

PENPARCAU COMMUNITY CENTRE STANDARD CONDITIONS OF HIRE

If the HIRER is in any doubt about the meaning of the following, the Trustees or Forum Co-ordinator should immediately be consulted.

For the purposes of these conditions, the term HIRER shall mean any individual hirer or, where the hirer is an organisation, the authorised representative.

1. Supervision

THE HIRER will, during the period of the hiring, be responsible for the 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. THE HIRER shall ensure that no activities shall take place that would be offensive to the Forum or the community of Penparcau.

2. 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, nor allow the consumption of alcohol thereon without written permission. THE HIRER shall have use of the specified rooms, excluding the Office (which will be kept locked at all times). No items belonging to THE HIRER are to be stored on the premises unless with prior agreement. Hirers are reminded that they are responsible for any accident or injury arising out of the activity for which they have booked the premises. It is the responsibility of THE HIRER to ensure that the premises are safe for the purposes for which they intend to use them.

3. Licences

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. THE HIRER shall be responsible for obtaining such licences under the Licensing Act 2003 as may be needed whether for the sale or supply of alcohol or for supplying or performing music or other entertainment. (Further details are available from: The Licensing Section, Ceredigion County Council, Penmorfa, Aberaeron, SA46 OPA. Tel: 01545572179).

THE HIRER shall ensure that no alcoholic liquor is sold or consumed on the premises without firstly informing Penparcau Community Forum **and** obtaining relevant licences from the Local Authority.

4. Public Safety Compliance

THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays. THE HIRER shall make all users aware of the fire exits and where to meet in the event that the building has to be vacated. In such circumstances, users should leave the building as quickly as possible without stopping to gather belongings.

5. Health and Hygiene

THE HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. Only cooking appliances already supplied in the kitchen may be used.

6. Electrical Appliance Safety

THE HIRER shall ensure that any electrical appliances brought to the premises and used therein shall be safe and in good working order and used in a safe and proper manner. PENPARCAU COMMUNITY FORUM accepts no responsibility for damage or injury caused by such appliances.

7. Indemnity

THE HIRER should ensure that they have public liability or other insurances to cover any risks or property which THE HIRER feels are not adequately covered. THE HIRER shall indemnify PENPARCAU COMMUNITY FORUM for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings that may occur during the period of the hiring as a result of the hiring, or for any failure to secure any licences referred to in CLAUSE 3 or other statutory requirements. THE HIRER shall be responsible for making arrangements to insure against any third-party claims that may be made against him or her (or the organization if acting as a representative) arising out of negligence while using the Centre.

8. Accidents and Dangerous Occurrences

THE HIRER must report all accidents involving injury to the public in the 'Accident Book' (as well as informing a member of staff) as soon as possible. Any failure of equipment whether belonging to the premises or brought in by THE HIRER must also be reported as soon as possible. The 'Accident Book' is located in the Office.

9. Animals

THE HIRER shall ensure that no animals (including birds) except guide dogs are brought into the premises unless special written consent is provided by PENPARCAU COMMUNITY FORUM.

10. Compliance with The Children Act 1989

THE HIRER shall ensure that any activities for children comply with the Children Act 1989. It should be noted that PENPARCAU COMMUNITY FORUM does not accept responsibility for any Child Protection problems that may arise during the course of your booking. As THE HIRER you are responsible for safety and Child Protection issues.

Please note that if any Child Protection incident does occur that involves referral to any authority (e.g. the Police or Social Services) outside your group then it is essential PENPARCAU COMMUNITY FORUM is informed. Please contact the Forum Co-ordinator or members of staff — Tel: (01970) 611099.

11. Bouncy Castles

For Groups who will be using a Bouncy Castle:

Government statistics indicate that every year there are approximately 10,000 accidents resulting in injuries to children arising from the use of inflatable bouncy castles within the UK. Many of the injuries were serious, including broken bones and severe lacerations.

HIRERS MUST ENSURE THAT THE FOLLOWING CONDITIONS ARE MET WHEN BRINGING BOUNCY CASTLES ONTO THE PREMISES:

The equipment should be hired from reputable hire companies, and set up, operated and supervised by the hire company's own staff. Before hiring a bouncy castle, ensure that the hire company:

- fully complies with the safe use and operation of play inflatables, including bouncy castles guidance issued by the PIPA Inflatable Play Inspector Scheme. This guidance can be downloaded from www.pipa.org.uk
- employees are suitably experienced and well trained adult personnel. They shall be responsible for setting up, operation and supervision of the bouncy castle;
- provides evidence of a current public liability insurance policy with a limit of indemnity of at least £5 million.

12. Cancellation

- PENPARCAU COMMUNITY FORUM reserves the right to cancel the hiring event in unforeseen circumstances but shall provide such notice as is reasonable and THE HIRER shall be entitled to a refund of any payment paid.
- PENPARCAU COMMUNITY FORUM reserves the right to cancel this hiring in the event of the Centre being required for use by the Forum, in which case THE HIRER shall be entitled to a refund of any monies already paid for that hiring. (THE HIRER will not be entitled to any loss of earnings as a result of any such cancellation).
- PENPARCAU COMMUNITY FORUM reserves the right to refuse any booking without notice or to cancel this Hiring Agreement at any time either before or during the term of the agreement. In the case of a long-term hiring agreement, this shall be subject to one month's notice in writing being given to THE HIRER, unless mutually agreed otherwise. THE HIRER shall be entitled upon such notice to reimbursement of monies for hirings not yet completed as shall remain, but PENPARCAU COMMUNITY FORUM shall not be liable to make any other payment to THE HIRER.
- If THE HIRER wishes to cancel within three weeks of the event/s, PENPARCAU COMMUNITY FORUM may at its discretion retain the deposit or require payment of the balance if an alternative event could have been arranged or cannot be arranged following the cancellation.

13. End of Hire

- At the end of the hiring THE HIRER shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured, unless directed otherwise, and that any contents temporarily removed from their usual positions be properly replaced. A charge may be made in default.
- If an arrangement involving the return of the Centre key(s) to the Forum Co-ordinator has been made, this must be done promptly. In case of any of these conditions not being adhered to, PENPARCAU COMMUNITY FORUM reserve the right to make an additional charge and/or to cancel future bookings.

14. Noise

- THE HIRER shall ensure that minimum noise or disturbance is caused to neighbours. Users should be asked to leave the premises quietly and with respect for neighbours.

15. Smoking

- THE HIRER shall ensure that there is no smoking on the premises. Smoking is prohibited throughout the building, with no exceptions. It is your responsibility to ensure the law is enforced.

16. Unfit for Purpose

- In the event of the Hall or any part thereof being rendered unfit for the purpose for which it has been hired, PENPARCAU COMMUNITY FORUM shall not be liable to THE HIRER for any resulting loss or damage whatsoever.