

# KELSALL COMMUNITY CENTRE

## RULES AND STANDARD CONDITIONS OF HIRE

1. THE HIRER shall be responsible, during the period of hire, for the supervision and care of the premises, its fabric and contents and shall make good any damage sustained. This includes, but is not limited to, ensuring that there is
  - no use of hard balls or other instruments that may damage the décor of the building or any furnishings
  - no fixing 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.
2. At the end of the hire period, THE HIRER shall be responsible for ensuring that all heating, lighting, taps, extraction fans and other appliances be turned off, all fire doors properly closed, external doors and windows properly locked and secured, and any contents temporarily removed from their usual position replaced.
3. THE HIRER shall be responsible for ensuring that the premises and surrounds are left in a clean and tidy condition, and all litter and rubbish removed from the premises.
4. THE HIRER shall only disclose the code for the door to personnel in charge during the period of hire.
5. THE HIRER shall ensure that all electrical appliances brought onto the premises for use are in good working order and used in a safe manner.
6. THE HIRER acknowledges that a NO SMOKING policy applies to the whole of the building.
7. THE HIRER shall ensure that the Fire Procedures for the Centre are understood by everyone in charge during the period of hire, and will be followed in the event of an emergency.
8. THE HIRER is responsible for the behaviour of persons using the premises during the period of hire, in particular ensuring that noise levels do not inconvenience neighbours, and that parking does not obstruct the highway.
9. THE HIRER shall, when preparing food, comply with all relevant food health and hygiene legislation and regulations.
10. THE HIRER shall ensure that any activities for children and vulnerable users comply with current child welfare legislation.
11. It is the responsibility of THE HIRERS to cooperate with each other and to ensure that their particular hiring finishes at the stated time.
12. 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.
13. 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 premises to THE HIRER.
14. 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 Licence is obtained from the Licensing Authority for the sale of alcohol on the premises and that a copy of the Licence is given to the Booking Secretary. THE HIRER shall be responsible for displaying the Licence 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.

15. 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.
16. 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 Licence granted by the Performing Rights Society or similar body.
17. THE HIRER shall comply with and be ultimately responsible for all their participants following latest Government Guidance relating to use of the facility in times of, *inter alia*, CoVid 19 mitigation and control.
18. 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.
19. 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, as an emergency shelter, or other essential use in which case THE HIRER shall be entitled to a refund of any deposit paid.
20. 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.
21. Where the HIRER wishes to play recorded music on the premises they are required to have a PPL License, except for music not controlled by PPL e.g. recordings out of copyright or downloaded from free or open websites. Information and applications are available at [www.ppluk.com](http://www.ppluk.com). Hirers of children's or family parties are exempt as they are classed as 'domestic' events.
22. The HIRER is responsible for reporting all accidents and near misses on the Accident Form and notifying a Committee member.
23. Where the HIRER wishes to use a bouncy castle or other inflatable, the consent of the Committee must first be obtained. Specified conditions will apply and £5m public liability insurance secured.
24. The HIRER is required to have their own Public Liability insurance, except where they are a charitable or voluntary organisation or an individual (e.g. for a family party).
25. Rental charges for PRIVATE EVENTS, e.g. PARTIES should be settled 2 weeks prior to the event at the latest. The HIRER will be invoiced once the booking is confirmed. Once the invoice has been settled, the HIRER will receive the code to access the premises.
26. HIRERS playing music, e.g. concerts, gigs, would need to have their own music license.
27. Streaming from television is not permitted as the KCC does not have a TV license.

**May 2025**