

YEALMPTON COMMUNITY CENTRE AND PARISH ROOMS STANDARD CONDITIONS OF HIRE

When a booking is made for whole or part of the Community Centre and Parish Suite, the Hirer will receive a Hire Agreement. This confirms the cost and time of use for the booking and the agreement of the Hirer to observe the Conditions of Hire as hereby set out, together with any Special Conditions which may be stipulated.

1. Supervision

The Hirer will, during the period of the hiring, be responsible for the supervision of the premises, the fabric and the contents, their care and safety from damage, however slight. The Hirer is also responsible for the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking and the avoidance of obstruction of the highway or nuisance to local householders.

2. Sub-hire

The Hirer shall not sub-hire, use the premises or allow the premises to be used for any unlawful purposes or in any unlawful way nor do anything which may endanger the same or any insurance policies in respect thereof, nor allow the sale of alcoholic liquor thereon without a Temporary Event Notice (TEN).

3. Licenses

The Hirer shall be responsible for ensuring such licenses as may be required for the consumption of alcoholic liquor shall be sought. The timely acquisition of a Temporary Event Notice and fee will be the responsibility of the hirer. The Hirer shall be responsible for the display and observance of the same. A copy of the licence must be given to the Yealmpton Community Association, hereafter referred to as the "Association", prior to the event.

4. Compliance with Regulations

The Hirer shall comply with all the conditions and regulations made in respect of the premises by the Fire Authority and Licensing Authority or otherwise, in connection with any event which includes public dancing or music or other similar public entertainment or stage plays, or cinematography exhibitions.

5. Damage Waiver Deposit

On booking a £50 damage waiver deposit in the form of a cheque will be taken, which will be returned in full, if the premises and surrounds have been left in a clean and tidy condition with furniture replaced, rubbish removed and no damaged caused. The use of blue/white tack and sticky tape on painted walls is expressly forbidden. Failure to comply in any way, will result in non-return of the deposit which will be treated as a donation to Association funds. Non-compliance will be assessed by the key holder, whose decision will be final.

6. Indemnity

The Hirer shall indemnify the Association, for the cost of repair over and above the damage waiver deposit of any damage done to any part of the premises including the grounds thereof or the contents of the building which may occur during the period of the hiring as a result of the hiring.

7. Insurance

Commercial activities are not covered by the Association's insurers. Hirer's goods and equipment left on the premises are not covered by the Association's insurers. It will be the hirer's responsibility to ensure that adequate cover is arranged.

8. School Equipment

The Hirer is not to use any school or playgroup equipment stored in the Community Centre except by prior arrangement sought 14 days in advance through the Association's Secretary.

9. School Buildings, School Kitchen and Grounds

The buildings, kitchen and grounds which adjoin Yealmpton Primary School are out of bounds to hirers of the Community Centre, except by prior arrangement with the School or when on school business.

10. Overflow Car Park (Community Centre)

If the overflow car park is likely to be needed, permission for its use must be sought 14 days in advance through the Association's Secretary. See clause 1 regarding obstruction of the public highway and nuisance to local householders.

10. Hiring Times

Within the booking period, time should be allowed to set up/clear away. Premises must be vacated by midnight.

11. Payment/Cancellation of Hiring

The full hire fee is payable on booking. The booking fee will only be refunded in the event of the Community Association having to cancel the booking for any reason. The Association reserves the right to cancel any hiring in the event of the premises being required for use as a polling station for any Election or by-election, in which case the Hirer shall be entitled to a full refund.

12. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Association is unable to secure a replacement hiring, the Hirer will be responsible to the Association for the loss of income.

13. Securing of premises

The Hirer shall not leave the premises unattended and unlocked before the end of the hire period. If this condition is not fulfilled then the Hirer shall be liable for any loss or damage to the premises by intruders. Keys must be returned to the key holder within 30 minutes of the end of the hire period as agreed on the hire agreement.

14. Premises unfit

In the event of a Hirer rendering the Community Centre or Parish Suite unfit for use the Association shall not be liable for any resulting loss or damage whatsoever. The Association reserves the right to seek compensation.

15. Sale of Goods

The Hirer, if selling goods on the Association's premises, must comply with the Fair Trading Laws and any local code of practice issued in connection with such sales. In particular, the Hirer shall ensure that the total prices of goods and services are prominently displayed, as shall be the organiser's name and address, and that discounts offered are based only on the Manufacturer's Recommended Retail Prices.

16. Tables/Chairs/ Equipment

The hirer is responsible for the setting out of tables, chairs and equipment and for stacking them away at the end of the hire (see plan). If there are any special requirements under the Disabilities Act, please contact the Association Secretary 14 days in advance of the booking.

17. Smoking

No smoking is permitted within the Association's premises by law or in the adjoining grounds. This rule must be strictly observed.

18. Animals

No animals are allowed on the premises or grounds except properly trained guide dogs in the company of the person to whom the dog has been assigned.

19. Liability

The Association will not be liable for hurt or injuries to a person or damage to personal property.

20. Failure to comply

In the event of the Conditions of Hire not being complied with in their entirety the Community Association is likely to be unwilling to accept a further hiring from the organisation concerned.