

## APPENDIX A

### CONDITIONS OF HIRE

1. The use of premises is restricted to the use and accommodation specified in the hire agreement. The Hirer should take all precautions to prevent any damage. The Hirer is required to pay for any breakages, losses or damage to property arising out of the letting.
2. Nominated Representatives of the Centre Trustees must be given free access to the hired premises for the purpose of inspection. The Centre Trustees also reserve the right to cancel any letting (for example, because of a funeral) in which case a proportion of the charges will become refundable.
3. The Hirer shall give notice of no less than two weeks if the spaces hired are not to going to be taken up by the Hirer.
4. Where specifically required by the Centre, the Hirer shall affect Third Party (Public Liability) insurance with a minimum indemnity limit of six million pounds for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss of or damage to property including the hired premises, arising out of the hiring of the premises.
5. The Centre will not be responsible for any injury to persons or damage to property arising out of the hiring of the premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the Centre.
6. The sub-letting or sharing of the premises is prohibited.
7. Public Safety.
  - 7.1. The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways passages and fire exits.
  - 7.2. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.
8. The charge for accommodation includes the use of furniture only within the room. In the event of the hirer requiring additional furniture a separate charge will be made according to circumstances. The Hirer should remove all chairs or other furniture, decorations and any other materials introduced into the premises, within an agreed reasonable time after the period of hire. If this is not done, the Centre Trustees will be entitled to remove and dispose of such items and the Hirer will pay the cost of removal (less the proceeds of disposal where relevant) on demand.
9. Separate charges will be made and deposits required for any special equipment loaned by the Centre as part of the hire agreement. The charges will be those agreed and published by the Centre Trustees.
10. Functions which over run or cause noise nuisance within the vicinity will attract additional charges to be recovered from the deposit, as set out below
11. Special preparations, such as those required for the purpose of dancing, must not be applied to the floors without specific approval. The designated Centre Caretaker can advise.
12. Licenses are generally required for:
  - a. Performing plays
  - b. 'Public dancing, music or other public entertainment of a like kind' under the Local Government (Miscellaneous Provisions) Act 1982.
  - c. Games of bingoHirers should ascertain whether or not a license is required for these uses, or for any other use to which premises are to be put, and if so, to obtain and ensure full compliance with the necessary license. The premises are not already licensed.

13. Details of the license for the sale to the public of intoxicating liquor will need to be available for inspection.
14. The premises are not licensed under the Cinematography Acts and no inflammable films or materials of any inflammable nature should be used.
15. When commercial sound recordings (gramophone records, tape recordings or CDs) are publicly used an application for a license to use such recordings must be submitted to Phonographic Performance Limited, Evelyn House, 62 Oxford Street, London W1N 0AN. Application forms may be obtained from them on request.
16. Under the conditions of the Performing Rights Society, hirers may be required to furnish details direct to the Society of 'all musical works, whether published or in the manuscript, performed at the premises locally, instrumentally or mechanically, at entertainments for which a charge is made'. A form can be provided which should be completed and forwarded direct to the Performing Rights Society Limited immediately after the letting has taken place.
17. Storage space is limited on the premises. The Hirer must use only such storage space as allocated for the purpose of the hire agreement and not leave or store any items or equipment in any other part of the Centre's premises.
18. Where use of the kitchen forms part of the hire agreement the hirer must comply with the Centre's Agreement for use of the kitchen. This includes visual confirmation of hygiene certificates and recording the temperatures of any hot and cold food served. A copy of the Use of Kitchen Agreement is attached to this Agreement. Failure to comply may constitute a breach of the conditions of hire.
19. Use of bouncy castles. The Centre accepts no responsibility for any accidents incurred on or from the use of a bouncy castle. You must ensure that the company you are hiring the bouncy castle from has adequate insurance.
20. Hirers are asked to have regard to the Centre's policies on Equality and Diversity and to comply with relevant Health and Safety legislation.
21. First Aid.  
The Centre Trustees take no responsibility for First Aid provision. Hirers are recommended to provide their own First Aid cover at events.
22. Smoking  
Smoking is not permitted on the Centre's premises.
23. Telephones  
There is no access to a public telephone.
24. Cleaning Costs.  
Hirers undertake to ensure that:
  - All food preparation surfaces are cleared
  - Any tables used are wiped down and stacked
  - Any chairs used are stacked or returned to their normal positions
  - Any refuse generated by the event and its preparation is sorted into recyclable material, food waste, and general refuse. Recyclable waste and food waste is collected free of charge, and should be placed in the appropriate outside bins. General refuse should be properly bagged and placed at the designated refuse point.

Any failure to comply fully with this condition will result in additional charges being made in accordance with the table below in the Schedule of Additional Costs.
25. No Tenancy  
Nothing in this agreement shall create a tenancy.

26. Coronavirus

It is the responsibility of the Hirer to follow government guidance regarding Coronavirus. Track and Trace forms can be provided by the Centre if required. QR codes for the NHS app are available at all entrances.

Any failure to comply with this condition or complaint from Local Authorities will result in additional charges being made in accordance with the table below in the Schedule of Additional Costs.

27. Safeguarding

The Copleston Centre has a Safeguarding Policy for Children, Young People and Vulnerable Adults. A copy is available from Centre Staff. Your booking agreement is conditional upon you complying with it unless you already have an equivalent policy of your own.

You are required to ensure that children, young people and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage occurring; and that you carry full liability insurance for this.

Our temporary Centre safeguarding officers are Parish Safeguarding Officer for Copleston Church:

**Name: Tracy Brook and Roy White**

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**E-mail: Tracy Brook - kristint@hotmail.co.uk**

**Telephone number:  
07707 786044**

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SCHEDULE OF ADDITIONAL COSTS  
(to be retained from the Deposit as appropriate)

Service Costs

- Additional Cleaning
  - weekdays before 7.30pm £15 per hour
  - evening after 7.30pm/weekends/bank holidays £20 per hour
- Rubbish collection £40
- Unblocking toilet/sink £95 call out charge and £35 per hour
- Attendance by Committee member or caretaker due to complaint at Premises £40

Replacement Furniture

- Tables £100 each
- Chairs £30 each
- Key £25

Additional time

Any time used outside of the agreed booking time will be charged at the appropriate hourly rate of the room(s) Hall £50ph; Kors £25ph; Café £20ph.

Breakages

All breakages will be charged at full replacement cost.

Storage

Storage costs for additional furniture or equipment brought in prior to booking, and/or collected after end of booking: £20/ for each 24 hours or part thereof.

Other costs

Any other costs will be charged at the full rate which we are charged.

Administration charge

In the event of any of the above charges being incurred an additional £25 administration charge will also apply

All of the above charges will be retained out of your deposit, and any amounts not covered by the deposit must be paid within 7 days of the date of the booking.



DECLARATION BY THE HIRER:

- i. I am over 18 years of age.
- ii. I have read the Conditions of Hire and agree to abide by them.
- iii. I understand that additional charges may apply as set out above and I agree to such charges being retained from the Deposit. Where the Deposit does not cover all such charges, I agree to pay any additional charges within 7 days of the date of the booking.
- iv. I confirm that insurance arrangements are in place in accordance with clause 12 of the Conditions of Hire.
- v. I confirm that all licenses that may be required for the activities during the hire period have been obtained/have been applied for /will be applied for before the date of first applicable use.
- vi. I agree to indemnify the Copleston Centre for any loss arising out of a breach of this agreement.

For and on behalf of:

The Copleston Centre Trustees.

I confirm that the Centre requires/does not require Third Party insurance for this letting.

Signed: .....

Dated: .....

For and on behalf of:

..... (The Hirer)

Signed: .....

Dated: .....