

**ERIC PAYNE COMMUNITY
CENTRE
ST FAITHS ROAD
ALCESTER
B49 6AG**

**HIRE AGREEMENT
TERMS AND CONDITIONS OF HIRE
& PRIVACY NOTICE**

JULY 2019

Definitions

For the purposes of this agreement and the conditions of hire, the term “Hirer” shall mean an individual hirer or, where the “Hirer” is an organisation that organisation. “Premises” means those parts of the Eric Payne Community Centre (EPCC), formerly the Jubilee Centre, stated on the online Booking Form being those subject to this Hire Agreement. “Booking” means the contract between the Hirer and Alcester Town Council as detailed and on the terms of this agreement of which the online Booking form and these conditions form part. If the Hirer is in any doubt as to the meaning of any of the conditions, the Centre Administrator should immediately be consulted.

Hiring agreement

In consideration of the Hire Charge, Alcester Town Council agrees to permit the Hirer to use the Premises for the use and for the period described in the online Booking Form. All details inserted in the online Booking Form are part of this Agreement. This Hiring Agreement includes the Standard Conditions set out below.

Terms and Conditions of Hire

These standard conditions apply to all Hirers of the EPCC. If the Hirer is in any doubt as to the meaning of the following, the Centre Administrator should immediately be consulted. Failure to comply with any of the conditions of hire will result in forfeiture of part or all of the refundable deposit.

1. 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 Centre Administrator, 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.

2. Use of Premises

The Hirer shall not use the Premises for any purpose other than that described in the online Booking Form 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. No Hirer, whether regular or casual, is permitted to use the EPCC address as a registered address unless this has been agreed in writing with Alcester Town Council in advance.

3. 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.

4. Licences

The Town Council holds a Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Centre the Hirer should ensure that they hold the relevant licence or the Centre holds it.

5. 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 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.

- (a) Prior to an event the Hirer shall ensure that they understand:
- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Centre.
 - The location and use of fire equipment.
 - Escape routes and the need to keep them clear.
 - Method of operation of escape door fastenings.
 - The importance of any fire doors and of closing all fire doors at the time of a fire.
 - The location of the assembly point in the car park.
- (b) At the start of an event the Hirer shall ensure:
- That all shutters are open
 - 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.

6. Means of Escape

All means of exit from the Premises must be kept free from obstruction and immediately available for instant free public exit.

7. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Centre Administrator.

8. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the Premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

9. 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. Where a residual circuit breaker is provided the Hirer **must** make use of it in the interests of public safety. All electrical equipment **must** be PAT tested.

10. Indemnity

The Hirer shall indemnify and keep indemnified Alcester Town Council, Council employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises (b) all claims, losses, damages and costs 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 (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the Premises by the Hirer.

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to Alcester Town Council **as soon as possible** and complete the relevant section in the Centre's accident book. Any failure of equipment belonging to the Centre or brought in by the Hirer must also be reported **as soon as possible**.

12. 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 the Centre Administrator. No decorations are to be put up near light fittings or heaters.

13. 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 Centre Administrator. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the Centre and avoid violent or criminal behaviour, 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. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. 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. The consumption of alcohol at events for 18 years and under is not permitted. No illegal drugs may be brought onto the Premises.

15. 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 Town Council. No animals whatsoever are to enter the kitchen at any time.

16. Compliance with The Children Act 1989

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 that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer, if a regular user, shall provide the Town Council with a copy of their Child Protection Policy on request.

17. 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 Town Council 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.

18. Cancellation

If the Hirer wishes to cancel a casual booking before the date of the event fourteen days' notice is to be given in writing or a refund will not be given, except in special circumstances at the discretion of the Town Clerk. The Town Council reserves the right to cancel any hiring by written notice to the Hirer in the event of:

- (a) the Premises being required for use as a Polling Station
- (b) the Town Council 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 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 money already paid, but the Town Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

19. End of Hire

The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition. Chairs and tables are to be stacked in the designated places or on the trolleys provided. All crockery, cutlery used must be washed, dried and put away. Rubbish must be removed from the Premises and placed securely in the bins in the car park. Any contents temporarily removed from their usual positions properly replaced, otherwise the Town Council shall be at liberty to make an additional charge. When it is necessary for the Town Council representative to spend longer than one hour in restoring the Premises to their original tidiness and cleanliness a deduction for labour costs will be made from the refundable deposit at the discretion of the Town Clerk.

20. 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.

21. Stored Equipment

The Town Council 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.

22. Car Park

A car park is available for Hirers to use but all vehicles and their contents are left at the owners' risk. The car park is locked overnight.

23. 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 approval of the Centre Administrator.

24. No Rights

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

25. Refundable Deposit

A refundable deposit of £50 will be charged when hiring the Premises.

26. Access

Police Officers and authorised officers of the Town Council, Fire Service, the Environmental Health Department and the Trading Standards Department shall have free access to all parts of the Premises during the letting.

27. Disputes

Any disputes between the Hirer and the Town Council will be decided by the Town Council Community Facilities Committee whose decision shall be final.

28. Smoking Policy

Smoking is not allowed within the building.

29. Capacity and Supervision

- (a) There shall, in addition to the Hirer, be competent attendants on duty on the Premises to assist people entering and leaving, none of whom shall be less than 18 years of age. All persons on fire marshal duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the firefighting equipment available, how to call the Fire Brigade and evacuation procedure.
- (b) The maximum number of people on the Premises if standing shall not exceed 250 (Hertford Room) and 200 (Depot). The limit, if seated, is detailed on the Centre

website.

30. 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 of any Licence are met.

31. Dangerous and unsuitable Performances

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

32. Film Shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

33. Sale of Alcohol

In order to sell alcohol at the EPCC a Temporary Event Notice (TEN) will need to be given to the licensing authority.

The TEN must be given to the licensing authority and chief fire officer no later than ten working days before the day on which the event begins. The person giving notice of a TEN must be aged 18 or over. A copy of the TEN must be on the Premises during the event. The police and local authority have rights of entry to the Premises to assess the likely effect of the TEN on crime prevention.

34. Raffles/Tombolas

The provision of bottles of alcohol as prizes in raffles and tombolas are exempt from the need for a licence provided that:

- The lottery is promoted as an incident of an exempt entertainment defined as a bazaar, sale of work, fete, dinner, dance, sporting or athletic event or other entertainment of a similar character
- After deduction of expenses the whole proceeds of the entertainment are applied for purposes other than private gain and the following conditions apply:
 - The alcohol is in a sealed container
 - No prize is a money prize
 - Tickets are only issued when the entertainment takes place
 - The lottery is not the main inducement to attend

Note that these conditions prevent alcohol prizes being given at raffles for which tickets are sold in advance or where money prizes are given, unless the event at which the draw will take place is licensed for alcohol sale by a TEN.

35. Hire charges

Hire charges may be subject to review without notice.

36. Booking the Centre and Payments for Casual Events

For casual bookings an online Booking Form is to be completed and the refundable deposit is to be paid at the time of booking. The hire charge is to be paid at least fourteen days before the date of the booking. Fourteen days' notice is to be given in writing of any cancellation or a refund will not be given, except in special circumstances at the discretion of the Town Clerk. The booking will be confirmed by email with a bookings confirmation.

The Town Council reserves the right to refuse any booking without giving reason.

The refundable deposit may be reclaimed at the Council Office no less than seventy-two hours after the function and after inspection of the Premises for damage attributable to the Hirer and return of the keys (if applicable). The cost of any damage and/or additional costs will be deducted from the deposit and the balance refunded to the Hirer.

37. Booking the Centre for Regular Events and Payments

To book the Centre for regular events an online Booking form must be completed in

accordance with the scale of charges. The booking will be confirmed with a bookings confirmation, detailing the date, time and hire charge.

Invoices will be issued monthly in arrears and payment is to be received in the office within 30 days.

38. Staff Call Out Arrangements

Weekday Daytime Lettings (Monday to Friday Inclusive)

In the event of an emergency please telephone 01789 766084

Evening & Weekend Lettings (Monday to Friday inclusive from 5.00pm, all day Saturday and Sunday)

In the case of an emergency only please call:07590 072055

Where the reason for call-out in the opinion of Alcester Town Council is the responsibility/fault of the Hirer a fee will be levied. There will be a minimum call-out fee of £25. Subsequently £25 will be charged for every 30 minutes or part thereof for the time the member of staff is on site. In addition, any outside contractors' fees will be passed to the Hirer. The sum will be retained from the deposit held by the Council.

39. Bouncy Castles

Hirers wishing to use a Bouncy Castle on the Premises should only use a reputable company and should ensure that company has a minimum public liability insurance of £5,000,000.

Only bouncy castles that are under 8 ft tall and for use by children under 4 years old are permitted.

Hirers must ensure proper supervision of the Bouncy Castle at all times.

Hirers are advised to consider obtaining their own public liability insurance cover for the event.

40. Public Liability Insurance

Any individual hiring the EPCC for a private social party, wedding reception etc will be covered by the Town Council's Public Liability Insurance.

Any individual, group or organisation wishing to hire the EPCC for commercial reasons must have Public Liability Insurance, with a level of cover commensurate with the risk and a minimum of £2 million.

All other Hirers will be responsible for their own Public Liability Insurance for any activities undertaken.

For the avoidance of doubt, each Hirer is responsible for the health, safety and welfare of users in their charge during the period of their Hire.

41. Safeguarding Policy

Users of Alcester Town Council facilities must satisfy the Town Council that they have adequate systems in place to safeguard the welfare of children, young people and vulnerable adults by providing the Town Council with documentary evidence when requested.

The hire of Town Council facilities to groups for use with children, young people and vulnerable adults will be required to:

- Have public liability insurance
- Have a suitable Safeguarding Policy and/or agree to work to Alcester Town Council's policy and relevant guidance
- Ensure Leaders make their members aware of the organisation's Safeguarding Policy and ensure that it is followed whilst using Town Council facilities
- Ensure Leaders have valid enhanced DBS checks as appropriate
- Conduct risk assessments for individual activities
- Never leave children, young people and vulnerable adults unattended with adults who have not been subject to a DBS check

- Plan activities to involve more than one person being present
- Where possible have male and female Leaders working with a mixed group
- Ensure registers are complete and attendees are marked in and signed out (under 8's must be collected by a parent/guardian)
- Ensure photographs or videos of individuals are not taken without written permission from parents/guardians
- Ensure that where a child, young person or vulnerable adult needs assistance with toilet trips, and when first aid is required, that this is carried out in pairs or in the latter case, that it is carried out where they can be seen.

Centre Privacy Notice

When you hire the EPCC from Alcester Town Council the information you provide (personal information such as name, address, email address, phone number) will be processed and stored so that it is possible to contact you and respond to your correspondence, provide information, send invoices and receipts relating to your hire agreement. Your personal information will not be shared with any third party without your prior consent.

The Councils Right to Process Information

Processing is necessary for the performance of a contract with the data subject or to take steps to enter into a contract.

Information Security

Alcester Town Council takes care to ensure the security of personal data. We make sure that your information is protected from unauthorised access, loss, manipulation, falsification, destruction or unauthorised disclosure. This is done through appropriate technical measures and relevant policies.

We will only keep your data for the purpose it was collected and only for as long as is necessary. After which it will be deleted.

Your Rights

Access to Information

You have the right to request access to the information we hold about you. You can do this by contacting our Data Information Officer administration@alcester-tc.gov.uk :

Information Correction

If you believe that the information we hold about you is incorrect, you may contact us so that we can update it and keep your data accurate. Please contact administration@alcester-tc.gov.uk

Information Deletion

If you wish Alcester Town Council to delete the information about you upon expiry of your hire of the Centre, please contact administration@alcester-tc.gov.uk :

Right to Object

If you believe that your data is not being processed for the purpose it has been collected for, you may object. Please contact administration@alcester-tc.gov.uk

Rights Related to Automated Decision Making and Profiling

Alcester Town Council does not use automated decision making or profiling of personal data.

To Sum Up

In accordance with the law, we only collect a limited amount of information about you that is necessary for correspondence, information and service provision. We do not use profiling, we do not sell or pass your data to third parties. We do not use your data for purposes other than those specified. We make sure your data is stored securely. We delete all information

deemed to be no longer necessary. We regularly review our Privacy Policies to keep them up to date in protecting your data.

Complaints

If you have a complaint regarding the way your personal data has been processed you may make a complaint to Alcester Town Council Data Information Officer and the Information Commissioners Office casework@ico.org.uk Tel: 0303 123 1113.