STANDARD CONDITIONS OF HIRE

These standard conditions apply to all hiring of NSDC managed Housing Community Centres as detailed in appendix 3. If the Hirer is in any doubt as to the meaning of any of these conditions, please contact Customer Services, on 01636 650000.

THE HIRER

1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for always overseeing and being on the premises when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for: 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.

PREMISES

3. 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 from NSDC.

4. Availability of premises

The premises shall normally be available for hire on any day of the week from 08.00am until 10.00pm where there is no prior booking. Specific hire arrangements can be discussed to meet individual circumstances and needs.

At the discretion of NSDC a maximum of 15 minutes preparation and 15 minutes cleaning time may be granted before and after the time of the hire period. Otherwise, the Hirer must include all necessary preparation and cleaning time in the hire period they book.

5. Keys

The Hirer shall be responsible for all keys/codes given to them for access to the community centre and equipment stored therein on the following conditions:

(a) they will not be copied

(b) they will not be passed to a third party

(c) if lost, the loss will be immediately reported to NSDC

(d) in the event of loss, the Hirer will be responsible for the cost of replacement including the changing of locks, if necessary.

6. Gaming, betting and lotteries

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.

7. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of NSDC accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

8. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales.

9. Stored equipment

NSDC accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

NSDC may use its discretion in any of the following circumstances:

(a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.

(b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in NSDC 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.

10. No alterations

No alterations or additions may be made 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 written approval of NSDC. Any alteration, fixture or fitting or attachment so approved shall at the discretion of NSDC remain in the premises at the end of the hiring. It will become the property of the community centre unless removed by the hirer who must make good to the satisfaction of NSDC or, if any damage caused to the premises by such removal.

11. Attachment of decorations, posters etc.

No pins, nails or permanent fixers are to be used on the walls or woodwork; Blu-tack or equivalent is acceptable. All decorations, posters etc. used must be removed cleanly at the end of the hire period.

SAFETY

12. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the community centre's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, which is attended by children. The Hirer shall also comply with the Community Centre's Safety Instructions.

(a) The Hirer acknowledges that they have read this information in relation to the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the community centre.
- 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.

(b) In advance of an event 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 are no obvious fire hazards on the premises.

13. Means of escape

(a) All means of exit from the premises must be kept free from obstruction and immediately available for

instant free public exit.

(b) 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).

14. Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be reported immediately to NSDC.

15. Health and hygiene

The Hirer shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. The premises are provided with a refrigerator for the storage of chilled food items.

16. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be certified as safe and in good working order. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety.

17. Accidents and dangerous occurrences

If the Hirer is a group, all accidents involving injury to the public must be recorded and investigated within the group's reporting procedures. If the Hirer is an individual, all accidents involving injury to the public must be reported to NSDC. Any failure of equipment belonging to the NSDC Community Centre must be reported as soon as possible to NSDC Customer Services.

18. Explosives and flammable substances

The Hirer shall ensure that:

(a) Highly flammable substances are not brought into, or used in any part of the premises and that

(b) no internal decorations of a combustible nature (e.g., polystyrene, cotton wool) shall be erected without the consent of NSDC.

19. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. The Community Centre has a 'No Smoking & No Vaping' Policy and a 'No Naked Flame' Policy (for example no indoor fireworks, no chafing dishes etc. will be allowed).

20. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of NSDC. The Hirer shall ensure that heating systems are not tampered with, and timing mechanisms are not altered.

21. Third-Party Entertainment / Bouncy Castles

Bouncy Castles or other such sports, leisure or entertainment equipment is NOT permitted within the community centre or grounds.

The Hirer shall ensure that any third-party entertainer booked, or any supplier of equipment used at an event, holds the necessary insurance/permits required and their equipment is appropriately certified to be used.

22. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be permitted.

23. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

24. Animals

The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the premises. No animals whatsoever are to enter the kitchen at any time.

25. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film shows. See item 7.

26. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any

noise limitation device provided at the premises and comply with any other licensing condition for the premises.

27. Cleaning & end of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise NSDC shall be at liberty to make an additional charge. This includes returning tables and chairs to their original position if having been moved during the period of hire.

28. Rubbish Disposal

At the end of the hire period, all waste must be bagged and tied before being placed in the appropriate bin outside the community centre. If a large amount of waste is produced during the event, then Hirers are required to take this away with them.

INSURANCE & LICENCING

29. Insurance and indemnity

(a) The Hirer shall be liable for:

(i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises

(ii) all claims, losses, damages and costs made against or incurred by NSDC, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and

(iii) all claims, losses, damages and costs made against or incurred by NSDC, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of NSDC employees, volunteers, agents and invitees against such liabilities.

(b) The Hirer shall take out adequate insurance to ensure such liability and on demand shall produce the policy and current receipt or other evidence of cover to NSDC. Failure to

produce such policy and evidence of cover will render the hiring void and enable the centre to be rehired to another hirer.

NSDC is insured against any claims arising out of its own negligence.

30. Licensable activities

The sale of alcohol is not permitted at any time on the premises.

If licences for music or movies are required in respect of any activity in the community centre the Hirer should ensure that the relevant licence is in place. Support is available for community groups to understand and apply for licences. Please contact Getinvolved@newark-sherwooddc.gov.uk or call Customer Services on 01636 650 000.

31. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

32. 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.

33. Breach of conditions

Upon any breach of the foregoing terms and conditions by the Hirer NSDC 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.

34. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the community centre is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of NSDC.

NSDC reserves the right to cancel this hiring by phone, email or written notice to the Hirer in the event of:

(a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election

(b) NSDC reasonably considering that

(i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or

(ii) unlawful or unsuitable activities will take place

at the premises as a result of this hiring

(c)the premises becoming unfit for the use intended by the Hirer

(d)an emergency requiring use of the premises as a shelter for the victims of flood, 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 NSDC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

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.

Data Protection Statement

Newark and Sherwood District Council will only process any personally identifiable information that you provide in accordance with its responsibilities under the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

Further details of how the Council will manage your personal information are contained within the Privacy Notice which can be found on the Council's website: www.newark-sherwooddc.gov.uk/privacynotice