



ASHLAND LAKESIDE COMMUNITY CENTRE - TERMS AND CONDITIONS OF HIRE

Ashland Lakeside Community Centre is run by Simpson and Ashland Parish Council who own the centre, or their appointed representatives.

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Please read and understand these terms and conditions carefully. They apply in all cases of hire, whether you have formally agreed to them or not and show that you assume responsibility for the booking and the hall during your hire period.

Parties: For the purpose of these Terms and Conditions

- 1) Simpson and Ashland Parish Council or their representative (SAPC) including the Bookings Clerk and Facilities Manager.
- 2) Hirer, the person or organisation hiring Ashland Lakeside (AL) as shown on the Booking Form.

1. BOOKING CONDITIONS

- a) The Hirer must be 18 years of age or over and be present during the entire hire period.
- b) The Hirer is responsible for the supervision of AL, its fabric and contents and for the behaviour of all persons using AL and car park, in whatever capacity.
- c) The Hirer shall ensure that all exits are not obstructed, or fire extinguishers moved or tampered with.
- d) Without express permission of SAPC the Hirer shall not drive any fixtures/fitments of any kind into any part of the building nor fix any placard or other articles. **Sellotape and Blu-tack must not be used on the walls. There is a picture rail with hooks to hang things from.**
- e) SAPC recommend that a person with a knowledge of basic first aid skills is available on the premises when open to members of the public and familiarise themselves with the location of the first aid box (in the main hall).
- f) The Hirer is asked to communicate to the building users that safe and considerate car parking in the vicinity of AL is required, to avoid obstruction of the highway or nuisance to neighbouring properties.
- g) The Hirer shall not use the premises for any purpose other than that described in the hire agreement or use the premises or allow the premises to be used for any unlawful or unsuitable purpose.
- h) The Hirer shall not sub-hire the premises.
- i) AL is not suitable for bouncy castles and as such no bouncy castles will be permitted in the building, car park or surrounding grass areas.
- j) BBQ's are not permitted in or around the building.
- k) The Hirer shall ensure that no smoking (including e-cigarettes) is allowed anywhere inside the Hall.
- l) The Hirer must ensure that care is taken to avoid excessive consumption of alcohol (see item 7 below). Drunk and disorderly behaviour shall not be permitted on the premises or in the immediate vicinity.
- m) No booking is confirmed until a deposit or the full hire fee has been received and the Hirer has received a receipt/e-mail as confirmation. A refundable security deposit may be required from the Hirer. This will be agreed at the time of booking.
- n) SAPC reserve the right to request a security deposit or decline future booking requests if the hall is not left to the required standard following a booking.
- o) The hire period is the **total** time of the booking. The Hirer must ensure that sufficient time is allowed for preparation and clearing up in the hire period.

2. CAPACITY

The maximum number of persons in the Hall at any one time will be determined by risk assessing the planned activity. This will be agreed at the time of booking. The current maximum is 37.

3. HOURS

- a) The Hirer is not entitled to use or enter the building at any time other than the specific hours booked unless prior arrangements have been agreed.
- b) All functions must be finished and the building vacated by 10.00 pm.
- c) If the premises are not vacated by the hour stated in the booking, the Hirer may be liable for an additional fee consistent with charge rates for the main event. Failure to pay could mean further bookings will not be accepted.

4. FEES AND CHARGES

- a) For one-off events a refundable deposit of up to £100 is required and must be paid on the date the booking is agreed. This is in addition to the hire charge. The deposit will be returned within 7 working days provided the hall is left clean and tidy and **all rubbish is removed**.
- b) Hire charges must be paid in full within 7 working days before the function date or at the time of booking if the booking date is within 7 working days.
- c) Regular Hirers will be invoiced a month in arrears and payment terms are strictly 14 days from the date of the invoice.
- d) Payment via BACs transfer.
- e) Should damage to Ashland Lakeside (over and above fair wear and tear) occur as a result of a fault of the Hirer, a call-out charge may be deducted from the Hirer's deposit.

5. KEY

- a) Regular Hirers may be loaned a key and alarm tag by SAPC.
- b) One-off hirers will be welcomed, and the hall unlocked and locked by SAPC.

6. CANCELLATIONS

- a) If the Hirer wishes to cancel the booking before the date of the event, he/she must contact the Bookings Clerk as soon as reasonably possible. In the event of cancellation within 7 days of the start of the event, SAPC reserve the right to make a charge against the hire fee to cover the potential loss of alternative income.
- b) SAPC reserves the right to cancel this hiring by written notice to the Hirer in the event of:
 - The premises being required for a Parliamentary, Local Government election, by-election or referendum.
 - SAPC considers such a hiring to be in breach of licensing conditions, if applicable, other statutory requirements or unlawful or unsuitable activities will take place as a result of this hiring.
 - The premises are required for emergency use e.g. shelter for victims of floods, fires, explosions.
 - The premises become unfit for the use intended by the hirer.
- c) In any such case the Hirer will be entitled to a full refund, or any deposit already paid, but SAPC will not be liable for any resulting direct or indirect loss or damages whatsoever.
- d) In the case of a regular booking should there be a breach of these terms and conditions of hire, SAPC reserve the right to cancel all future bookings with immediate effect.

7. ALCOHOL

- a) Alcoholic drinks may be served free as part of a function but **no** sale of alcoholic drinks may be undertaken. No events may be advertised stating the availability of alcoholic drinks for sale.
- b) No alcohol is allowed on the premises for under-age events.

8. MUSIC LICENCE

- a) The Hall does not have a relevant License.

- b) The Hirer is responsible for any relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL).

9. FOOD AND HYGIENE

- a) Under the Food Safety Act 1990, it is the responsibility of persons providing food for any event in the Hall to ensure that they are aware and abide by the legal requirements. SAPC is not responsible for any food brought into the Hall.

10. HEALTH AND SAFETY

- a) The Hirer must make themselves familiar with the location of the fire extinguishers, break-glass fire alarms, fire exits and the switch for the exit lights.
- b) The Hirer is responsible for informing all those using the Hall of the position of the emergency exit.
- c) The Hirer must familiarise themselves with the instructions on what to do in case of fire. Instructions are displayed on the noticeboard in the main hall.

11. ACCESS FOR ALL

- a) There is access into the building for wheelchair users and a designated lavatory inside. Assistance dogs only are welcome into the Hall.

12. INSURANCE AND INDEMNITY

- a) The Hirer is responsible for all damage to the building, equipment, furniture and property in the building and for the safety and wellbeing of themselves and their invitees during the period of hire.
- b) The Hall's insurers provide cover of up to £2,000,000 for those using the hall for private or social purposes so long as they act responsibly and comply with the terms and conditions of hire.
- c) Commercial users (defined as individuals, groups or organisations that use the building for financial gain) are not covered by the policy and must arrange their own insurance.
- d) All commercial users must have public liability cover of at least £2,000,000 and must produce up-to-date evidence of their cover when booking. Additionally, regular commercial users must provide the Booking's Clerk with updated evidence of their cover at each renewal of their policy.
- e) All Hirers (private and commercial) must ensure that sub-contracted activities such as mobile discotheques, professional entertainers are fully insured and have public liability cover of at least £2,000,000 for their operation.
- f) SAPC accepts no liability for equipment brought into the hall by Hirers or for motor vehicles parked at the hall.
- g) The Hall is insured against any claims arising out of SAPC negligence.

13. LEAVING THE HALL IN GOOD CONDITION

- a) On vacation of the premises, the Hirer shall leave the premises in a clean and orderly state.
- b) **All rubbish, recycling and food waste must be taken away by the Hirer.**
- c) Hall and toilets must be left in as clean a condition as found.
- d) All tables and chairs must be returned to the appropriate storeroom, using the stacking equipment and following the storing instructions.

These Terms and Conditions refer to the Ashland Lakeside building only. By confirming your booking you confirm that, you have read and agreed to accept and abide by the above conditions.

CHECKLIST FOR HIRERS

In order that the Hall can be kept in good condition for all, Hirers are asked to check the following at the end of each hire:

- a) Update the Accident and Incident Book (kept in the first aid box) to record any accident, incident or dangerous occurrence (so that remedial actions can be considered that reduce future risk).
- b) Report any damages to the Facilities Manager straight away.

- c) Ensure the floor is left clean (ready for the next user).
- d) Make sure tables are clean and put away in the relevant storage cupboards, following instructions.
- e) Return all chairs to the allotted storage space.
- f) Check that all taps in the lavatories and kitchen are turned off, ensure the refrigerator is empty and clean (if used) and that any equipment used from the kitchen is clean and put away.
- g) Check that the kettle is turned off at the wall and empty.
- h) Check that all 5 electric heaters are turned off, 1 in the disabled toilet, 1 in the chair cupboard and 3 in the main hall.
- i) Switch off all the main hall light (all other lights are on sensors).
- j) Remove all waste and recycling from the building and vicinity.

Thank you for your co-operation.

Reviewed 13th December 2023