

BOOKHAM YOUTH AND COMMUNITY CENTRE - STANDARD CONDITIONS OF HIRE

If THE HIRER is in any doubt as to the meaning of any of the following, THE HIRER should immediately consult the BYCA Booking Officer. For the purposes of these conditions, THE HIRER shall mean an individual or, where THE HIRER is an organisation, its authorised representative; the pronouns 'they, them and their' are used below.

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 how ever 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 policy in respect thereof

All persons using the sports hall must wear non-marking footwear. Skateboards, roller skates and roller blades are not permitted indoors. Smoking is not permitted.

3. **Disclaimer.** BYCA accepts no liability for any loss, damage or injury caused by incorrect or inappropriate use of its facilities and equipment.

4. **Consideration for Neighbours.** THE HIRER shall ensure that users show due consideration for neighbours and in particular that excessive noise is avoided when using the outdoor areas, and on arrival and departure. The use of foul language may result in the immediate cancellation of all future bookings made by THE HIRER.

5. **Licences.** For any licensable activity permission must be sought from the BYCA in advance and THE HIRER must obtain an appropriate licence (e.g. TEN) and show it to the Booking Officer before the booking date.

6. **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 Paragraph 3 regarding licensable activity.

7. **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.

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

9. **Equipment Safety.** THE HIRER shall ensure that any equipment, including electrical appliances, brought by them 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. BYCA accepts no liability for any loss, injury or damage caused by such equipment.

10. **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.

11. **Indemnity.** THE HIRER shall indemnify the BYCA for the cost of repair of any damage to any part of the property including the curtilage thereof or the contents of the buildings which occurs as a result of the hiring.

THE HIRER shall be responsible for insuring against any third party claims against them whilst using the Centre. (The BYCA is insured only against claims arising out of its own negligence.) Private individuals may purchase Indemnity insurance from BYCA at an additional cost. Please note that Bouncy Castles are specifically excluded from BYCA's insurance cover.

12. **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, kept in the kitchen. THE HIRER must record any failure of equipment either belonging to the Centre or brought in by them in the Incident Log. Accidents causing major injury must be reported on a special form to the Local Authority in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995; the Bookings Officer will give assistance in completing this form.

13. **Animals.** THE HIRER shall ensure that no animals (including birds) except Assistance Dogs are brought into the centre, other than for a special event agreed to by BYCA. No animals whatsoever may enter the kitchen at any time.

14. **Children, Young People and Vulnerable Adults.** THE HIRER shall comply with The Children Acts of 1989 & 2004 and the Safeguarding Vulnerable Groups Act, 2006, and ensure that only fit and proper persons have access to children and vulnerable adults. Where relevant, THE HIRER is required to operate a recognised Child Protection Policy based on the Home Office Code of Practice 'Safe from Harm'

15. **Fly Posting.** THE HIRER shall not carry out or permit fly posting or any other form of unauthorised advertisement for any event taking place at the Centre, and shall indemnify BYCA accordingly against any action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may also lead to prosecution by the Local Authority.

16. **Sale of Goods.** THE HIRER shall, if selling goods on the premises, comply with any relevant legislation and codes of practice in connection with such sales. In particular, THE HIRER shall ensure that the total prices of all goods and services are prominently displayed, together with the organiser's name and address, and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

17. **Cancellation by Hirer.** Hirings must be cancelled in writing. For cancellations within 28 days of the booking date there will be no return of the deposit paid in respect of the booking. A regular HIRER is requested to give a minimum of four weeks' notice.

18. **Cancellation by BYCA.** BYCA reserves the right to cancel a booking on giving seven days' notice. 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.

BYCA also reserves the right to cancel a booking if the Centre is 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 paid. BYCA shall not be liable to make any further payment to THE HIRER.

19. **Unfit for Use.** If the Centre or any part thereof is or becomes unfit by whatever reason for the use for which it has been hired, BYCA shall not be liable to THE HIRER for any resulting loss or damage whatsoever.

20. **Refusal of Booking.** BYCA reserves the right to refuse a booking without notice.

21. **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 BYCA may 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.

22. **Parking.** The hard court at the rear of the Centre may be used for vehicle parking by prior arrangement and at the vehicle owner's risk. THE HIRER is reminded that access to residences, the Scout Centre and garages must not be impeded in any way.

THE HIRER should ensure that vehicle users are made aware that parking at the Doctor's surgery at the rear of the centre is for use during surgery hours only by patients, the Anchor car park is for use only by patrons and the bus stop lay-by carries yellow line restrictions.

23. **Use of Sellotape, BluTac etc.** THE HIRER shall not affix anything to the painted walls without prior permission from the BYCA.

24. **Period of Hire.** The period of hire is as per the Agreement Form and access to the Centre is not permitted beyond the specified start and finish times, including for the purpose of setting or clearing up, except by agreement with the Booking Officer.