

BOOKHAM YOUTH AND COMMUNITY CENTRE - STANDARD CONDITIONS OF HIRE

If the Hirer is in any doubt as to the meaning of the following, the Booking Officer should immediately be consulted. For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, their authorised representative.

1. Supervision

THE HIRER will, 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.

2. 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-hire 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

3. Licences.

For any licensable activity permission must be sought from the BYCA in advance and the hirer shall then ensure that an appropriate licence (e.g. TEN) is applied for and shown to the booking officer or other member of the BYCA.

4. Alcohol, Gaming, Betting and Lotteries

The sale of alcohol and gambling activities are not permitted other than by exceptional agreement with the BYCA. Should an exceptional agreement be made, please refer to point 3 regarding licensable activity.

5. Public Safety Compliance

THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

6. Health and Hygiene

THE HIRER shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

7. Electrical Appliance Safety

THE HIRER shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner only by persons qualified to do so.

8. Security

Keys retained by THE HIRER shall not be copied under any circumstances. Requests for additional keys should be made to the booking officer. There may be a charge for additional keys.

9. Indemnity

THE HIRER shall indemnify the committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

THE HIRER shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Centre. (The BYCA is insured against any claims arising out of its own negligence). Private individuals may purchase cover from BYCA Indemnity cover at an additional cost of 10% of the hire fee

10. Accidents and Dangerous Occurrences

THE HIRER must record all accidents involving injury to the public. Accident report forms and procedures are kept in the Incident Log folder. Any failure of equipment either that belonging to the centre or brought in by the hirer must be recorded in the said Incident Log, which is kept in the centre.

Accidents causing major injury must be reported on a special form to the local authority. The centre Bookings Officer will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

11. Animals

THE HIRER shall ensure that no animals (including birds) except guide dogs are brought into the centre, other than for a special event agreed to by BYCA. And no animals whatsoever are to enter the kitchen at any time.

12. Children and Young People

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 that only fit and proper persons have access to the children. Where relevant, the HIRER is required to operate a recognised Child Protection Policy based on the Home Office Code of Practice 'Safe from Harm'

13. 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 Centre, and shall indemnify BYCA accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

14. Sale of Goods

THE HIRER shall, if selling goods on the premises, comply with any relevant legislation and codes 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.

15. Cancellation by Hirer

For events cancelled within 28 days of the booking date there will be no return of the deposit paid in respect of the booking. Regular hirers are requested to give a notice period of four weeks.

16. Cancellation by BYCA

BYCA reserves the right to cancel this hiring in the event of the Centre being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case the Hirer shall be entitled to a refund of any deposit already paid.

17. Unfit for Use

In the event of the Centre or any part thereof being rendered unfit for the use for which it has been hired the committee shall not be liable to the hirer for any resulting loss or damage whatsoever.

18. Refusal of Booking

BYCA reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the hirer. THE HIRER shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the hirer. BYCA shall not be liable to make any further payment to the hirer.

19. 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 committee shall be at liberty to make an additional charge. The HIRER shall remove all rubbish, bottles and the like resulting from the hiring. Failure to do so may result in a surcharge. Unsold items from sales are not to be stored in the centre without prior permission from the BYCA.

20. Noise

THE HIRER shall ensure that the minimum of noise is made on arrival and departure.

21. Parking

The Hard Court at the rear of the centre may be used for car parking by prior arrangement. Parking on the premises is at the owner's risk. The HIRER is reminded that access to residences, the Scout Centre and garages must not be blocked in any way. The Doctor's surgery parking at the rear of the centre is for use by patients only during surgery hours. The Anchor car park is for use by patrons only and the bus stop lay-by carries yellow line restrictions. The HIRER should ensure that all car users are made aware of these restrictions.

22. Use of Sellotape, BluTac etc. on Walls

The HIRER shall not affix anything to the painted walls without prior permission of the Booking Officer or other member of the BYCA.

23. Period of Hire

The Hirer is reminded that the period of hire is as per agreement form and access to the centre is not permitted beyond the start and finish times specified, including for the purpose of setting or clearing up, except by agreement with the Booking Officer.