

KELSALL COMMUNITY CENTRE
RULES AND STANDARD CONDITIONS OF HIRE
(Amended July 2006)

1. THE HIRER will, during the period of hiring be present and responsible for:-
 - a. the supervision and care of the premises, its fabric and contents and shall make good any damage sustained.
 - b. the behaviour of all persons using the premises, in whatever capacity, and in particular ensuring the noise levels do not inconvenience neighbours.
 - c. the supervision of the car parking arrangements so as not to obstruct the highway.
 - d. any electrical appliances brought onto the premises for use, being in good working order and used in a safe manner.
 - e. leaving the premises and surrounds in a clean and tidy condition, all heating lighting and appliances turned off, all fire doors properly closed, external doors properly locked and secured, unless otherwise agreed, and any contents temporarily removed from their usual position replaced, otherwise an additional charge may be made.
 - f. all litter and rubbish being removed from the premises and taken away for disposal.
 - g. the return of the key or keys to the Booking Secretary within 24 hours of the hiring unless otherwise agreed.

2. 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 that may endanger the same or render invalid any insurance policies in respect thereof.

3. Where THE HIRER wishes to sell alcohol on the premises the consent of the Committee must first be obtained. THE HIRER shall be responsible for ensuring that a proper License is obtained from the Licensing Authority for the sale of alcohol on the premises and that a copy of the License is given to the Booking Secretary. THE HIRER shall be responsible for displaying the License in a prominent position within the premises and for complying with the conditions of the Licensing Act 2003 in respect of a Temporary Events Notice (T.E.N.)
PLEASE NOTE the inclusion of alcohol in the price of any ticket constitutes a sale under the Act.

4. THE HIRER shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to the Gaming and Lotteries and Amusements Acts.

5. THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Police Authority and the Local Magistrates Court or otherwise in connection with any event that includes the sale of alcohol, public dancing or music or similar entertainment of stage plays or the performance of film and with any License granted by the Performing Rights Society or similar body.

6. THE HIRER shall, if preparing food, observe all relevant food health and hygiene legislation and regulations.
7. THE HIRER shall ensure that any activities for children under the age of eight years comply with the Children Acts and that only fit and proper persons have access to children.
8. THE HIRER shall indemnify the Committee against any loss, costs, damages or expenses incurred by the Committee as a result of the hiring of the premise to THE HIRER.
9. The Committee reserves the right, at its discretion to require THE HIRER to pay in advance a non returnable deposit of £20.00.
10. If THE HIRER wishes to cancel a booking before the date of the event and the Committee is unable to re- hire the premises the question of repayment of the fee shall be at the discretion of the Committee.
11. The Committee reserves the right to cancel any hiring if the Community Centre is required for use as a Polling Station for a Parliamentary or Local Election, bye election or as an emergency shelter in which case THE HIRER shall be entitled to a refund of any deposit paid.
12. In the event of the Community Centre or any part thereof being rendered unfit for use for which it has been hired the Committee shall not be liable to THE HIRER for any resulting loss or damage whatsoever.
13. A Right of Entry is reserved at all times to a Police Officer in uniform, an Officer of the Committee or an Officer of the Local Authority and any such Officer may terminate any hiring and close the Community Centre at any time at his or her absolute discretion.
14. THE HIRER acknowledges that a NO SMOKING policy applies to the whole of the building.
15. THE HIRER shall not use or allow to be used hard balls or other instruments that may damage the décor of the building or any furnishings therein.
16. THE HIRER will not affix to the walls, woodwork or furniture by pinning, stapling or using any adhesive material or substance that may leave residual marks or otherwise cause damage or injury.
17. It is the responsibility of THE HIRERS to cooperate with each other and to ensure that their particular hiring finishes at the stated time.

July 2006