**Ferndale Community Tenants Group Hirers Agreement Policy**

General Rules Governing the Use of Premises

**1. Use of centre**

Use of the centre and its facilities is subject to the following rules and, in the case of hirers, to the conditions incorporated in the hiring agreement.

**2. Equal opportunities**

Users of the community centre must comply with the Equality Act 2010. They must ensure that the community centre is open to all members of the community regardless of sex, sexual orientation, nationality, age, disability, race, or of political, religious or other opinions.

**3. Applying to use the centre / Other MANAGED BUILDINGS**

1. Application for use of the centre shall be made to the Chair / Secretary.
2. The FERNDALE COMMUNITY TENANTS’ GROUP Management Committee reserves the right to refuse an application to use the facility.
3. All arrangements for the use of centre facilities are subject to the Association 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. Sections and affiliated groups of the Association shall normally have priority use of its facilities, but all arrangements to hire facilities made with outside bodies and individuals shall be honoured by the Association except as provided for in (c) above.

**4. Hours of opening**

Facilities are normally available between the hours of ....8.30am..... and ....20.30… on weekdays and .08.03am.... and ....20.30......... on Sundays.

In exceptional cases, these hours may be extended on application to the Management Committee.

**5. Maximum capacity**

The maximum capacity of individual rooms is as follows:10 (Ten)

and on no account, shall these figures be exceeded[[1]](#footnote-1).

**6. Safety requirements**

All conditions attached to the granting of the centre’s Premises Licence or other licences shall be strictly observed. Nothing shall be done which will endanger the users of the building or invalidate the policies of insurance relating to it and to its contents :

1. obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be immediately available for free public egress;
2. all groups are expected to co-operate in the fire drills which may be arranged at varying times to familiarise users with evacuation procedures;
3. the emergency lighting supply must be turned on during the whole time the premises are occupied and must illuminate all exit signs and routes[[2]](#footnote-2);
4. firefighting apparatus shall be kept in its proper place and only used for its intended purpose;
5. the Fire Service shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Lettings Officer;
6. highly flammable substances shall not be brought into or used in any part of the premises. No internal decorations of a combustible nature (such as polystyrene, cotton, etc.) shall be undertaken or erected without the consent of the Management Committee;
7. no unauthorised heating appliances shall be used on the premises;
8. [EITHER[[3]](#footnote-3)]: The First Aid box shall be readily available to all users of the premises. It is in The Community Hub. and must be returned after use. The Lettings Officer must be informed of any accident or injury occurring on the premises; [OR:] hirers and leaders of other groups are advised that no First Aid Box is provided by the Management Committee for general use and each group using the premises is required to make its own provision;
9. all electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989 and any subsequent legislation[[4]](#footnote-4). The Management Committee disclaims all responsibility for all claims and costs arising from the use of any equipment that does not so comply.

**7. Supervision**

The hirer or person in charge of an activity shall not be under 18 years of age and shall be on the premises for the entire period of hire or duration of the activity. S/he shall not be engaged in any duties which prevent him/her from exercising general supervision.

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 firefighting equipment provided.

**8. Safety of vulnerable people**

No activities or groups involving either children or vulnerable adults will be permitted on the premises except with the written agreement of the Management Committee, which will require that the relevant provisions of the Protection of Freedoms Act 2012, and any conditions required by the Office for Standards in Education (OFSTED) or by the local Social Services Department (as appropriate) are complied with before giving such permission.

All organisers of activities involving children and/or vulnerable adults are required to comply with the FERNDALE COMMUNITY TENANTS’ GROUP Safeguarding policy and the Management Committee reserves the right to exclude from the premises any organisation that fails to comply with this requirement. In the case of affiliated groups or outside hirers, it is the responsibility of the organisers of the activities concerned to ensure compliance with these requirements, so that only fit and proper persons have access to young children and/or vulnerable adults and that such persons shall always be in attendance upon children and/or vulnerable adults who are on the premises for the activities concerned.

**9. Supply of food and drink**

As the centre is not registered as food premises no food or drink shall be prepared on the premises and only dry goods such as packaged biscuits may be stored or served. Canned or bottled drinks are permitted, but beverages such as tea or coffee may only be prepared and consumed on the clear understanding that no milk may be kept in the centre for any longer period than two hours.

**10. Intoxicating liquor**[[5]](#footnote-5)

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the express permission in writing of the Management Committee, whose consent must also be obtained prior to seeking any relevant permission and/or to issue any Temporary Event Notice for the sale of alcoholic liquor (see also 13 below).

**11. Storage**

The permission of the Management Committee must be obtained before goods or equipment are left or stored at the community centre, except that the Lettings Officer is authorised to grant permission for the overnight storage of goods and equipment brought to the centre for a function or event.

**12. Loss of property**

The Association cannot accept responsibility for damage to, or the loss or theft of, centre users’ property and effects.

**13. Nuisance**

1. Litter shall not be left in or about the centre premises.
2. Except in the case of trained guide dogs for the blind, dogs shall only be permitted on the centre premises about organised activities such as dog training or dog shows.
3. Hirers and organisers of events in the community centre are responsible for ensuring that the noise level of their functions is not such as to interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property.

**18. Cleaning and security**

All use of centre premises and facilities is subject to the users accepting responsibility for returning furniture and equipment to their original position and for securing doors and windows of the premises as directed. All users shall also leave the premises and surroundings in a clean and tidy condition, as may be directed by the Lettings Officer.

**FERNDALE COMMUNITY TENANTS’ GROUP Hiring Agreement**

**This agreement is made between**

1. **Sutton Association of Barne Barton Residents (FERNDALE COMMUNITY TENANTS’ GROUP) and**
2. **the Hirer named below**

**Date(s) required:**

Date …………………………………………………….

Time required (Hours) ………………………………. From …………………………………………

Preparation/Set up ……………………………………….

.

***The Hirer***

(a) Name ……………………………………………………………………….

(b) Organisation ……………………………………………………………………….

(c) Name of Organisation’s

Authorised Representative ……………………………………………………………………….

Address ……………………………………………………………………….

………………………………………………………………………..

Contact Telephone Number(s) ……………………………………………………………………….

***Hire Fee***

Fee £…………………………………………………………………….

Deposit £…………………………………………………………………….

Balance £…………………………………………………………………….

The Hirer shall pay as the agreed deposit on signing this agreement and the balance of the on or before the date of the hire

Commercial Use? Yes / No

***Premises***

Whole of building Yes / No

If part of building, please specify .…………………………………………………………………….

.……………………………………………………………………..

.……………………………………………………………………..

Storage of equipment .…………………………………………………………………….

.……………………………………………………………………..

***Purpose/description of hiring***

…………………………………………………………………………………………………………………………………………………….

…………………………………………………………………………………………………………………………………………………….

Will this be a public or private event? Public / Private

***Is food to be provided at the event?*** Yes / No

The hirer agrees not to exceed the maximum permitted number of people per room including the organisers.

The Hirer agrees with the Association to be present (by the Hirer’s authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

Signed by the person named at 1.2(b) above, duly authorised, on behalf of the Association:

……………………………………………………………………………………………………………………………………………………

Witnessed by:

Name:

Signature:

Date:

[Please note that signatures do not need to be witnessed].

**SCHEDULE ONE**

**Standard Conditions of Hire**

These standard conditions apply to all hiring of the Association’s premises. If the Hirer is in any doubt as to the meaning of the following, the Bookings Secretary or other relevant person should immediately be consulted.

**1. Age**

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times 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.

As directed by the Association, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

**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-let 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.

**4. 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.

**5. Licensable activities**

The Association holds a joint PRS for Music Licence If other licences are required in respect of any activity in the premises, the Hirer should ensure that they hold the relevant licence or that the Association holds it.

**6. 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 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. The hirer shall also comply with the Association’s health and safety policy[[6]](#footnote-6).

1. The Hirer acknowledges that they have received instruction in the following matters:[[7]](#footnote-7)

* 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. (Include diagram of location when handing over keys);
* 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.

1. In advance of an entertainment or play 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.

**7. Means of escape**

1. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
2. 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).

**8. Outbreaks of fire**

The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Secretary of the Association [or state other relevant person].

**9. Health and hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations[[8]](#footnote-8). In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Safety (Temperature Control) Regulations 1995. The premises are/are not [delete as appropriate] provided with a refrigerator and thermometer.

**10. Electrical appliance safety**

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 and any subsequent legislation[[9]](#footnote-9). Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

**11. Insurance and indemnity**

1. 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

or the contents of the premises;

* 1. all claims, losses, damages and costs made against or incurred by the Association, its 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
  2. all claims, losses, damages and costs made against or incurred by the Association, 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 the Association’s Management Committee and the Association’s employees, volunteers, agents and invitees against such liabilities.

1. The Association shall take out adequate insurance[[10]](#footnote-10) to insure the liabilities described in sub-clause (a) (I) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Association shall claim on its insurance for any liability of the Hirer but the Hirer shall indemnify and keep indemnified each member of the Association’s Management Committee and the Association's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
2. Where the Association does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Association’s authorised representative. Failure to produce such policy and evidence of cover will render the hiring void and enable the Association to rehire the premises to another hirer.

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

**12. Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public to the Association’s Authorised Representative (named in 1.2 of the Hiring Agreement) or, failing that, to a member of the Association’s Management Committee as soon as possible and complete the relevant section in the Association’s accident book. Any failure of equipment belonging to the Association or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported[[11]](#footnote-11). The Authorised Representative will give assistance in making this report. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)[[12]](#footnote-12).

**13. Explosives and flammable substances**

The Hirer shall ensure that:

1. Highly flammable substances are not brought into, or used in any part of, the premises and that;
2. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Association. No decorations are to be put up near light fittings or heaters.

**14. 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 the Association. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

**15. Drunk and disorderly behaviour and supply of illegal drugs**

No alcohol is to be served on the premises. 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.

**16. Animals**

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 Association. No animals whatsoever are to enter the kitchen at any time.

**17. Compliance with the Protection of Freedoms Act 2012 and all other conditions relating to work with children and vulnerable adults**[[13]](#footnote-13)

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and subsequent legislation and that only fit and proper persons who have passed the appropriate Criminal Records Bureau (CRB) checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Association with a copy of their CRB Check and Child Protection Policy on request.

**18. 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 the Association’s Management Committee 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.

**19. 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. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed; as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers’ Recommended Retail Prices.

**20. 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[[14]](#footnote-14).

**21. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Association is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Association. The Association reserves the right to cancel this hiring by written notice to the Hirer in the event of:

1. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
2. the Association reasonably considering that
3. such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
4. unlawful or unsuitable activities will take place at the premises as a result of this hiring;
5. the premises becoming unfit for the use intended by the Hirer;
6. an emergency requiring use of the premises as a shelter 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 Association shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

**22. 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 the Association shall be at liberty to make an additional charge.

**23. 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.

**24. Stored equipment**

The Association accepts no responsibility for any stored equipment or other property brought onto 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.

The Association may use its discretion in any of the following circumstances:

1. 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;
2. Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Association 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.

**25. 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 the Authorised Representative. The Hirer must remove all such articles at the end of the hiring unless otherwise agreed with the Association. Any unauthorised articles left on the premises will be disposed of by the Association as it thinks fit. The Hirer will make good to the satisfaction of the Association any damage caused by such installation and removal.

**26. No rights**

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

**27. Dangerous and unsuitable performances**

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

**Form 3:** Sample specimen document to be given to all hirers

Opening and Closing the Community Centre

[A] The keys will be available from ……The Chair or Designated Committee Member………………. and, after locking up, must be returned there immediately;

OR [B] The Centre will be opened for your hiring by …Designated Committee Member………………………. and will be closed for you at the time you have indicated.

Please ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Please telephone …**07538891315**………. in case of difficulty.

Guests are expected to vacate the Premises within fifteen minutes of the end of a licensed period. After midnight (unless the event is New Year’s Eve and alternative arrangements have been agreed and confirmed in writing on behalf of the Association) only those helping to clear up the Centre should be on the Premises. Failure to comply with this will result in forfeiture of your deposit.

Safety

**Smoking or Vaping** on the Premises is not permitted.

In the event of a fire, the Premises should be evacuated in an orderly manner using the appropriate exits and the Fire Service called by dialling 999.

The exact location of the nearest telephone, fire exits and fire extinguishers must be noted before the Centre is occupied and the manner of opening Fire Doors should be made known to your guests. (An example sketch plan showing these is shown on the following page).

Please use the trolleys provided for moving chairs and tables in order to avoid injury. Please stack chairs and tables in the storeroom in the manner shown on the notice.

The Association’s health and safety file is kept in …The COMMUNITY HUB

A first aid box is in … The COMMUNITY HUB

Power Circuits/Heating

The heating controls are in The Community Hub Please let the booking secretary know if you need the Centre to be particularly warm or cold. Do not adjust individual radiators/heaters as this will result in the Centre being too cold or hot for subsequent users. The heating is timed to turn off at 10:30pm. Other circuits are timed to turn off at 11.45pm. Please warn your guests, band or disco of this.

Centre Telephone

[A] The Centre telephone is in …Community Hub... This is for emergency use only and has a list of contact numbers beside it.

Car Parking

The roads leading to the Centre are public roads and must not be obstructed.

Consideration for Others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents.

Please do not use drawing pins or any type of tape on the walls or other surfaces, use blue-tack if you need to put up notices or decorations. Do not fix decorations near light fittings or heaters.

Please leave the Centre clean and tidy and leave waste in the bins outside or take it home[[15]](#footnote-15). In particular we require you to ensure table tops are disinfected and wiped clean before being stacked in the cupboard.

Faults/ Damage/ Comments

Please report as soon as possible to the booking secretary any faults or damage so that they can be rectified quickly. The Management Committee welcomes comments or observations that you may have about your hire of the Centre.

Location and Use of Fire Equipment for Hirers

Provide floor plan with locations clearly indicated.

This Policy was adopted by Ferndale Community Tenants Group on August 2017

Signed Steve Medlin Chair

**Policy** **review date October 2019**

1. If there are other large rooms in the centre it will be necessary, in the light of your Fire Safety risk assessments, to add to the rules to define the limits clearly for each room. For more information on fire safety matters, see technical guidance note *‘Health and Safety: Fire Regulations & Checklists ‘* [↑](#footnote-ref-1)
2. This rule is strictly necessary where an automatic mains failure device is in operation. [↑](#footnote-ref-2)
3. Either complete this and delete the following paragraph or delete this paragraph, as appropriate. [↑](#footnote-ref-3)
4. For further information, see the Health and Safety Executive Publication Maintaining portable equipment in office and other low-risk environments: available for free download at [www.hse.gov.uk/pubns/indg236.pdf](http://www.hse.gov.uk/pubns/indg236.pdf) or free of charge from HSE Books, tell 01787 881165. [↑](#footnote-ref-4)
5. It may be that there are restrictive covenants or other requirements preventing sale or consumption of alcohol on the premises. If so, Rule 10 will need to be replaced with wording prohibiting drinking of alcohol in the building. [↑](#footnote-ref-5)
6. General Guidance on Health and Safety matters is in technical guidance note *‘Health and Safety in Community Buildings’* [↑](#footnote-ref-6)
7. It is the responsibility of the Association’s Management Committee to ensure that such instruction has in fact been given. This may be verbally (possibly including relevant demonstrations), in the form of a written leaflet, or in other appropriate way(s). The lists (a) and (b) following in this clause should be considered carefully in relation to the circumstances of any building. A more comprehensive list of possible matters is included in technical guidance note *‘Health and Safety: Fire Regulations & Checklists’*, Appendix 2. [↑](#footnote-ref-7)
8. For more information on provision of food, see technical guidance note *‘Food Safety and Food Hygiene’*. [↑](#footnote-ref-8)
9. See Note 10 - p.5 above. [↑](#footnote-ref-9)
10. For general information on insurance matters, see technical guidance note *‘Insurance for Community Organisations’*. For further help with insurance needs, contact Community Matters. [↑](#footnote-ref-10)
11. There is now a simple reporting system where all incidents may be reported to a single point. All accidents, diseases and dangerous occurrences may be reported to the Incident Contact Centre. Incidents can be reported by any of the following routes:

    • Telephone 0845 3009923

    • Internet - by completing the relevant form on the HSE website

    • By completing the relevant hard copy form and sending by facsimile - 0845 3009924

    • By post to: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG [↑](#footnote-ref-11)
12. For more Information, see technical guidance note *‘Health and Safety in Community Buildings’*. [↑](#footnote-ref-12)
13. For more information, see technical guidance notes *‘Safeguarding Children and Young People ‘, ‘The Criminal Records Bureau ‘*and *‘The Vetting and Barring Scheme ‘.* [↑](#footnote-ref-13)
14. See technical guidance note *‘Copyright Compliance’*. [↑](#footnote-ref-14)
15. NOTE that your local Council may have particular requirements related to disposal of waste - in particular, concerning recycling and similar considerations. This item may need re-wording to reflect local requirements. If necessary, consult your council’s Environmental Health or other appropriate department. [↑](#footnote-ref-15)