

TERMS AND CONDITIONS OF HIRE FOR COMMUNITY CENTRES

1. VENUES

The venues relate to all community centres owned and/or managed by Gedling Borough Council. All administration for community centre bookings is carried out at: Community Relations, Gedling Borough Council, Arnot Hill Park, Arnold, Nottingham. NG5 6LU

2. BOOKINGS

The Minimum booking time at the community centres is 1.5hrs; however additional time for setting/clearing up needs to be considered in the booking time. The Hirer must be over 18 years of age.

3. CHARGES

Charges for use of facilities are set out in the scale of charges in force as at the date of this Agreement. The scale of hire charges is reviewed annually. If the scale of charges is increased between the date of the Agreement and the date of the hire, the Council will give the Hirer reasonable notice of the increased charge. The Hirer may then terminate the Agreement where such termination is made within 14 days of notification of the increased charge.

4. PAYMENT

Payment for the hire of the facilities for one-off bookings is paid in full, by the hirer, upon confirmation of booking made by Customer Service representative.

For all other bookings, an invoice will be sent at the end of each month for the charges owing. It is the responsibility of the hirer to pay the invoices within 30 days. The hirer is wholly responsible for the hire fees and any outstanding payments arising from any booking.

5. CANCELLATION BY THE HIRER

The booking may only be cancelled without charge if 7 days notification in writing is given to the Council. If notification is not received within 7 days of booking date, the full charge must be paid.

6. CANCELLATION BY THE COUNCIL

The Council may cancel the hiring if the facilities are required for any purpose in connection with a European, Parliamentary or local government election, emergency planning, if the facilities are rendered unfit for use or essential maintenance and repair work needs to be carried out or the Council is unable to provide adequate staff cover due to bad weather. If the hiring is cancelled for any such reason, the Council will give to the Hirer the maximum practicable notice and refund the charges [if already paid] but will not otherwise be liable to the Hirer. The Hirer hereby agrees in both cases to accept the same and to consent to such cancellation, and to have no claim at law or in equity for any loss or damage in consequence thereof.

7. ROOM CAPACITY

The number of persons permitted to use the premises shall not exceed the number specified by Community Relations. Following link: www.gedling.gov.uk/resident/community/communitycentres/

8. ADVERTISING

No function shall be publicly announced or advertised to take place until the application has been accepted.

9. FLYPOSTING

The Hirer shall not carry out or permit flyposting or any other form of unauthorised advertisement for any event taking place at the Centre and shall indemnify the Council against all actions claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the Council as planning authority.

10. FIRE SAFETY & EMERGENCIES

The Hirer is required to undertake a Health & Safety induction with the caretaker in relation to fire safety and what to do in the event of an emergency. The Hirer shall comply with all fire notices and any other instruction issued by the Caretaker.

The Council reserves the right to hold practice alarm drills from time to time in order to test the procedure for clearing the Centre in case of emergency. Regular users will be required to carry out fire drills every 6 months.

In the event of an emergency evacuation no refunds will be issued.

11. SINGLE USE PLASTIC

The Council discourages the use of single use plastic on all of its premises e.g. Chinese Lanterns, single use bottles, non-biodegradable confetti, balloons etc.

12. DAMAGE

The Hirer shall immediately report to the Caretaker any damage existing at the commencement of the period of hire. The Hirer shall be responsible for and shall pay to the Council on demand the amount of any damage done or occasioned to the premises or to the fixtures, fittings, apparatus, equipment, furniture or to other contents thereof during the use of the premises by him; the amount of such damage shall be certified by the Manager, whose decision shall be final.

13. INDEMNITY

The Hirer shall indemnify the Council from and against any claim for damages, costs or expenses that may be made against the Council in respect of any personal injury or loss of or damage to property in consequence of the hiring.

The Council shall not be liable for any loss due to any cause beyond its control including failure of supply of electricity, leakage of water, fire, government restriction or any other Act of God which may cause the premises to be temporarily closed or may cause the hiring to be interrupted or cancelled.

14. INSURANCE

For regular bookings the Hirer shall maintain throughout the period of hire, a policy of insurance affected with a reputable insurance company covering the Hirer against third party risks for a sum of not less than £5 million.

One-off bookings are covered by Gedling Borough Councils Third Party Hirer's Insurance Policy.

15. CLEARANCE OF PREMISES

The Hirer shall comply with all reasonable requests of the Caretaker/Community Centre management who shall be deemed to be the Agents of the Council and shall ensure that the premises are cleared of its users and left in a tidy and orderly condition at the end of the period of hire. Users must vacate the premises no later than 10.30 pm.

16. GAMBLING

No sweepstake, raffle or other form of lottery shall be promoted or held on the premises except such lotteries as are deemed to be not unlawful by virtue of any enactment relating to Gaming, Betting and Lotteries.

17. INFLATABLES/BOUNCY CASTLES

It is the responsibility of the hirer to ensure any inflatables erected on Council premises are registered with ADIPS (The Amusement Device Inspection Procedure Scheme) and must have a PIPA Safety Inspection Certificate in place. Spot checks will be carried out to ensure this is happening.

Bouncy Castle use is only permitted at the following sites due to room size and ceiling height – Pond Hills Lane, Killisick and Westdale Lane.

18. CATERING

All refreshments brought onto the premises should not be stored longer than three hours before the start of the function. This requirement is necessary in the interests of food safety. Any waste food or rubbish generated by the Hirer providing their own refreshments must be removed from the premises at the end of the function and deposited in the bins provided.

N.B. Propane Gas, Barbecues, Portable stoves or any other cooking/heating equipment is not permitted on site at any time.

19. PHOTOGRAPHS

Photographs taken for purely personal use at exclusive use parties, functions and events are permitted. The Hirer is responsible for the control of such photography and filming. In all other circumstances, photography is not permitted within the community centers without the permission of the Community Centre Management [or whoever will be making the decision]. Consent can be obtained by completing the Council's Casual User Consent Form.

Anyone found to be taking photographs without permission which are intrusive or inappropriate will be reported to the Police and Corporate Director.

20. TRANSFER OF HIRE

The right to use the Centre or equipment is not transferable.

21. PARKING

Persons using the Centre's car parking facilities do so at their own risk and shall park in a manner so as not to cause any obstruction or nuisance to other users. Only cars displaying a valid disabled parking badge may park in marked disabled bays.

22. LOST PROPERTY

The Council will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the Centre either by the Hirer for his own purposes or by any other person.

23. ANIMALS

No animals (except disability assistance dogs) shall be brought in to the premises except with the consent of the Manager.

24. USAGE/BEHAVIOUR

The Centre shall not be used for any purpose other than that duly authorised in advance by the Council. The Hirer is responsible for effective supervision of the activities in the premises during the hire period, for the prevention of disorderly or unlawful behaviour and for ensuring no nuisance arises to the Council or other users of the Centre or to residents in the vicinity by noise in particular.

25. RIGHTS RESERVED

The Council reserves the right to terminate any hiring as it sees fit and reserves the right of entry during the period of hire to any person duly authorised by the Council.

The Hirer shall only be entitled to use the particular part or parts of the Centre hired and the Council reserves the right to let any other part of the building for any purpose or purposes at the same time.

26. COPYRIGHT

The Hirer shall indemnify the Council against any infringement of copyright, which may occur during hiring.

27. LIQUOR

Alcohol can be brought onto the premises for private consumption, **except Westdale Lane Community Centre (see note below).**

If alcohol is to be sold on the premises, the Hirer must obtain a Temporary Event Notice authorising the sale of alcohol. The Hirer must adhere to all regulations detailed on the Temporary Event Notice. A copy of the Temporary Event Notice should be taken to the community centre during the hire period for inspection by the caretaker.

N.B. Westdale Lane Community Centre – The Hirer must ensure that no alcohol is taken onto, sold from or consumed on the premises

28. COMPLAINTS

Any complaint arising out of the hiring must be made to the Council in accordance with its corporate complaints procedure.

29. SMOKING

The Council operates a No Smoking Policy. It is the Hirers responsibility to ensure that no smoking is permitted in any part of the enclosed building or within 20 metres of the facility.

30. CHILDMINDING AND DAYCARE FOR CHILDREN

Where applicable it shall be the responsibility of the Hirer to ensure that he/she is registered in accordance with the provisions of Part XA of the Children Act 1989 and that any other person who might be so required in connection with the proposed use of the premises by the Hirer is similarly registered. Hirers who are registered must provide the Council with details of their registration number.

31. ELECTRICITY AT WORK REGS 1989

All electrical equipment brought into the Community Centre must comply with the Electricity at Work Regulations 1989, have a current PAT Test certificate and shall be used in a safe manner. If the Caretaker on visual inspection considers an item unsafe it must be removed from the premises.

32. ACCIDENTS/DANGEROUS OCCURENCES

The Hirer must report all accidents involving injury to the public to the Caretaker as soon as possible. Any failure of equipment, either that belonging to the Council or brought in by the Hirer must also be reported to the Caretaker as soon as possible. Certain types of accidents must be reported in accordance with RIDDOR (the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995).

33. INJURY TO THE PERSON

The Council will not be liable for the death or injury to any person attending the Centre or for any losses claims demands actions proceedings damages costs or expenses incurred by the Hirer except where such death injury or loss is due to the negligence of the Council.

34. ALTERATIONS

The Hirer shall not carry out any alterations to the Centre, nor shall he fix or make fixings for any apparatus, equipment or decorations without the prior written permission of the Manager.

35. SAFEGUARDING CHILDREN

The following clause applies to Clubs, Groups, Organisations and individuals delivering services that involve children aged 18 years and under.

In the case of all Clubs, Groups, Organisations and individuals that host activities for people less than 18 years of age on a regular basis, the Hirer must provide the Council with the name of their Safeguarding Representative (Welfare Officer). This person will be suitably trained and have undergone a D.B.S. (Disclosure and Barring Service) check and will be responsible for ensuring that agreed standards are met by the club. The Hirer must inform Gedling Borough Council of any amendments to this information.

All junior sports clubs that belong to a recognised National Governing body of sport must achieve Clubmark or equivalent within twelve months from the start of the booking. Where there is no appropriate Governing Body organisation, the Hirer will produce a Child Protection Policy that is agreed by the council and signed by the club within 6 months from the start of the booking.

The Council will give assistance in relation to training and checking of the Welfare Officer and the production of a Child Protection Policy and Procedures.

36. EQUALITIES

The Hirer is required to ensure compliance with the Council's Equal Opportunity Policy, a copy of which is available on Gedling Borough Council's Website: www.gedling.gov.uk and will be provided to the Hirer on request. Failure to comply with this policy will result in the termination of the hire without the Council accepting liability.

37. SPECIAL CONDITIONS

The Council may if it is considered necessary, apply special conditions to any letting provided that written notice of such special conditions shall have been submitted to and accepted by the Hirer prior to the letting being made.

38. BREACH OF CONDITIONS

Upon any breach of the foregoing terms and conditions by the Hirer the Community Centre Manager may terminate the hiring forthwith, both as to the occasion of the said breach and as to any future bookings, even if the period of hire has not expired. The Hirer shall be liable to pay the Council the full amount payable under the foregoing regulations and conditions.

In addition, the Council may charge to and recover from the Hirer any expenses incurred by the Council in remedying any such failure to comply with the foregoing conditions, including the cost of employing attendants, workmen, cleaners or other persons as may be appropriate.

39. DEFINITIONS

All references to the Council shall be deemed to include reference to its authorised officers or other persons or bodies authorised in writing by Gedling Borough Council and all references to the Caretaker shall be deemed to include the person in charge of the Centre at any particular time.

40. INTERPRETATION

Any question arising as to the interpretation of these conditions or of the charges shall be determined by the Council, whose decision shall be final.

41. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the avoidance of doubt nothing in this agreement shall confer on any third party any benefit or the right to enforce any term of this Agreement except where otherwise agreed in writing by the parties to this Agreement.

PRIVACY NOTICE

We will use the information provided by you to process your booking. The basis of which the Council uses personal data for this purpose is that it is necessary for the performance of a contract between you and the Council. You need to provide this information if you wish to enter into a contract with the Council for the purpose of booking Council facilities. The Data Controller is Gedling Borough Council, Civic Centre, Arnot Hill Park, Arnold, Nottingham NG5 6LU The Data Protection Officer can be contacted at the above address or by email at dataprotectionofficer@gedling.gov.uk. Further information including how long we retain your data, who we share it with and your rights can be found at www.gedling.gov.uk/resident/community/privacynotice/