

# EAST DULWICH COMMUNITY CENTRE ASSOCIATION

## STANDARD CONDITIONS OF HIRE September 15

- 1) These standard conditions apply to all hiring of the Association's premises. If the Hirer is in any doubt as to the meaning of the following, the bookings officer or other relevant person should be consulted.
- 2) The East Dulwich Community Centre '**User Guide**' is an integral part of the Standard Conditions of Hire and provides details of all arrangements for safety and licensing. A copy is available to all users of the Centre, throughout the period of Hire. This may be updated from time to time.
- 3) **The Premises:** For the purposes of this document, "the Premises" is the East Dulwich Community Centre building, together with the areas within the boundary fences to the front and rear of the building.
- 4) **Responsibility:** The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of the Premises during the period of Hire and will ensure that they or their Authorised Representative(s) will be on the Premises at all times when the public are present and that all conditions, under this Agreement, relating to management and supervision of the Premises are met.
- 5) **Supervision:** The Hirer shall, during the period of Hiring, be responsible for:
  - a) The supervision of the Premises, the Fabric and the Contents ("the hired");
  - b) The care of the hired and their safety from damage, however slight, or change of any sort;
  - c) 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.
- 6) **Use of Premises:** 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.
- 7) **Children and vulnerable adults:** The Hirer shall ensure that any activities for children comply with the provisions of the Children Act 1989 and subsequent legislation, and that only fit and proper persons, who have passed Disclosure and Barring Service (DBS) checks where required, have access to the children and vulnerable adults.
- 8) **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.
- 9) **Supply of Alcohol and Regulated Entertainment:** The Association does not hold a **Premises License**. Where the purpose of hire includes the sale or supply of alcohol and/or Regulated Entertainment, as defined in current licensing legislation, the Hirer will ensure compliance with that legislation. In particular, the Hirer shall ensure that:
  - a) any required License or Permit is in place. The Hirer shall, after first receiving permission in writing from the Association, give a **Temporary Event Notice ("TEN")** to the licensing authorities.
  - b) during the period of hire, no activities occur on the Premises in contravention of the TEN.
- 10) **Drunk and Disorderly Behaviour:** 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. 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.
- 11) **Illegal Drugs:** No illegal drugs may be brought onto the Premises.
- 12) **Public Safety Compliance:** The Hirer shall read and comply with all safety instructions provided in the Premises User Manual, in particular the "Safe Systems" for fire and electricity. Before opening the Premises' doors to the attendees the Hirer shall ensure that:
  - a) all fire exits are in good working order and routes are free from obstructions.
  - b) there are no obvious fire hazards, or tripping or slipping hazards
- 13) **Accidents and Dangerous Occurrences:** The Hirer must comply with laws relating to reporting of Incidents. Current requirements are outlined in the Premises **User Guide**.

14) **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, meat and seafoods on the Premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The Premises are provided with a refrigerator and thermometer. Food may only be stored on the Premises with the permission of the Management. See **Special Conditions of Hire**.

15) **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 current legislation. A check list for electrical safety is provided in the Premises **User Guide**. If any fault occurs in any electrical appliance during the period of hire it must be withdrawn from use. Any failure of equipment belonging to the Association must also be reported as soon as possible.

16) **Noise:** The Hirer shall comply with the Local Authority's noise limiting requirements:  
(a) amplified sound must be contained within the building, sound amplifiers shall be connected only to the sockets located in each hall, which are controlled by a noise limiting device.  
(b) the Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

17) **Explosives and Flammable substances:** The Hirer shall ensure that no highly flammable substances, including paints, adhesives, solvents and party decorations are brought into in any part of the building.

18) **Heating and Barbecues:** The Hirer shall ensure that no unauthorised heating or cooking appliances are used in the Premises. No form of Barbecue or other portable cooking appliance will be authorised, except where the Hirer has submitted an **Operating Schedule**, based on a Risk Assessment for the Activity, to ensure protection of all persons and the Premises. See **Special Conditions of Hire**.

19) **Animals:** The Hirer shall ensure that no animals except guide dogs are brought into the Premises. No animals whatsoever are to enter the kitchen at any time.

20) **Sale of Goods:** The Hirer shall, if selling goods on the Premises, comply with trading laws and any code of practice used in connection with such sales.

21) **Playing or Performance of Copyright Material:** The Association holds no relevant licence. Where the purpose of hire includes the live performance, or the playing of recordings, of any copyright material, whether music, plays, dance or film, when members of the public are present, the Hirer shall ensure that:

- a) all required Licenses or Permits are in place.
- b) during the period of hire, no activities occur on the Premises in contravention of that license or permit.

22) **Film Shows:** The Hirer shall ensure that children are restricted from viewing films in accordance with British Board of Film Classifications.

23) **Dangerous and unsuitable performances:** Performances involving danger to the public or of a sexually explicit nature shall not be given.

24) **Stored or other Equipment:**

(1) The Association accepts no responsibility for any stored equipment or other property brought into the Premises and all liability for loss or damage is hereby excluded.

(2) All equipment and other property (other than that stored by agreement, under **Special Conditions of Hire**) must be removed at the end of each period of hire, or fees will be charged at the daily or hourly rate of hire until the same is removed.

(3) If the Hirer fails either to:

- a) pay any charges in respect of stored equipment due and payable or remove the same within 7 days after the agreed storage period has ended; or
- b) remove any property brought on to the Premises for the purpose of the Hiring,

the Association may, at its absolute discretion, dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and may also charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

25) **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 Authorised Representative. See **Special Conditions of Hire**. The Hirer must remove all such articles at the end of the hiring unless otherwise agreed with the Association. Any

unauthorised articles left on the Premises will, without prejudice to clause 24 above, be disposed of by the Association as it thinks fit. The Hirer will make good to the satisfaction of the Association any damage caused by such installation and removal.

26) **Fly Posting:** The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertising for any event taking place at the Premises. Failure to observe this condition may lead to prosecution by the Local Authority.

27) **Rubbish disposal and recycling.** The Hirer shall be responsible for putting all rubbish produced as a result of the Hire in the appropriate bins in front of the building. Recycling instructions are in the User Guide. The Hirer may be charged for failure to follow the instructions in the User Guide.

28) **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 Association shall be at liberty to make an additional charge

29) **Insurance and Indemnity: See separate discussion doc.**

30) **Cancellation:** The Hirer may cancel the hiring in writing up to 4 weeks before the event. The Association reserves the right to cancel the 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 election  
b) an emergency requiring the use of the Premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.  
c) the Association reasonably considering that  
(i) such hiring will lead to a breach of these Conditions, licensing conditions, if applicable, or other legal or statutory requirements;  
(ii) unlawful or unsuitable activities will take place at the Premises as a result of this hiring.  
(iii) the premises are unsuitable for the use intended by the Hirer;

In any case of cancellation:

- b) the Association shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever;
- c) if the Cancellation is within 4 weeks of the event, the question of the payment or repayment of the fee shall be at the discretion of the Association;
- d) the Hirer is responsible for notifying all persons due to attend the Premises for the purposes of the Hire

31) **No Rights:** The Hiring Agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the Hirer.

I have read and understood and I agree to the standard conditions of Hire for the East Dulwich Community Centre.

Name..... Signed..... Date.....

Question: The Hiring Agreement states that it includes the Conditions, User Guide etc. Does this Hirer therefore need to separately sign the Conditions?