Contract of Hire for xxxxxxx Community Centre

Name of Hiring Organisation ……..

Contact Name ……

Contact Address ……

……

……

Contact Tel No. ……

Room/Facility Required ……

Date/s Required ……

Time/s Required ……

Duration of Booking ……
(e.g. 1 week; 4 weeks; 1 year)

Cost of Hire - Deposit…… Balance ……

(Storage of equipment is not included in the above cost. Special arrangements need to be made with the committee, if storage is required, which may incur a separate charge.)

Conditions of Hire

Please see overleaf for full list of conditions of hire.
Signing implies full understanding and acceptance of the conditions of hire and Group Leaders Emergency Action Plan

(Please tick where applicable)

Insurance check ☐ **CRB check** ☐ **Qualification** ☐ **Keys Received** ☐

Signed on Behalf of the Community Centre……

Signed by Hirer ……. Date……

Please note under the Date Protection Act 1998 that the management committee holds names and addresses of hirers on record. The record is for use by the committee only and is not available to any third party. In accordance with the above act, please contact the committee if you wish your details to be removed from the record.

Conditions of Hire

01. THE HIRER shall make arrangements to insure against any third party claims which may arise against them/their organisation whilst using the community centre. (The management committee is insured against any claims arising from its own negligence.)

02. THE HIRER shall, during the period of hiring, be responsible for supervision of the premises, protection of the fabric and contents from any damage and the proper behaviour of all persons.

03. THE HIRER accepts responsibility for returning furniture and equipment to its original position and for putting out all lights and securing doors and windows of the premises as directed by the management committee.

04. THE HIRER shall ensure that the premises and surrounds are left in a clean and tidy condition, including removal of rubbish. The toilets are to be left in a clean and hygienic condition, with any soiled napkins removed.

05. THE HIRER shall be responsible for obtaining any licences necessary in connection with the booking, other than those already held by the management committee.

06. THE HIRER shall be responsible for the observance of all regulations appertaining to the premises as stipulated by the City and County of Swansea Licence, Licensing Justices, the Fire Authority, or otherwise.

07. THE HIRER shall not sub-let or use the premises for any unlawful purpose or in any unlawful way, nor do anything, or bring onto the premises anything which may endanger the premises, other users, or any insurance policies relating thereto.

08. THE HIRER shall arrange insurance cover to indemnify the management committee against any claims relating to the cost of repair of any damage to the building, its surrounds and contents, as a result of the booking.

09. THE HIRER shall not indulge in any profit making activity on the premises, except in raising funds for charitable groups or causes, or in recovering expenses in the provision of a community service, or by prior agreement with the management committee. Any sale of goods on the premises must comply with Fair Trading legislation and any local code of practice issued in connection with sales. In particular, the hirer shall ensure that the prices of all goods and services are prominently displayed, as shall be the organiser’s name and address.

10. THE HIRER shall ensure that any portable electrical appliance brought on to the premises has a current test certificate and each item has its own sticker/label.

11. THE HIRER shall ensure that if persons under the age of eighteen are present in the building, no photography is permitted unless prior consent has been received from the parent/guardian.

12. THE HIRER shall ensure that the facilities are not used for a period longer than that declared on the booking form. When booking, hirers should allow time for preparation of the activity and clearing away after the activity, as further charges may be incurred for delays.

13. THE HIRER is responsible for informing their users of the locations of the emergency exits and procedures in case of fire/other emergency, and to ensure that all doors, corridors and exits must be kept clear and ready for use in an emergency.

14. THE HIRER shall not use the facility for any purpose other than that for which it was hired. The management committee is not liable for any damages, injury or loss incurred or sustained by the hirer or any person using the facility, being unsuitable for the purpose for which they were booked.

15. With regard to the advertising and promotion of events, under no circumstances must HIRERS fly post the locality.

16. If any booked period of hire is cancelled as a result of a breach of any conditions of hire, THE HIRER shall remain liable for the charges due for the hire period, but without prejudice to any claim which the management committee/City and County of Swansea may have against the hirer arising from such a breach.

17. THE HIRER is responsible for each individual of its group whilst in the building and shall ensure that each individual adheres to the Council's No Smoking Policy and The Smoke-free Premises etc (Wales) Regulations 2007 (please note the notices and information on the notice boards).

18. If THE HIRER is a USER GROUP then clause 9 of the constitution must be adhered to.

19. THE HIRER is responsible for evacuating the building in the event of an emergency as outlined in the Group Leaders Emergency Action Plan.

20. The management committee reserves the right to cancel a booking if hire conditions are not met by THE HIRER.

21. Any cancellations of bookings must be done through the booking secretary with a minimum of 48 hours notice given. For any cancellations within the 48hours or with no prior notice given the Management Committee reserve the right to charge for the booking.