



**ST JAMES COMMUNITY CENTRE CONDITIONS OF HIRE AND INFORMATION
FOR USERS**

BY SIGNING THE BOOKING FORM, ALL HIRERS AGREE TO THE TERMS AND
CONDITIONS SET OUT IN THESE TERMS

1. General Hire Conditions

- 1.1 Venues may be booked for recurring or single lettings. Hall hire is charged by the hour (daily rates are available at Morpeth Town Hall);
- 1.2 Hirers must be aged 18 years or over. The hirer (or authorised representative) is responsible for maintaining good behaviour and conduct of any persons using the venue and must give assurances that children under 18 years old will be supervised at all times by signing the relevant section on the booking form.
- 1.3 Child protection is the responsibility of the hirer (Under the Children Act 2004) to ensure the safety of all children at all times at any event. It shall be a condition of any letting to which children are admitted that hirers observe the provisions of Section 12 of the Children and Young Persons Act 1933 in respect of adult attendants.
- 1.4 The hirer (or authorised representative) must be present during the period of hire and ensure that all terms and conditions are observed. The hirer (or authorised representative), during the period of hire, must be responsible for supervision of the venue, the fabric and the contents; and the behaviour of all persons using the venue whatever their capacity. This includes ensuring that fire exits and access to them are kept clear at all times and proper supervision of car parking arrangements so as to avoid obstruction of the highway;
- 1.5 The hirer (or authorised representative) shall be responsible for the safety of all persons attending any function for which they have hired the venue, and shall indemnify the Council from and against all claims and demands for the loss, damage or injury suffered by any person arising from the negligence of the hirer or those of whom they are vicariously liable.
- 1.6 The Council reserves the right to request such additional information as it deems necessary and to make enquiries of external bodies as to the standing of any organisation before agreeing letting.
- 1.7 All arrangements for the use of Centre facilities are subject to the management reserving the right to cancel bookings when the premises are required for use as a Polling Station or are otherwise rendered unfit for the intended use.
- 1.8 When the premises or any part of them are used for the purpose of public entertainment, there shall be a minimum of two persons, neither of whom shall be less than 18 years of age, on duty where under 100 persons are attending the entertainment. The number of adult attendants required is increased to three minimum when maximum capacity numbers are met.
- 1.9 When the majority of those present at the entertainment are less than 16 years of age and/or when many people with disabilities are expected to attend, the numbers of adult supervisors required will be increased.

1.10 All persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall familiarise themselves with the fire safety information provided and the location of the Fire Assembly Point communicating this to all participants.

2. Health and Safety

2.1 The Centre hall has a maximum capacity of 115 seated/dining /dancing and a standing capacity of 115 (these figures include helpers and performers) and on no account shall these figures be exceeded.

2.2 The attention of hirers is drawn to the need to comply with Fire and Safety Regulations which are contained within this document and displayed at the venue. All hirers must make themselves, and all other persons using the venue as part of their hire, aware of emergency escape routes and fire alarm procedures. The hirer must ensure they have access to a mobile phone in case of emergency. Fire exits and corridors must be kept free of obstruction at all times. No fire tests are scheduled to take place during bookings. In the event of the fire alarm sounding please leave the building immediately;

- 2.3 Hirers must report any accidents, faults or incidents to the Council as soon as possible;
- 2.4 Smoking or vaping is not permitted at any venue. Use of candles or any naked flames (with the exception for small birthday cake candles) is not allowed in the interest of Fire Safety;
- 2.5 The hirer shall ensure that any electrical appliances brought by them onto the premises shall be safe and should be P.A.T. tested. A copy of the certificate is required prior to the booking;
- 2.6 The hirer shall not use the venue for any purpose other than that described on the booking form; shall not sub-hire or use the venue or allow the venue 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 venue;
- 2.7 Hirer's must undertake their own risk assessment for all activities;
- 2.8 All users must familiarise themselves with the relevant policies relating to usage of the venues. These are available on the Town Council website, Town Council office and at the venue.

3. Public Safety Compliance

- 3.1 The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the hall'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.
- 3.2 The Hirer acknowledges that they have received information in the following matters:

The action to be taken in event of fire. This includes calling the Fire Service and evacuating the hall.

 - The location and use of fire equipment.
 - Escape routes and the need to keep them clear.
 - Method of operation of escape door fastenings.
 - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

In advance of the booking taking place the hirer shall check the following items:

 - That all fire exits are unlocked and panic bolts in good working order.
 - That all escape routes are free of obstruction and can be safely used.
 - That any fire doors are not wedged open.
 - That exit signs are illuminated.
 - That there is no obvious fire hazard on the premises.
 - There are no obvious dangers present in the building and the area of hire is safe to use for the chosen activity
- 3.3 All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching

device).

- 3.4 The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be reported to the council.

4. Insurance and Indemnity

- 4.1 The Council holds public liability cover of £15million.

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 curtilage there or the contents of the premises.
 - All claims, losses and damages costs arising out of the use of the premises (including the storage of equipment) by the hirer made against or incurred by the council, employees, volunteers, agents or invitees.
 - All claims, losses and damages and costs arising as a result of any nuisance caused to a third party as a result of the uses of the premises by the hirer.
 - Indemnifying the Council, its employees, volunteers, agents or invitees against any of the above
- 4.2 If the hirer is a commercial business, e.g. (keep fit, martial arts, dog training, or another activity that charges an entrance fee or provides advice) the hirer must produce their insurance certificate showing that they have current public liability insurance cover of £5million, employers liability insurance cover of £10million, and if providing advice professional indemnity cover of £2million, upon their application to hire the premises. Failure to demonstrate this documentation will delay or render the booking void.
- 4.3 Regular Commercial hirers requiring above shall be asked to confirm the existence of insurance as stated on an annual basis, Dec 31st is to be used as the Council insurance declaration date.

5. Licenses

- 5.1 The hirer will not perform or permit to be performed any copyright work without the consent of the owner of the copyright;
- 5.2 The hirer shall ensure that nothing is done on or in relation to the venue in contravention of the law relating to gaming, betting and lotteries;
- 5.3 The hirer is responsible for obtaining the necessary licence regarding the sale of alcohol. The hirer is responsible for completing an Alcohol Form at the point of booking;
- 5.4 A licensed bar may be arranged by the hirer in accordance with Licensing Regulations. It is the hirer's responsibility to ensure that they have complied with the legislations. Under no circumstances will under-age drinking be permitted.
- 5.5 The premises are not licensed with PRS for Music and with Phonographic Performance Ltd (PPL) for the playing of recorded copyright music and for the live performance of copyright music.
- 5.6 The Community Centre does not have a valid TV licence.
- 5.7 The Community Committee does not have a 'Public Video Screening Licence (PVSL)' and hirers cannot show motion pictures, cartoons etc. without first discussing with the Council

6. Liability

- 6.1 Under the Food Safety Act 1990, it is the responsibility of persons providing food for any event to ensure that they are aware of and abide by the legal regulations. The Council are not liable or responsible for any food brought into the hall;
- 6.2 The Council shall not be liable to the hirer, volunteer or employee of the hirer, or to any third party for any loss, cost, expense, penalty or damage incurred or suffered, including but not limited to any personal injury or death or damage to property, arising directly out of or in consequence of the hirer's use of the venue and/or the hirer's breaches of any use conditions.

7. Use of Venue

- 7.1 The hirer shall be responsible for leaving the venue and surrounding area in a clean and tidy condition, utensils and equipment put away; lights, taps equipment etc. all turned off; the rooms used and any contents temporarily removed from their usual positions properly replaced including all chairs and tables used;

- 7.2 If the hirer fails to meet the above requirement, the Council shall be at liberty to make an additional charge;
- 7.3 All large items of rubbish, including any unsold jumble must be removed from the venue;
- 7.4 No alterations may be made to the venues nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the venue without written approval from the Council;
- 7.5 The hirer will be held responsible for any damage incurred and any relevant costs for replacement items may be charged to the hirer. Any accidents, faults or damage must be reported to the Council as soon as possible;
- 7.6 The use of A-Frames is strictly prohibited. No posters etc. are allowed on the hall windows or tied to the railings at the front of the venues;
- 7.7 The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Council. No animals whatsoever are to enter the kitchen at any time.
- 7.8 Any use of the venue must be conducted in such a way that it does not unreasonably interfere with the activities of other users by way of noise, disturbance or otherwise;
- 7.9 This agreement constitutes permission only to use the venues and confers no tenancy or other right of occupation on the hirer;
- 7.10 No ball games are permitted in the venue.

8. Bookings

- 8.1 All applications for hire must be made on the prescribed booking form. All bookings are considered provisional until a completed and signed booking form has been received and confirmed by the Council. Provisional bookings can only be kept for 7 days. If the Council does not receive a completed booking form with 7 days, the provisional booking will be withdrawn, and the Council reserves the right to re-let the facilities.
- 8.2 Bookings relate only to the specific rooms, days and times hired. All bookings must start and end at the agreed time. Hire periods must include time to set up and put away/dismantle any furniture and equipment.
- 8.3 A furniture set up service is available for a charge.
- 8.4 If chairs or tables are required, the number required must be made clear on the booking form to ensure they are available for use.
- 8.5 Any request for additional time at the beginning of a booking or any bookings running over the time stated on the booking form will result in additional charges.
- 8.6 Regular bookings with fees/Commercial Hirers must provide the Council with a copy of the relevant Public Liability Insurance Certificate.
- 8.7 Signing or signifying agreement to the booking form certifies that the hirer is aware of these terms and conditions, will abide by them and will ensure that those who use the venue in conjunction with their booking, act in accordance with them. The Council will assume that anyone signing on behalf of an organisation is duly authorised to do so.
- 8.8 In the event of someone using any of the venues without signing or specifically agreeing to the booking form, then it will be deemed that they are aware of these terms and conditions, will abide by them and will ensure that those who use the venues in conjunction with their booking, act in accordance with them.

9. Caretaking Service

- 9.1 The Caretaker will open the venue approximately 5 minutes before the booking. They will return approximately 5 minutes prior to the end of the booking to carry out an inspection and cleaning. If you need to reduce your time on the day, please contact the caretaker on the number displayed in the hall and await their arrival before leaving.
- 9.2 The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition and any contents temporarily removed from their usual position should be properly replaced otherwise the Council shall be at liberty to make an additional charge. An additional invoice will be issued if the amount claimed is in excess of the surety held. The Caretaker will be responsible for the securing of the premises following an event. At no time must the premises be left unattended and unlocked. In the unlikely event that the person responsible for the lock up fails to arrive, a member of the Council should be telephoned to assist.

10. Invoicing

- 10.1 Users with prior agreed credit facilities will be invoiced on a monthly basis. All invoices must be paid within 28 days.
- 10.2 New applications and applications for parties must be paid for in advance, at least 7 days before the date of the booking.

11. Bank Holidays

- 11.1 Applications for the hire of Bank Holidays will only be granted with the express permission of the Council. These will incur an extra charge.

12. Storage

- 12.1 No apparatus or equipment of any description can be left on the premises without the prior consent of the Deputy Clerk to Morpeth Town Council.
- 12.2 The Council cannot, under any circumstances, accept liability in respect of damage to or loss of property left at the venue or car park.
- 12.3 Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring, may result in the Council 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 and selling or otherwise disposing of the same.

13. Cancellations

- 13.1 Any cancellations of less than 48 hours will result in a cancellation charge of 50% of the whole hiring charge.
- 13.2 Cancellations of less than 24 hours (or no shows) are liable to a payment of the whole hiring charge.
- 13.3 The Council reserves the right to cancel this hiring by written notice to the Hirer in the event of:
- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
 - the Committee reasonably considering that:-such hiring will lead to a breach of

licensing conditions, if applicable, or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the premises as a result of this hiring.

- the premises becoming unfit for the use intended by the Hirer.
- a civil contingency requiring use of the premises as a rest Centre 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 Council shall not be liable to the Hirer for any resulting direct, consequential or indirect loss or damages whatsoever.

14. Privacy Policy

- 14.1 Morpeth Town Council is a data controller. This means we need to collect your personal data so we can process room hire bookings. A full copy of our privacy notice is on the Town Council website www.morpeth-tc.gov.uk or can be requested from the Town Council office.