

**Terms and Conditions**

**Standard conditions of hire**

These standard conditions apply to all hiring of the Centre. If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary should immediately be consulted.

**Licence**

The Centre will have a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated.

<b>The Centre is licensed for</b>		<b>Times for which the activity is licensed</b>
a. The performance of plays	Yes	12:00–22:30 Mon–Thurs 12:00–23:30 Fri–Sat 13:00–22:00 Sunday
b. The exhibition of films	Yes	12:00–22:30 Mon–Thurs 12:00–23:30 Fri–Sat 13:00–22:00 Sunday
c. Indoor sporting events	No	
d. Boxing or wrestling entertainment	No	
e. The performance of live music	Yes	12:00–22:30 Mon–Thurs 12:00–23:30 Fri–Sat 13:00–22:00 Sunday
f. The playing of recorded music	Yes	12:00–22:30 Mon–Thurs 12:00–23:30 Fri–Sat 13:00–22:00 Sunday
g. The performance of dance	Yes	12:00–22:30 Mon–Thurs 12:00–23:30 Fri–Sat 13:00–22:00 Sunday
h. Entertainments similar to those in a – g i.e. Fashion Show	Yes	12:00–22:30 Mon–Thurs 12:00–23:30 Fri–Sat 13:00–22:00 Sunday
i. Making music	Yes	12:00–22:30 Mon–Thurs 12:00–23:30 Fri–Sat 13:00–22:00 Sunday
j. Dancing	Yes	12:00–22:30 Mon–Thurs 12:00–23:30 Fri–Sat 13:00–22:00 Sunday
k. Entertainment similar to those in i – j i.e., charity race nights, bingo, etc	Yes	12:00–22:30 Mon–Thurs 12:00–23:30 Fri–Sat 13:00–22:00 Sunday
l. The provision of hot food/drink after 11pm	No	
m. The sale of alcohol	Yes	12:00–22:30 Mon–Thurs 12:00–23:30 Fri–Sat 13:00–22:00 Sunday

## ALL SAINTS CENTRE, BELTON

The Centre may be hired during the following hours (subject to any licence conditions above):

08:00 – 23:00 Monday – Thursday

08:00 – 00:00 Friday - Saturday

13.00 – 23:00 Sunday.

For the purposes of hire the Centre is defined as the Main Hall and toilets, together with its kitchen if requested. It does not include the All Saints Room, or any other rooms in the Centre. The grounds outside the Centre are also excluded from any hire and may not be used as part of any event or booking by the hirer.

The Hirer agrees not to exceed the maximum permitted number of people (60 seated at tables, 75 theatre style or standing), including the organisers and any performers, and where tickets are sold they must not exceed these numbers.

Where a licensable activity will take place, the Hirer hereby acknowledges the event will comply with times listed above.

The Hirer agrees with the Centre to be present (by its authorised representative, if appropriate by prior agreement with the Centre) during the hiring and to comply fully with this Hire Agreement.

It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence or that the Centre management committee deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Centre and the Hirer.

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

### **Payment**

A deposit of 30% of the hire cost will be required to confirm any booking. Full payment will be due at least 28 days before the event date. A refundable £50 damage deposit will also be required for all parties, to be paid with the balance of the hire cost. This damage deposit will be refunded within 14 days of the event date if the Centre is deemed to have been left in a satisfactory condition.

If full payment for a booking is not received within 28 days of the event this will cause a loss of the 30% deposit and the Centre may be re-let.

For regular/repeat bookings payment must be paid for monthly, 1 month in advance.

### **Age**

The Hirer, not being a person under 25 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public and guests are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

“Teenage” parties will not be permitted.

### **Supervision**

The Hirer shall, 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, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

### **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.

The grounds of the Centre are not included in any hire and may not be used as part of any event or booking.

Bouncy Castles or anything deemed similar by the Committee may not be used in the premises or grounds.

The Centre shall have the right to refuse admission to any person whom they consider undesirable and shall not be bound to give a reason for so doing.

Overnight occupancy within the Centre or grounds is not permitted

### **Alcohol**

No consumption of alcohol in the Centre or its grounds is allowed without prior permission from the Centre. Should the consumption of alcohol be permitted at an event, then the Hirer must abide by the conditions set by the Centre, and no alcohol may be consumed outside of the Centre building

### **Gaming, betting and lotteries**

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

### **Parking**

Cars are parked at owners risk. No cars are to be parked in the car park overnight

### **Licensable activities**

The Centre holds a Performing Society Right Licence, which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licenses are required in respect of any activity in the Centre the Hirer should ensure that they hold the relevant licence or the Centre holds it.

### **Health and hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. A refrigerator is provided on the premises.

### **Cleaning**

The Centre, kitchen and outside premises must be left clean and tidy. If the kitchen is used, it is the responsibility of Hirers to see that it is swept and washed after use and all worktop surfaces wiped clean. Floor cleaning materials are provided. Rubbish is to be placed in plastic bags and removed, together with any items or goods brought onto the premises by the hirer or their guests.

### **Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought onto the premises, other than for a special event agreed to by the Centre. No animals whatsoever are to enter the kitchen at any time.

### **Public safety compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Centre's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the Centre's health and safety policy.

The Hirer acknowledges that they will refer to and have read the Centre's relevant policies

### **Fire and emergencies**

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Booking Secretary.

### **Safeguarding**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and any other legislation, and that only fit and proper persons who have passed the appropriate DBS checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities.

### **Electrical appliance safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

The Centre does not accept any responsibility should any such appliance activate the systems that protect the Centre's power supply. Any damage done to the Centre's electrical supply system is covered under the Insurance and Indemnity below.

The Centre will not accept any responsibility for any inconvenience or loss, including consequential loss, which may occur due to a power failure caused by the above, or by the power company supplying the Centre in the form of a general 'power cut'.

### **Insurance and indemnity**

The Hirer shall be liable for the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the grounds or the contents of the premises, all claims, losses, damages and costs made against or incurred by the Centre management committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, or as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and the Hirer shall indemnify and keep indemnified accordingly each member of the Centre management committee and the Centre's employees, volunteers, agents and invitees against such liabilities.

Any Hirer hiring the hall for exercise classes, dance lessons or similar activities must have their own liability insurance in place covering those activities.

### **Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public to the Booking Secretary as soon as possible and complete the relevant section in the Centre's accident book. Any failure of equipment belonging to the Centre or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Booking Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

### **Smoking**

Under the prohibition of smoking in public places provisions of the Health Act 2006 no smoking is allowed anywhere in the Centre or the grounds outside. The Hirer shall ensure that their guests comply with this and any person who breaches this provision shall be asked to leave the premises.

### **Explosives and flammable substances**

The Hirer shall ensure that highly flammable substances, including any form of fireworks, are not brought into, or used in any part of the premises, and that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

No naked lights, candles, oil lamps, floating lanterns and the like are permitted anywhere within the boundary limits of the Centre and grounds

### **Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises, and that the heating controls are not adjusted.

### **Behaviour**

The Hirer shall ensure that in order to avoid disturbing neighbours to the Centre and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

### **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 premises, and shall indemnify and keep indemnified each member of the Centre's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

### **Film shows**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The Hirer should ensure that they have the appropriate copyright licenses for film.

### **Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

### **No rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

### **Dangerous and unsuitable performances**

Performances involving danger to the public or of a sexually explicit nature shall not be given.

### **No alterations**

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises. No sticky tape, staples, nails/screws or blue tack may be used on the walls, floors or doors.

### **Stored equipment**

No equipment, or other property may be stored on the premises.

The Centre accepts no responsibility for equipment or other property brought on to the premises during the hire, and all liability for loss or damage is hereby excluded. All equipment and other property must be removed at the end of each hiring.

Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring, may result in the Centre disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing, selling or otherwise disposing of the same.

### **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 (i.e., chairs and tables) properly replaced, otherwise the Centre shall be at liberty to make an additional charge. The caretaker will close the Centre at the end of the hire period and otherwise in compliance with the Centre's licence hours. It is the responsibility of the Hirer to ensure all persons including helpers, musicians, and bar staff, etc., vacate the Centre by that time. Kitchen equipment must be thoroughly cleaned and replaced in the cupboards provided. All breakages or damages must be reported to the Booking Secretary as soon as possible.

### **Cancellation**

In the event that the Hirer cancels the booking the following charges will be applied:

More than 30 days notice: No charge and any deposit will be returned.

Less than 30 days notice: Loss of deposit if deposit has been paid or 30% of the hire cost. If full payment has been received the balance will be returned.

Less than 7 days: Full payment will be retained.

The Centre reserves the right to cancel this hiring by written notice to the Hirer in the event of:-

1. The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, or
2. Such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
3. Unlawful or unsuitable activities will take place at the premises as a result of this hiring, or
4. The premises becoming unfit for the use intended by the Hirer, an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Centre shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

### **Complaints**

The Hirer shall notify the Booking Secretary of any complaint relating to the hire of the Centre in writing within 14 days of the hire date.