

**BURTON COMMUNITY CENTRE**

**Terms**

**&**

**Standard Conditions**

**of**

**HIRE**

# BURTON COMMUNITY CENTRE

## General Statement of Health & Safety Policy

The management committee recognizes that it has a legal duty of care towards protecting the health and safety of its volunteers, Hirers and all who use or visit the centre.

In order to discharge its responsibilities, the committee will:

- Carry out and regularly review risk assessments to identify proportionate solutions towards reducing risk.
- Communicate and consult with volunteers and others on matters affecting health and safety.
- Comply with all relevant legal requirements, codes of practice and regulations.
- Eliminate risks to health and safety, where possible, through selection and design of facilities, equipment, materials and processes.
- Encourage volunteers and users to identify and report hazards so that we can all contribute towards improving safety.
- Ensure that emergency procedures are in place for dealing with health and safety issues.
- Maintain our premises effectively.
- Engage contractors who demonstrate due regard to health and safety matters.
- Provide adequate resources to control health and safety risks.
- Regularly revise policies and procedures.

This policy will be reviewed annually and revised as necessary to reflect any changes in our activities, in the requirements of BCP Council or in legislation.

Signed on behalf of Management Committee:

Name:

Date:

April 2021

# BURTON COMMUNITY CENTRE

## Organization of Health and Safety

The Burton Community Centre Management Committee has overall responsibility for health and safety at Burton Community Centre.

The person delegated by the management committee to have day to day responsibility for the implementation of this policy:

Name: **Clerk, Burton & Winkton Parish Council**

Telephone No: **01202 470457**

Address: **Burton Community Centre, Sandy Plot, Burton, BH23 7NH**

It is the duty of all volunteers, Hirers and all who use or visit the centre to take care of themselves and others who may be affected by their activities and to cooperate with the management committee in keeping the premises safe and healthy, including the grounds.

Should anyone using the centre come across a fault, damage or other situation which might cause injury and cannot be rectified immediately they should inform the person above, or the Booking Secretary, as soon as possible so that the problem can be dealt with. Where equipment is damaged a notice should be placed on it warning that it is not to be used and it should be placed in the: **Storage Room 1**, next to the Parish Clerk's office

## Arrangements and Procedures

### Use of Premises

You must not use the premises, including the car park, for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance

# BURTON COMMUNITY CENTRE

## Licence

Burton Community Centre has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated

Activity	The community centre is licensed for	Times for which the activity is licensed/permitted
a. The performance of plays	n/a	Permitted 9am -10.30pm
b. The exhibition of films	<b>NO</b>	<b>TEN Required</b>
c. Indoor sporting events	n/a	Permitted 9am -10.30pm
d. Boxing or wrestling entertainment	<b>NO</b>	<b>TEN Required</b>
e. The performance of live music	YES	9am -10.30pm
f. The playing of recorded music	YES	9am -10.30pm
g. The performance of dance	n/a	Permitted 9am -10.30pm
h. Entertainments similar to those in a-g		
i. Making music	YES	9am -10.30pm
j. Dancing	n/a	Permitted 9am -10.30pm
k. Entertainment similar to those in i – j		
l. Provision of hot food/drink after 11pm	<b>NO</b>	<b>TEN Required</b>
m. The sale of alcohol	<b>NO</b>	<b>TEN Required</b>

If a Hirer wishes to conduct any unlicensed activities it is his responsibility to obtain the necessary licence, which may involve applying for a Temporary Events Notice (TEN) from BCP Council. As TENs are limited in number per annum, the intention to apply for a TEN must be made clear when booking, to ensure the total number of the Centre is not exceeded and other Hirers not disadvantaged.

## Fire Evacuation Procedure

In the event of a fire or other emergency:

Should you discover a fire press the nearest Break Glass panel to sound the alarm

Leave the building by the nearest Fire Exit and assemble on the green in front of the Centre on Sandy Plot

Do not stop to collect your personal belongings

Your group leader will have to check your names against the attendance list so that this can be reported to the attending Fire Brigade

Do not attempt to tackle the fire unless the fire is small and you are confident you know how to use the correct fire extinguisher located within the building

You must not re-enter the building until the attending Fire Brigade advises it is safe to do so

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In case of fire, dial

**999**

Your location is

**Burton Community Centre**

**Sandy Plot**

**Burton**

**CHRISTCHURCH**

**BH23 7NH**

## Procedure in case of Accidents

The First Aid Box and Accident Book are located in the **kitchen**

The nearest Accident and Emergency/Casualty facility is:-

**Royal Bournemouth Hospital**

**Castle Lane East**

**BOURNEMOUTH**

**BH7 7DW**

**Tel: 01202 303626**

Local medical centre:

**Burton Medical Centre**

**123 Salisbury Road**

**Burton**

**CHRISTCHURCH**

**BH23 7JN**

**tel: 01202 474311**

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**For Medical Emergencies dial**

**999**

Your location is

**Burton Community Centre**

**Sandy Plot**

**Burton**

**CHRISTCHURCH**

**BH23 7NH**

## **Safety Rules**

It is the intention of Burton Community Centre Management Committee to comply with all health and safety legislation and to act positively where it can reasonably do so to prevent injury, ill health or any danger arising from its activities and operations.

Volunteers, Hirers, visitors and all those using the community centre will be expected to recognize that there is a duty on them to comply with the practices set out by the committee, with all safety requirements set out in the hiring agreement and with safety notices on the premises and to accept responsibility to do everything they can to prevent injury to themselves or others. **NO SMOKING ALLOWED IN THE BUILDING.**

The committee has carried out risk assessments. The following practices must be followed in order to minimise risks:

- Make sure that all emergency exit doors are clear and unlocked as soon as the centre is to be used and throughout the hire
- Do not operate or touch any electrical equipment where there are signs of damage, exposure of components or water penetration etc.
- Do not work on steps, ladders or at height until they are properly secured and another person is present
- Do not leave portable electrical or gas appliances operating while unattended
- Do not bring onto the property any portable electrical appliances which have not been Portable Appliance Tested.
- Do not attempt to move heavy or bulky items (eg stacked tables or chairs)
- Do not stack more than five chairs
- Do not attempt to carry or tip a water boiler when it contains hot water. Leave it to cool.

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- Do not allow children in the kitchen except under close supervision
- Wear suitable protective clothing when handling cleaning or other toxic materials
- Report any evidence of damage or faults to equipment or the building's facilities to the **Parish Clerk**
- Report every accident in the accident book to the **Parish Clerk**
- Be aware and seek to avoid the following risks:
  - creating slipping hazards on polished or wet floors – mop spills immediately
  - creating tripping hazards such as buggies, umbrellas, mops and other items left in centres and corridors
  - use adequate lighting to avoid tripping in poorly lit areas
  - risk to individuals while in sole occupancy of the building
  - risks involved in handling kitchen equipment eg. cooker, water heater and knives
  - creating toppling hazards by piling equipment eg. in store cupboards

## Insurance

A copy of the Insurers certificate is displayed on the notice board in the Centre entrance vestibule.

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## Terms of hire

### Bookings

- Applications to hire the centre will not be accepted by anyone under the age of 18 years. The named Hirer will be expected to remain on the premises for the full duration of the function and ensure full compliance with this agreement. This includes ensuring that no alcohol is obtained or given to anyone under 18, ensuring the centre is used only for lawful purposes and for being responsible for the behaviour and safety of all those attending the function, both inside and in the surrounds of the centre.
- A booking form must be submitted before a booking is made final. With the exception of regular bookings, payment must be made in advance. For one off bookings and those going past 8pm a deposit will be required of £100. This will be refunded in full, less any charges for damage, breakages, cleaning etc. or failure to comply with any of these terms and conditions. The Hirer will also be liable for any excess over and above the deposit amount. These amounts will be at the discretion of Burton & Winkton Parish Council.
- The period of hire must include the additional time required for setting up before and clearing away after the event. Rooms may be booked for a minimum of one hour and in additional blocks of 15 minutes.
- Included in the Sports Hall hire is the use of the kitchen and garden on request.
- Hire of the Long Room and Meeting Room includes use of the kitchen, tables and chairs.
- All functions on Saturdays must be terminated and the building vacated no later than 11pm and on Sunday to Friday must be terminated and vacated no later than 10.30pm
- The garden must be vacated before dusk.
- We reserve the right to refuse any application, without giving reasons.

### Payments

- Full payment for the Hire including deposit if required must be made 14 days before the event or the booking will be cancelled. Short Notice bookings less than 14 days before the event will require full payment at the time of booking.
- Deposits will be refunded to Hirer within 14 days after the event.

### Insurance

- Commercial Hirers must provide a copy of their public liability insurance
- One off event insurance must be acquired by the Hirer for private functions such as birthday parties, family celebrations and other special events with a copy supplied to the Booking Secretary before the event. The intended use of barbeques and third party contractors such as external caterers including bouncy castles and other inflatables etc must be noted on the booking form. It is the Hirer's responsibility to ensure necessary risk assessments are undertaken and acquire adequate insurance. The Centre's public liability does not cover the use of barbeques, bouncy castles or other inflatables or any accidents or incidents relating to their use

### Health & Safety

- The Centre's full Health and Safety Policy can be found on notice board and in the **HIRERS HAND BOOK** located in the **Kitchen**. The number of persons in the centre at



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any time much not exceed one hundred and twenty; for private functions this number must not exceed eighty.

- There is no telephone available for use in the Community Centre. Hirers must ensure they have a fully charged mobile phone for use in case of emergency.
- All electrical equipment brought into the premises by the Hirer must be in good condition and have the minimum recommended electronic testing (i.e. PAT tested).
- The Hirer must nominate a competent person to take charge in case of Fire. That person must make themselves familiar with the Centre's Fire and Evacuation procedure, ensure that it is followed in the event of a fire or other emergency and that all persons at the Centre can escape unimpeded through the Fire Exits to assemble in the designated area **GRASSED AREA IN FRONT OF BUILDING**. Improper operation of the Fire Alarm or extinguishers will result in the automatic loss of the deposit. Fire Doors **MUST** remain unobstructed during the hire.
- The Fire and Evacuation Procedure is displayed on the notice board and in the **HIRERS HAND BOOK**.
- First Aid Box is kept in the **kitchen** area with Accident Report Forms. Any accidents must be reported using the Accident Report Forms. Completed forms should be handed to the **Parish Clerk** or placed in the letterbox.
- All Hirers are responsible for ensuring that necessary DBS checks are held or obtained in accordance with Safeguarding Vulnerable Groups Act 2006. Hirers must also be aware that on some occasions other Hirers may be using accommodation and may have to share use of the Community Centre. A copy of the Hirer's Safeguarding Children and Vulnerable Adults Policy must be provided with the booking application.
- Children are not permitted in the kitchen area.
- If you are preparing food in the kitchen, we recommend that you have at least one person with a food safety and hygiene qualification or training. All food prepared in the Centre's kitchen must be prepared in accordance with The Food Safety (General Food Hygiene) Regulations 1995. – no food is to be left in the Centre after end of hire.
- The Hirer shall ensure that no animals, except for guide dogs, are brought into the centre other than at a special event agreed by Burton & Winkton Parish Council. No animals are to enter the kitchen at any time.
- Commercial Hirers must ensure that they have adequate public liability insurance as this is not covered by these terms and condition. Any persons using the premises do so at their own risk. Burton & Winkton Parish Council cannot be held responsible for any personal injury or loss, theft or damage to the property or personal belongings of any person while on the premises, or left on the premises at the end of the hire period.

## Smoking

- Please note, all areas of the building are designated as 'No Smoking', this includes the enclosed garden.

## Use of Premises

- You must not use the premises, including the car park, for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow

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the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance

## Hours of Use

- The Community Centre is available for hire Monday to Friday between 9am – 10pm for vacation by 10.30pm and Saturday and Sunday 9am – 8pm for vacation by 9pm
- The Community Centre is not licenced to remain open beyond 11pm

## Alcohol

- The Community Centre is **NOT** licensed for the sale, supply or consumption of alcohol.

If you wish to sell alcohol during your event you must first seek permission from the community centre management committee, if granted, it is your responsibility to apply for a Temporary Event Notice (TEN) from BCP Council. (Please note you must apply for this at least 10 working days prior to the event and there is a charge). A COPY OF THE TEN MUST BE supplied TO THE BOOKING SECRETARY BEFORE THE EVENT.

- You must not sell alcohol to, or make it available to anyone under the age of 18.

## Music

- The Community Centre holds a PPL PRS Music License permitting the performance of live music and recorded music between 9am-10.30pm.
- When musical events are in progress the Hirer shall ensure the exit doors are closed to minimize annoyance to neighbouring residents.

## Film

- The Community Centre is **NOT** licenced to screen or show films.

## Sale of Goods

- The Hirer shall, if selling goods on the premises ensure compliance with the Fair-Trading Laws and any code of practice used in conjunction with such sales. In particular, the Hirer shall ensure that the total price of all goods is prominently displayed, as well as the organizer's name and address.

## Barbeques and External Caterers

- The intended use of barbeques and third party contractors such as external caterers must be noted on the booking form. It is the Hirer's responsibility to ensure necessary risk assessments are undertaken and acquire adequate insurance. The Centre's public liability does not cover the use of barbeques or any accidents or incidents relating to their use. Barbeques are strictly forbidden in the building and may not be used in the garden without prior Community Centre Management approval.

## Bouncy Castles

- The intended use of third party contractors such as bouncy castles and other inflatables etc must be noted on the booking form. It is the Hirer's responsibility to ensure necessary risk assessments are undertaken and acquire adequate insurance. The Centre's public liability does not cover the use of barbeques, bouncy castles or other inflatables or any accidents or incidents relating to their use.

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## Fireworks

- Bringing Fireworks into, or the ignition of Fireworks in the Community Centre or grounds, is expressly forbidden.

## Parking

- The Community Centre has a limited number of designated parking spaces, please ensure all vehicles are parked with respect. The Community Centre is not responsible for any damage or theft to property left in cars or parked in designated Community Centre parking bays.

## Cleaning and End of Hire

- After your event please ensure the floors are swept and all areas are left in a clean and tidy condition. Cleaning equipment is kept in **STORAGE ROOM 1**. Ensure any equipment is returned to where you found it. Toilets must be left clean.
- Please don't use Sellotape, pins or other methods that may damage the paintwork or fabric of the building. Decorations can be fixed with Blu-tac.
- Rubbish should be bagged and placed in dumpster located in garden near kitchen.
- General rubbish must be bagged and either placed in the general rubbish bin in the kitchen or in the dumpster. Anything that doesn't fit in this bin must be removed from the site by the Hirer at the end of the hire.
- Please ensure that at no time you leave the premises unattended, and at the end of your hire, all doors and windows must be locked and secure, the cooker and all appliances are switched off, the garden gates locked and the key returned via the Parish Clerk letter-box.
- Please be as quiet as possible to respect the neighbours when leaving the Community Centre especially if it is late at night.

## Cancellation

- If the booking is cancelled less than 14 days before the date of the event and Burton Community Centre Management Committee are unable to conclude a replacement booking, then Burton & Winkton Parish Council reserves the right to charge the full booking fee. Any deposit will be returned in full. Bookings cancelled 4 weeks before an event will incur a £20 charge.
- Burton & Winkton Parish Council reserve the right to cancel the hiring by giving notice to the Applicant in the event of
  - The premises being required for use as a Polling Station or an Extraordinary Council Meeting
  - By Burton & Winkton Parish Council considering that the hiring will lead to a breach of these terms and conditions
  - The premises becoming unfit for the use intended by the Applicant
  - In any such case the Applicant will be entitled to a refund of any deposit already paid, but Burton & Winkton Parish Council will not be liable to the Applicant for any resulting or indirect loss of damages whatsoever.

## Winter Weather

- Whilst the Committee will endeavour to provide safe access to the Community Centre, in the event of snowfall or icy conditions, it will only clear a pathway from the car park to the main entrance. No other area will be cleared and caution is

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advised to all centre users in adverse weather conditions. The Committee reserves the right to close the centre should conditions be deemed to be too hazardous.

## Complaints

- Any complaint regarding any arrangements connected with the hiring of the Community Centre should be made in writing to the **Parish Clerk**

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*The Burton Community Centre Hirers Agreement and conditions of hire is based on the model Hiring Agreement drawn up by Action with Communities in Rural England (ACRE) and approved by the Charities Commission) These standard conditions apply to all hiring of the Community Centre.*

## Standard conditions of hire

These standard conditions apply to all hiring of the Community Centre and a copy should be given to all Hirers. If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary should immediately be consulted.

### 1. 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, under this Agreement, relating to management and supervision of the premises are met.

### 2. 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 Booking Secretary, 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.

### 3. Use of premises

The Hirer shall not use the premises, including the car park, for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable 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.

### 4. Insurance and indemnity – *awaiting clarification from insurance broker*

(a) The Hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
- (ii) all claims, losses, damages and costs made against or incurred by the Community Centre management committee, their employees, volunteers, agents or invitees 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
- (iii) all claims, losses, damages and costs made against or incurred by the Community Centre management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and

subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Community Centre management committee and the Community Centre's employees, volunteers, agents and invitees against such liabilities.

- (b) The Community Centre shall take out adequate insurance to insure the liabilities described in sub-clauses(a)(i) above and may, in its discretion and in the case of non commercial Hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Community Centre shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Community Centre management committee and the Community Centre's

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employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

- (c) Where the Community Centre does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall 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 Community Centre Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Community Centre Secretary to rehire the premises to another Hirer.

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

## 5. Gaming, betting and lotteries

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

## 6. Music Copyright licensing

The Hirer shall ensure that the Community Centre holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the Hirer holds a licence.

## 7. Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film

## 8. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks should 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 the Community Centre management committee with a copy of their DBS check and Child Protection Policy on request.

## 9. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises 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. The Hirer shall also comply with the centre's health and safety policy. The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the management committee.

- (a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the centre.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box.

- (b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit
- That any fire doors are not wedged open.

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- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

## 10. 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. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

## 11. 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. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.

## 12. Health and hygiene

The Hirer shall, 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. The premises are provided with a refrigerator and thermometer.

## 13. Electrical appliance safety

The Hirer shall 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.

## 14. Stored equipment

The Community Centre 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.

The Community Centre may use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either 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.
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Community Centre management committee disposing 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.

## 15. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

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## 16. Accidents and dangerous occurrences

Any failure of equipment belonging to the Community Centre or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member of the Community Centre management committee as soon as possible and complete the relevant section in the Community Centre's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Community Centre Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

## 17. 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 the management committee. No decorations are to be put up near light fittings or heaters.

## 18. 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.

## 19. 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 the Community Centre. No animals whatsoever are to enter the kitchen at any time.

## 20. 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 the community centre's management committee 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.

## 21. 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 organizer's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

## 22. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Community Centre is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Community Centre. The Community Centre reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the Community Centre management committee 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
- (c) the premises becoming unfit for the use intended by the Hirer



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- (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 deposit already paid, but the Community Centre shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

**23. End of hire**

The Hirer shall be responsible for leaving the premises and surrounding area 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 Community Centre shall be at liberty to make an additional charge.

**24. 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 written approval of the Booking Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Community Centre remain in the premises at the end of the hiring. It will become the property of the Community Centre unless removed by the Hirer who must make good to the satisfaction of the Community Centre any damage caused to the premises by such removal.

**25. No rights**

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