



Wootton & Dry Sandford Community Centre

Lamborough Hill, Wootton, Oxfordshire OX13 6DA

HIRING AGREEMENT (Revised Jan 2013)

WOOTTON & DRY SANDFORD COMMUNITY CENTRE

CONDITIONS OF HIRE

DEFINITIONS:

The HIRER is the person, not under the age of 18 years, who is hiring the PREMISES, or the Authorised Representative of the organisation hiring the PREMISES

The DIRECTORS shall mean the directors/trustees of Wootton & Dry Sandford Community Centre Limited who are responsible for the operation of the Wootton & Dry Sandford Community Centre

The PREMISES are the Wootton & Dry Sandford Community Centre including the car park and areas immediately adjacent.

RESPONSIBILITIES OF THE HIRER

1. The HIRER shall, during the period of hire, be responsible as far as reasonably practical 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 the proper supervision of car parking arrangements so as to avoid obstruction of the highway.
2. The HIRER shall be in charge and be present at the PREMISES during the whole time that they are open for Regulated Entertainment (see Clause 15). The person in charge shall not be engaged on any duties which will prevent him/her from exercising general supervision.
3. The HIRER, prior to the period of hire, shall confirm in writing that instruction has been received in the following:
 - The action to be taken in the event of fire. This includes evacuating the PREMISES and calling the Fire Brigade.
 - The location and use of fire fighting 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 a Regulated Entertainment (see Clause 15) the HIRER shall CHECK the following items:

- That all fire exits are unlocked and panic bolts in good working order (Fire doors should normally be kept closed)
- 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 are no obvious fire hazards on the PREMISES

At the commencement of a Regulated Entertainment (see Clause 15) the HIRER shall announce to the attendees the actions to be taken in the event of a fire or other need to evacuate the PREMISES. (See notice displayed in the entrance lobby for information on the location of fire fighting appliances and emergency exits).

4. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the DIRECTORS verbally and in writing.
5. The HIRER shall ensure that no smoking takes place anywhere within the buildings.
6. The HIRER shall take all reasonable measures to prevent drunk and disorderly behaviour on the PREMISES and shall not serve alcohol to any person suspected of being drunk or under the age of 18. Please see the attached schedule "HIRER'S RESPONSIBILITIES REGARDING THE PROVISION OF ALCOHOL"
7. The introduction, sale or use by any users of the PREMISES of illegal drugs, whether in the building or within the curtilage is forbidden and constitutes misuse of the PREMISES. The HIRER is advised that breaching this condition will entail the automatic loss of any deposit paid and possible refusal of further bookings.

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Company Number: 6441376 Charity Number: 1121899

8. The HIRER shall not use the PREMISES for any purpose other than that described in the Hiring Agreement, nor sub-hire or use the PREMISES or allow the PREMISES to be used for any unlawful purpose, nor do anything or bring anything into the PREMISES which may endanger the same or render invalid any insurance policies in respect thereof. The HIRER shall not publicly or otherwise advertise any function until notification in writing has been received confirming the booking.
9. The HIRER shall not make any alteration or addition 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 without the prior approval of the DIRECTORS.
10. The HIRER shall ensure that nothing is done on or in relation to the PREMISES in contravention of the law relating to gaming, betting or lotteries, including Bingo and other games of chance. The HIRER shall NOT permit:
 - a) the consumption or the sale of alcoholic liquor on the PREMISES, and/or,
 - b) the provision of Regulated Entertainment (see below) on the PREMISES,
 without prior application to the DIRECTORS at least 3 weeks in advance of the event and receiving written permission from the DIRECTORS.

In addition the HIRER must comply with the Licensing Act 2003 which covers the sale of alcohol (including the supply alcohol where the cost is included in the ticket price) and the provision of Regulated Entertainment which is defined as the provision of entertainment in the presence of an public audience (including events for which no charge is made) and Includes: the performance of a play; an exhibition of a film; an indoor sporting event; boxing or wrestling entertainment; a performance of live music; any playing of recorded music; a performance of dance or entertainment of a similar description to live music, recorded music or dance.

11. The PREMISES are covered for PRS (Performing Rights Society) purposes.
12. The HIRER shall, if serving or selling food, observe all relevant food health and hygiene legislation and regulations. Food may only be prepared on the premises in Kitchen 1 with the prior approval of the DIRECTORS. Kitchen 2 is not a catering kitchen, and is meant for light refreshments only.
13. 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. **ALL ELECTRICAL EQUIPMENT USED ON THE PREMISES MUST BE PAT TESTED.**
14. The HIRER shall comply with all conditions and regulations made in respect of the PREMISES by the Fire Authority, Local Authority, the Licensing Authority 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. Please see the attached schedule "HIRER'S RESPONSIBILITIES REGARDING THE PROVISION OF ALCOHOL" which sets out your responsibilities if your event includes the provision of alcohol
15. **REGULATED ENTERTAINMENT:** The HIRER shall ensure that there are a minimum of two stewards on duty in the PREMISES when they are being used for public entertainment. When the PREMISES are being used for pop or disco dances the number of stewards shall be increased to six. These stewards shall not be less than 18 years of age and shall be under the control of the HIRER. The responsibilities of the stewards shall include the control of admission, the general supervision of the conduct of the PREMISES, the fulfilment of the fire regulations and the evacuation of the PREMISES in the case of fire or other emergency. The Hirer shall ensure that all persons on duty are fully conversant with the procedure to be adopted for the evacuation of the PREMISES and are familiar with the location and use of the fire fighting equipment available. If the HIRER requires attendees or their bags to be searched then Security Industry Authority (SIA) registered door supervisors must be employed.
16. The HIRER shall ensure that no activity takes place in the PREMISES which could result in any danger to the public. Specifically, no flammable substances shall be brought into or used in any part of the PREMISES. Balloons filled with flammable gas shall not be permitted on the PREMISES. (Helium is not flammable.) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool etc.) shall be erected without the consent of the DIRECTORS. No real flame or cylinders for storage of air or other gases or liquids under pressure shall be used without the permission of the DIRECTORS.
17. The HIRER shall at no time exceed the maximum capacities for which the PREMISES are licensed. These are as follows:

Main Hall	Function room 1	Function room 2	Function room 3
Formal Dance: 104 Informal Dance: 140 Informal Lunch/Dinner: 120 Formal Dinner: 129 Stage Performances (all Seated): 192	Dinner/Bingo etc: 60 Conference Style: 88	Not to exceed 70	Not to exceed 60

18. The HIRER shall notify the DIRECTORS within 48 hours of any accident causing injury to any person or to any property within the PREMISES and indemnify the DIRECTORS for the cost of repair of any damage done to any part of the property, including the surrounding area thereof, or the contents of the building, including property belonging to third parties, which may occur during the period of hiring or as a result of the hiring. All injuries to persons should be recorded in the Accident Book kept on the PREMISES.

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19. The HIRER shall be liable for charges as follows in the event of cancellation, unless cancellation is caused by a problem with the premises (e.g. no heating, burst pipe etc) :
 - More than 2 weeks notice – no charge
 - Less than 2 weeks notice – 50% of the original hire charge will be payable
 - Less than 24 hours notice – 100% of the original hire charge will be payable
20. The HIRER shall be responsible for ensuring that the PREMISES are properly locked and secured after the period of hire and if during any period when the PREMISES are unoccupied, unless directed otherwise. Specifically for ensuring that all doors - (internal and external) are closed and locked as appropriate and the intruder alarm system is correctly set. (Separate instructions are available explaining the operation of the intruder alarm system)
21. The HIRER shall be responsible for leaving the PREMISES and surrounds in a clean and tidy condition and fit for use by the next hirer. If your function is booked over a weekend then additional cleaning can be pre-arranged through the booking clerk who will advise current rates and invoice separately after your function. There will be an additional admin fee of 10% of the cleaning bill made by the Community Centre for putting such arrangements in place. If after your function the premises are found to be not in a clean and tidy state then additional costs for cleaning will be payable at 1.5 times the usual rate. Any contents temporarily removed from their usual positions should be properly replaced. Specifically the hirer shall ensure that all the window curtains are open, the stage curtains closed (using handle), the folding chairs are repacked securely onto their trolleys, the red chairs stacked in the store room, and all emergency exits clear of obstruction. Failure to comply with these conditions will render the HIRER liable for forfeit of deposit or additional charges.
22. The HIRER is requested to discourage the wearing of stiletto heels or other footwear that could cause damage to the floor surface.
23. The HIRER shall be responsible for the removal of ALL RUBBISH (including recycling materials and waste food created by the HIRER) from the PREMISES. On no account may food of any description be left on the PREMISES. If additional weekend cleaning is requested, (see para 21) this does not remove the requirement for you to **TAKE ALL RUBBISH AWAY WITH YOU** at the end of your hiring period. Please note that hirers are required to provide their own black sacks, dish cloths, washing up liquid and tea towels.
24. The HIRER shall ensure that no unauthorised heating appliances are used on the PREMISES.
25. The HIRER shall ensure that the PREMISES are not used for public entertainment except between the hours of 0900 and midnight unless special permission has been issued by the Vale of White Horse District Council and by the DIRECTORS. The Hirer shall ensure that any noise from the PREMISES will not disturb neighbours and that persons arriving, leaving or using the PREMISES do not cause annoyance to neighbours.
26. The HIRER shall not use or interfere with the property of other users of the PREMISES, whose equipment is rightly stored or installed on the PREMISES, without written agreement from the Club or Society concerned. This includes: stage lighting, scenery, sports equipment, pre-school play equipment and any crockery and cutlery belonging to individual Clubs and Societies. Note: use of 'Bouncy Castles' and other tall apparatus is NOT permitted in the building without the prior approval of the DIRECTORS – they can be used outside provided they are properly attended at ALL times and with appropriate insurance
27. All frequent hirers are required to renew their contracts annually usually at the AGM and must hold a current Public Liability Insurance, First Aid/er, Child Protection and Health and Safety policies, which must be submitted with the booking form for inspection.
28. Casual users must either hold their own Public Liability Insurance (this may be covered under your house insurance) or use the DIRECTORS's insurance at a charge of £5.00 per booking.

RESPONSIBILITIES OF THE DIRECTORS

29. The DIRECTORS will make reasonable endeavours to ensure the PREMISES are in a clean and tidy condition prior to hiring, and that various facilities are in satisfactory working condition. HIRERS are however reminded that the PREMISES are maintained by largely voluntary effect and the DIRECTORS cannot be held liable should the PREMISES or facilities be in an unsatisfactory state
30. The DIRECTORS reserve the right to cancel the Hirer's booking in the event of:
 - a. the PREMISES being required for use as a Polling Station for Parliamentary Election or Local Government Election or By Election;
 - b. the decision by the District Council that the hiring will lead to a breach of licensing conditions or would be illegal
 - c. the PREMISES being required as an emergency shelter.
 - d. the PREMISES being rendered unusable or unsafe.
 in which case the HIRER is entitled to a refund of any monies paid, but the DIRECTORS shall not be liable to the HIRER for any direct or indirect loss.
31. The DIRECTORS shall not be liable to the Hirer for any loss or damage resulting from the PREMISES being rendered unfit for the use for which it had been hired.
32. The DIRECTORS accepts no responsibility for any stored equipment or other property brought on to or left at the PREMISES. All equipment and other property (other than stored equipment) must be removed at the end of each hiring.

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33. Police Officers, DIRECTORS Members, Fire Service, Environmental Health Inspectors and Trading Standards Officers shall have free access to all parts of the PREMISES during the hiring.

NOTES

34. Any questions regarding the interpretation of the Conditions of Hire should be referred to the Chairperson of the DIRECTORS.
35. Please note that use of the Kitchens must be separately booked and that hire of the Main Hall does not include the use of any Function Rooms for use as dressing rooms etc.

October 2012

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FIRE INSTRUCTIONS FOR HIRERS

If you hire any part of the Wootton & Dry Sandford Community Centre you assume the responsibility of the FIRE WARDEN in the event of a fire or other emergency.

You have the responsibility for organising the evacuation of all attendees from the building and directing them out of the premises by the nearest available exit route. You will be asked to account for all attendees at the assembly point.

You **MUST** keep a check on the number of people attending your function with a register so you know how many to account for in the event of an evacuation.

IF THE FIRE ALARM SOUNDS, ALL SHUTTERS IN KITCHENS WILL CLOSE AUTOMATICALLY (BEWARE! DO NOT OBSTRUCT SHUTTERS OPENING OR CLOSING AT ANY TIME!) AND THE DOORS BETWEEN AREAS A & B AUTOMATICALLY OPEN

1. If you discover a fire (or one is reported to you) make everyone aware immediately by shouting:
"FIRE! PLEASE LEAVE THE BUILDING BY THE NEAREST AVAILABLE EXIT".
2. Nominate a person to call the fire brigade. The nearest public phone is next to the carpet shop in Besselsleigh Road.
3. Usher the attendees firmly but courteously out of the building using the nearest available exit route. Discourage them from lingering or attempting to visit other parts of the building to retrieve their belongings etc.
4. A steward should be allocated to each wheelchair bound and disabled person to assist with evacuation. Complete evacuation is quicker if able-bodied people exit first.
5. When the area is clear, make your own way out of the building and proceed to the assembly points as below:
AREA A is on grass area between Community Centre and the Children's Play enclosure.
AREA B is near the multigames area (youth shelter)
6. Check people numbers / register and remain outside the building with your party until you are advised by the fire brigade it is safe to re-enter.
7. Please ring KEVIN LANGLEY on 01865 739355 or Judy Phipps on 01865 735865

REMEMBER FIRE AND SMOKE CAN KILL IN MINUTES

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HIRER'S RESPONSIBILITIES REGARDING THE PROVISION OF ALCOHOL

According to Paragraph 6 of the Conditions of Hire you are responsible for taking all reasonable measures to prevent drunk and disorderly behaviour on the PREMISES and for ensuring that alcohol is not served to any person suspected of being drunk or under the age of 18.

Allowing the sale of alcohol to a child could be harmful and is a criminal offence which could result in a fine or possible prosecution.

The activity of proxy purchasing (where an adult purposefully buys alcohol for a person under the age of 18) is also an offence.

It is your responsibility to check the age of the person to whom alcohol is being supplied if that person appears to be under 18.

In order to do this, you must ask them to produce identification that shows:

- Their photograph
- Their date of birth
- A holographic mark

Examples of acceptable ID include:

- Photo card driving licences
- Passports or proof of age cards bearing the PASS hologram

Other forms of ID which meet the criteria laid out above are also acceptable.

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CHECKLIST FOR HIRERS

Please read the **CONDITIONS OF HIRE** for full details of your responsibilities under the **HIRING AGREEMENT**.

1. THE ROOM/S MUST BE SWEEPED/VACUUMED AFTER YOUR EVENT. DUSTPAN & BRUSHES IN KITCHENS AND STORE CUPBOARDS.
2. THE KITCHEN SURFACES MUST BE CLEANED (CLOTHS AND SPRAY CLEANER ARE PROVIDED FOR THIS).
3. Bag up and remove ALL rubbish and recycling from your event.
4. Return ALL furniture to the stores stacking safely.
5. Blue chairs on trolleys to be parked in store safely with safety strap in place.
6. ALL FIRE EXITS MUST BE KEPT CLEAR AT ALL TIMES.
7. OPEN curtains on leaving (use curtain cords) – this is FIRE PREVENTION.
8. CLOSE stage curtains via turning handle (on left as you look at stage).
9. REPLACE any/all socket covers that you have removed for child safety.
10. SWITCH OFF ALL LIGHTS AND APPLIANCES- Kettles, urns etc., and empty please.
11. DISHWASHER- Please follow instructions carefully – empty after use.
12. Check all windows, doors securely closed and toilets and taps turned off.
13. A notebook is provided for any problems/difficulties you may have experienced as you arrive regarding the cleanliness/condition of the facilities you have hired. Comments are welcome to aid our cleaning and maintenance teams in the up-keep of the premises

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