARE SUBJECT TO REVIEW WITHOUT NOTICE**

**Community Rates:**

Small Hall £20.00 per hour

Sports Hall £25.00 per hour

MUGA £25.00 per hour (without floodlights)

MUGA £35.00 per hour (with floodlights)

**Commercial Rates:**

By negotiation

**39. Public Liability Insurance**

All regular hirers are required to hold a current Public Liability Insurance policy and up-to-date copies of the policy must be produced to Thatcham Youth. Casual hirers may be required to hold their own Public Liability Insurance policy, dependent on the nature of the use. Public Liability Insurance is not required for private functions.

**40. Booking the Centre and Payments for Casual Events**

For casual bookings a booking form is to be completed before anything is booked in. The hire charge is to be paid at least fourteen days before the date of the booking. Fourteen days’ notice is to be given in writing of any cancellation or no refund will be given, except in special circumstances at the discretion of the Thatcham Youth Management Committee.

**41. Booking the Centre for Regular Events and Payments**

To book the Centre for regular events a booking form must be completed and a deposit in accordance with the scale of charges paid in full in advance. The booking will be confirmed by the issue of an invoice detailing all charges.

Invoices will be issued monthly or termly in arrears and payment is to be received within 14 days. Failure to pay within this period may incur an automatic ten percent penalty surcharge on the total amount of the unpaid invoice. The refundable deposit will be held by Thatcham Youth until the booking for the regular lettings is terminated.

**42. Staff Call Out Arrangements**

In the event of an emergency please telephone 07340 131 337.

**43. Bouncy Castles**

Hirers wishing to use a Bouncy Castle on the premises should only use a reputable company and should ensure that company has a minimum public liability insurance of £5,000,000.

Hirers must ensure proper supervision of the Bouncy Castle at all times.

Hirers are advised to consider obtaining their own public liability insurance cover for the event.