



# FOUNDRY STREET COMMUNITY CENTRE

## TERMS & CONDITIONS OF HIRE

These terms and conditions apply to all hiring of the Foundry Street Community Centre's premises. If the Hirer is in any doubt as to the meaning of any of the following, your main contact at Foundry Street Community Centre should immediately be consulted.

### Definitions

<b>Foundry Street Community Centre</b>	Foundry Street Community Centre Charitable Incorporated Organisation or a person specifically authorised to act on its behalf. Referred to from this point forward as FSCC.
<b>Hirer</b>	Any individual, group or club who, upon completing a hire agreement, uses the facilities, comprising the said FSCC.
<b>User</b>	Any person using FSCC whether as a participant in an activity, or as a spectator.
<b>Premises</b>	The whole or any part of the facility, or facilities, or areas, including any associated land or car parking.
<b>Hire charges</b>	The sum fixed from time to time as the amount to be paid by the hirer for the use of the said facilities per hour. FSCC reserves the right to increase all hire charges and shall provide a minimum of one month's notification to the hirer prior to any increase. The hirer shall be liable to pay the increased hire charge for any subsequent hiring.
<b>In writing</b>	In the form of a document, printed or written on paper, or communicated by email.
<b>Formal Group</b>	A registered organisation or community group with specific policies and guidelines, which may be affiliated to a parent organisation.

### 1. Hirer's responsibilities

- 1.1 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.
- 1.2 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;
  - 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 or adjoining land.
- 1.3 The Hirer shall 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.
- 1.4 The Hirer shall not allow the consumption of alcohol on the premises without written permission.
- 1.5 As directed by FSCC, 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. Payment

- 2.1 All single occasion bookings must be paid for at the time of booking, or at least 7 days before the hire takes place.
- 2.2 Fixed term bookings, where the fixed term is 4 weeks or less, must be paid for in full at the time of booking, or at least 7 days before the first hire takes place.
- 2.3 Fixed term bookings, where the fixed term is more than 4 weeks, must be paid for either:
  - (a) In full at the time of booking, or at least 7 days before the first hire takes place.
  - (b) In 4 week blocks at least 7 days before the first hire of the block takes place.
- 2.4 Long term bookings must be paid for in advance at regular intervals, minimum monthly, at least 7 days before the first hire of the month.
- 2.5 Preferred methods of payment are direct debit or bank transfer. Payment will also be accepted by debit card, credit card or cash (maximum £100).

## 3. Cancellation

- 3.1 Any single occasion or fixed term hire of the facility must be cancelled in writing a minimum of 14 days in advance not to incur charges.
- 3.2 In the event of the hirer cancelling less than 14 days in advance, or failing to take up any single occasion or fixed term booked period of hire, the charges payable shall remain due. If the booking is relet, then FSCC may return up to 100% of the charge for such a period to the hirer, at FSCC's discretion.
- 3.3 Any agreement for long term hire of the facility must be cancelled in writing a minimum of 28 days in advance not to incur charges.

In the event of the hirer cancelling their agreement less than 28 days in advance, the charges payable shall remain due for 28 days hire from the date of cancellation. If the booking is relet, then FSCC may return up to 100% of the charge for such a period to the hirer, at FSCC's discretion.
- 3.4 If the Hirer cancels an individual session of a long term booking, due to illness, adverse weather or other circumstances, the normal hire charge will have been paid in advance. FSCC may refund or roll over the payment, at FSCC's discretion.
- 3.5 FSCC reserves the right to refuse any booking application, or to cancel or terminate any booking for any reason whatsoever. All monies paid in respect of bookings cancelled in accordance with this condition will be refunded, provided that the hirer has complied with the conditions governing the general use of FSCC.
- 3.6 FSCC may cancel your booking at any time with immediate effect due to any circumstances or events outside our reasonable control which prevent, delay or substantially affect our ability to fulfil our responsibilities under your booking. This may include any breakdown of machinery, failure of energy supplier, leakage of water, fire, earthquake, severe adverse weather conditions, government restriction, or any other circumstance or event outside our reasonable control which may cause FSCC to become temporarily closed or for your event to be interrupted or cancelled.
- 3.7 FSCC reserves the right to cancel your booking by notice in writing to the Hirer in the event of:
  - the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
  - FSCC reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements;

- FSCC reasonably considering that unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- the premises becoming unfit for the use intended by the Hirer;
- 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.

3.8 FSCC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever. FSCC will use its best endeavours to ensure that reasonable notification of the cancellation is given to the Hirer.

## 4. Conditions of Use

4.1 FSCC has assessed the use of the various areas within the Centre for safe use, evacuation and egress. The numbers stated below are maximum and include any helpers, actors/presenters, etc. They are not to be exceeded at any time.

Main Hall - maximum of 100 people  
 Leslie Godfrey Lounge - maximum of 40 people  
 Eric Taylor Lounge - Maximum of 20 people  
 Kitchen area Maximum of 6 people  
 Basement - Maximum of 30 people

The Hirer should set reasonable maximum numbers below these figures, depending on the nature of the activity, to ensure that the activity is conducted safely.

- 4.2 The Hirer may access the room from 10 minutes before the start time as stated at time of booking. FSCC reserves the right to charge for any late arrival and leaving of the premises after the finishing time as stated on the agreement. 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 FSCC shall be at liberty to make an additional charge. Users are expected to vacate the premises within fifteen minutes of the end of the hired period. Failure to comply could incur additional charges.
- 4.3 Once you have finished with your room it is your responsibility to clean up and leave the room as you found it. Cleaners are contracted to clean FSCC on a regular basis, but we would appreciate your help in trying to keep FSCC looking the best it can at all times. When you have cleaned up after your session, please remove all rubbish, taking it with you. Black bin liners are available from the Janitor's cupboard for you to use to put your rubbish in.
- 4.4 When locking up the premises at the end of your hire period, there is a procedure to follow, which is contained in your Hirer's Handbook. A laminated copy of this is situated outside the office in reception, which should be followed at all times. Please check the timetable on the notice board in reception as to when the next session is for your room, as this may mean a simple handover to them.
- 4.5 The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.
- 4.6 The Hirer shall ensure that in order to avoid disturbing neighbours and to 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 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. No illegal drugs may be brought onto the premises.
- 4.7 The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

## 5. Facilities and Equipment

- 5.1 The use of the FSCC free Wi-Fi available at the Centre can be used to connect to the internet. Caution must be taken as this is an open and unsecured connection.
- 5.2 There is a water cooler in the Hall entrance that is free to use. Spare bottles are available.
- 5.3 FSCC own a pool table and 2 table tennis tables, which may be available for use when you hire a room from the Centre. If you wish to make use of these facilities this must be raised with your contact at the time of hiring.
- 5.4 Stacking chairs and trestle tables are available on each floor, for setting out the rooms for lectures, etc. If you need any more you should contact your FSCC Contact.
- 5.5 The hirer must not remove any of the FSCC equipment from the room they find it in, without written permission from their FSCC Contact.
- 5.6 Only equipment that has been agreed with FSCC can be left on site after the hire period. FSCC accepts no responsibility for any stored equipment or other property brought onto 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 may be charged for storage each day or part of a day at the hire fee per hiring until the same is removed. in any of the following circumstances:  
  
If the Hirer either fails to pay any charges in respect of stored equipment due, or to remove the same within 7 days, FSCC may use its discretion to 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.
- 5.7 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 FSCC.

## 6. Safeguarding, Equality & Diversity, Data Protection and Health & Safety

- 6.1 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 subsequent legislation and that only fit and proper persons who have obtained Disclosures from the DBS 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 FSCC with confirmation of their DBS Check and a copy of their Safeguarding Policy on request.
- 6.2 In line with NSPCC guidance, FSCC recommends having at least two adults present when working with or supervising children and young people, and recommends the following adult to child ratios as the minimum numbers to help keep children safe:
  - 0 - 2 years - one adult to three children
  - 2 - 3 years - one adult to four children
  - 4 - 8 years - one adult to six children
  - 9 - 12 years - one adult to eight children
  - 13 - 18 years - one adult to ten childrenDepending on the needs and abilities of the children, and the nature of the activity, you may need to have more adults than the minimum.
- 6.3 If young people are helping to supervise younger children only people aged 18 or over should be included as adults when calculating adult to child ratios.
- 6.4 All Formal Groups must have a risk assessment, a safeguarding policy and appropriate insurance for their activity. Additionally FSCC may request equality and diversity, data protection, health and safety,

and any other policies and procedures, which are relevant to the activity, to be made available for FSCC to audit. The policies may be those of a parent organisation, which they agree to adhere to, and should comply with the policies of FSCC.

- 6.5 If a group is providing instruction in sport, or certain other activities, proof of qualification to do so should be provided.
- 6.6 All other groups must agree to comply with the safeguarding, equality and diversity, data protection, health and safety, and any other relevant policies and procedures of FSCC, which will be available on request, or may be viewed on the website. If the group does not have its own risk assessment, FSCC will conduct a risk assessment for any proposed activity.

## 7. Fire Safety

7.1 The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire, including calling the Fire Service and evacuating the hall.
- 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.

7.2 The Centre is a No Smoking building throughout.

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

7.4 The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the FSCC.

7.5 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 and any subsequent legislation. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety. On no circumstances are multi-plug sockets to be used.

7.6 The Hirer shall ensure that:

- Highly flammable substances are not brought into, or used in any part of, the premises and that;
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of FSCC. No decorations are to be put up near light fittings or heaters.
- No unauthorised heating appliances shall be used on the premises when open to the public without the consent of FSCC. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used under any circumstances.

## 8. Licences

8.1 FSCC holds a PPL Music Licence which permits the use of copyright music in any form, for a range of entertainments or functions at which sound recordings are played in public. This includes:

- as background music at the community building
- in variety shows, talent contests and pantomimes
- during social events with dancing
- as part of music quizzes
- during aerobic, keep fit and exercise classes
- during bingo sessions, bazaars and exhibitions

- 8.2 FSCC's PPL Music Licences does not cover third party hire to commercial organisations and individuals earning an income from providing the activity such as aerobics classes, practice and social dance classes, or any event where the profit does not go entirely to FSCC. The Hirer is responsible for holding the relevant PPL licence for any such activities. FSCC may ask to see the Hirer's licence.
- 8.3 If any other licences are required in respect of any activity in the premises, the Hirer should ensure that they hold the relevant licence or that FSCC holds it.
- 8.4 FSCC holds a current TV licence for the watching of live or recorded programmes that are listed in i-player and similar broadcasters on the premises.

## 9. Use of the Kitchen and Hygiene

- 9.1 Within the standard hire agreement, use of the kitchen is included for making hot drinks, etc. FSCC do not provide the ingredients within the terms of the hire. You may use your own tea, coffee etc to make drinks, or make a donation in the box provided.
- 9.2 The hot water heater is available for your use, for making hot drinks, etc. Please switch this off before you leave.
- 9.3 If the kitchen is required for preparing cooked food, or the equipment within the kitchen is required you should negotiate this arrangement with your FSCC contact at the time of the hire.
- 9.4 Children are not permitted to use the kitchen appliances, unless prior permission has been obtained in writing.
- 9.5 The dish washer is available to use, but must have finished its wash cycle prior to you leaving. Please ensure this is switched off and emptied before you leave the premises.
- 9.6 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 Safety (Temperature Control) Regulations 1995. The premises are provided with a refrigerator. Certificates of food hygiene rating and Level 2 award in Food safety in catering certificates where applicable must be made available to FSCC when signing the Hire Agreement.
- 9.7 Any spillages, etc on floors throughout the Centre must be cleaned up immediately. Cleaning equipment is available from the Janitor's cupboard, next to the Ladies toilet in reception.

## 10. Insurance and indemnity

- 10.1 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 FSCC, its 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;
  - (iii) all claims, losses, damages and costs made against or incurred by FSCC, its 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. Subject to sub-clause 10.2, the Hirer shall indemnify and keep indemnified accordingly FSCC, its employees, volunteers, agents and invitees against such liabilities.
- 10.2 FSCC shall take out adequate insurance to insure the liabilities described in sub-clause 10.1 (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in

sub-clauses 10.1 (ii) and (iii) above. FSCC shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the FSCC and its employees, volunteers, agents and invitees, against any insurance excess incurred, and the difference between the amount of the liability and the monies received under the insurance policy.

10.3 Where FSCC does not insure the liabilities described in sub-clauses 10.1 (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 FSCC's authorised representative. Failure to produce such policy and evidence of cover will render the hiring void and enable FSCC to rehire the premises to another hirer.

10.4 FSCC is insured against any claims arising out of its own negligence.

## 11. Faults, Accidents and dangerous occurrences

11.1 FSCC operates a fault reporting system, so any issues can be dealt with as soon as possible. If you find a fault or problem, please fill in a Fault Report sheet, blank forms can be found outside the office in reception. Post the completed form into the office mail box. This will be picked up and acted upon within 3 days.

11.2 The Hirer must report all accidents involving any injury to the public to FSCC as soon as possible, and complete an accident report in FSCC's accident book. Any failure of equipment belonging to FSCC or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported, in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). FSCC will give assistance in making this report.

11.3 FSCC provides a basic First Aid box, which is situated in the Kitchen area and is for your use. However, anything used from the First Aid box must be recorded on the Usage Sheet inside the box, which should be posted in the Office postbox, so that FSCC can ensure that the First Aid box remains stocked.

## 12. Miscellaneous

12.1 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.

12.2 No animals, other than assistance dogs, are permitted to enter the premises, other than for a special event previously agreed to by FSCC. No animals whatsoever are to enter the kitchen at any time. The Hirer shall ensure that any dogs, including assistance dogs, that are brought into the premises, are kept on leads and under control at all times.

12.3 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 FSCC Trustees 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.

12.4 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.

12.5 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.

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

12.7 The use of the FSCC logo is restricted by copyright and may not be used by any other individuals or organisations without formal permission from us. The logo may only be used for non-commercial purposes. To seek permission to use our logo please e-mail [foundrystreetcc@gmail.com](mailto:foundrystreetcc@gmail.com)