

COMMUNITY CENTRE TERMS & CONDITIONS OF HIRE

Revised July 2018

1. THE HIRER	<ul style="list-style-type: none"> • For the purposes of this Agreement, the person signing the hire application form shall be deemed as the 'Hirer'. No person under the age of 18 shall be entitled to be the 'Hirer'.
2. THE PURPOSE	<ul style="list-style-type: none"> • The Hirer may use no part of the premises for any purpose other than that requested. The Hirer must not sublet the premises or any part of it. • The Council reserves the right to refuse an application for hire in the event that it is of the opinion that the use of the premises will be detrimental to equal opportunity or would breach any other Council Policy, or legal requirement. Upon refusing an application, a written explanation will be sent out setting out full reasons for the refusal.
3. CHARGES	<ul style="list-style-type: none"> • Hire fees and charges are set out in the fees schedule and the Council reserves the right to review and alter these from time to time without notice. • Requests by Hirers for alterations to bookings will attract a fixed amendment fee as stated in our current fees and charges document (presently £3.10.) • Charging bands apply to fees and shall be applied at the discretion of the Council. • The Council reserves the right to close, prohibit or reallocate unused parts of the facility to other customers and readjust the hire charge at its discretion if it is in the opinion of the Council that the Hirer is not making full use of the hired facility.
4. BOOKING PROCESS	<ul style="list-style-type: none"> • A booking form must be completed by the prospective Hirer and returned to Recreation Services. • Repeat bookings from regular hirer's must be received a minimum of 3 working days in advance of the commencement of the next block booking. • Requests for one off hire events must be received a minimum of 5 working days in advance of the proposed booking date. • The times of the booking must include set up and clearing away. • Upon successful application the Council will send written confirmation and provide a figure for the total hire fee based upon information given in the application. • Once a booking has been confirmed an invoice will be sent out to the hirer. For payment options please refer to the rear of the invoice. If you require a PO number on the invoice this must be provided at the time of hire. • All bookings remain provisional until payment of the full amount of the hire fee is made. • Bookings made by regular user groups may be invoiced after the event but this will be at the Council's discretion. • If an account accrues arrears, future bookings may be refused until the account is cleared.
5. CANCELLATION	<p>a) By the Hirer:</p> <ul style="list-style-type: none"> • A Hirer wishing to cancel a booking, in whole or in part must notify the Council in writing or by email. • Cancellations must be reported to the Council at least 3 working days prior to the date of hire. If such notification is not received, the Hirer will be required to pay for the booking in full.
6. ADMISSION	<ul style="list-style-type: none"> • The Council reserves the right as its absolute discretion to refuse the admission of, or evict from premises any person. • The Council shall have the discretion to restrict the numbers of persons using the facility and at no time shall such numbers be allowed to exceed

	<p>any limit that is set by the Council.</p> <ul style="list-style-type: none"> • The Hirer shall if directed by an official of the Council or the Police, deny admittance or remove from the building any person who might be likely to cause a disturbance. • The times of hire include set up/take down and tidy up periods. Admittance is not permitted in advance of the commencement time of the booking and all persons must leave at the agreed finish time of the booking
7. SUPERVISION	<p>The Hirer is responsible for:</p> <ol style="list-style-type: none"> a) The administration and organisation of an event, b) The conduct and behaviour of those persons attending, c) The Hirer shall leave the premises at the end of the specified hire session, d) The Hirer shall be responsible for providing adequate first aid facilities, e) Ensuring all fire exits remain free of obstruction.
8. DAMAGE	<p>The Hirer shall be responsible to pay the Council for the cost of repairing or making good any loss or damage (fair wear and tear excepted) arising out of, or incidental to the hiring. This includes the fixtures, fittings and contents of the premises.</p>
9. CLEANING	<p>The Hirer shall leave the premises and equipment in a clean and tidy condition. Any costs incurred for additional cleaning required as a result of their booking will be charged to the Hirer. The Hirer shall be held responsible for the cleaning of the premises and equipment used during the period of hire.</p>
10. LOSS OF PROPERTY	<ul style="list-style-type: none"> • The Council will not under any circumstances accept responsibility or liability in respect of any damage to or loss of property, articles or other items whatsoever placed or left upon the premises by the Hirer. • All property must be removed from the premises at the end of the hire period. • Hirers do not have any permitted rights to storage within community centre premises. Space is very limited at all centres and any requests to store equipment will be considered at the discretion of the City of Lincoln Council. • Any equipment that is stored by the Hirer on the premises, remains the sole responsibility of the Hirer, including insurance, loss or accidental damage.
11. NOISE	<ul style="list-style-type: none"> • A Hirer must ensure that their use of the premises is considerate to local residents. • Hirers using amplified music are required to operate in accordance with the Premises Licence, and if there is no Premises Licence on the premises, it will not be permitted unless the notice of a Temporary Event Notice is given to the Licensing Authority.
12. SMOKING	<p>Smoking within and on all Council premises is prohibited. It is a criminal offence to smoke within public premises.</p>
13. ALCOHOL	<p>The consumption of alcohol is prohibited in all community centres.</p>
14. GAMBLING	<p>No collection, games of chance, sweepstakes or lotteries nor any betting may be conducted on the premises without the prior written consent of the Council. Licences may be permitted and all enquiries should be addressed to licensing@lincoln.gov.uk</p>
15. ELECTRICAL	<ul style="list-style-type: none"> • The hirer is responsible for ensuring that any electrical equipment used is in a safe condition and complies with current electrical safety guidelines. • It is council policy that the Hirer is required to produce a current Portable Appliance Test Certificate (PAT) at least 5 working days prior to the date of the booking for any electrical equipment they wish to use in conjunction with their booking. Any equipment less than twelve months old requires proof of purchase only, such as a receipt.
16. INFLATABLES	<p>Inflatables (e.g. Bouncy Castles) may only be used with the express written consent of the Council. The equipment must be hired from a reputable company and set-up and operated by the hire company. External use of inflatables will be considered on an individual risk assessed basis. The hire company must:</p> <ul style="list-style-type: none"> • Employ suitably experienced and trained personnel; • Provide written evidence of current public liability insurance policy with a limit of indemnity of at least £5,000,000; • Be a member of the PIPA www.pipa.org.uk or ADIPS www.adips.co.uk schemes (NB – No other accredited schemes will be accepted);

	<ul style="list-style-type: none"> • Ensure all inflatable play equipment is currently registered with the ADIPS or PIPA schemes; • Provide adequate risk assessments 5 working days prior to the date of booking.
17. SMOKE MACHINES	Smoke machines are strictly prohibited as they may interfere with fire detection systems.
18. CATERING	<ul style="list-style-type: none"> • Hirers may use the kitchen facilities for providing hot and cold beverages for members of their own group as part of their booking. • The kitchen facilities may not be used for food catering purposes without prior permission from the council. Permission is granted or otherwise at the discretion of the Council • If the Hirer aims to provide catering to any 3rd parties, Hirers will be required to register as a food business with CoLC Environmental Health at the Community Centre premises. Hirers scoring less than 3* on any food inspection will not be allowed to continue catering at the centre until the council is satisfied that suitable improvements have been made and that standards will be adhered to. • The hirer must inform the council of any 3rd party catering company used during the booking and provide contact details.
19. LEGAL REQUIREMENTS	<ul style="list-style-type: none"> • The Hirer shall be required to comply with all legislation including Health & Safety and Equality & Diversity • The Hirer is responsible for ensuring compliance with child protection legislation and to ensure that relevant criminal records checks have been carried out through the Disclosure and Barring Service (DBS) for all staff and volunteers that work with children, young people and/or other vulnerable groups. • DBS certificates must be shown to Recreation Services before a booking takes place to be reviewed and the Council reserves the right to refuse a booking if it is unsatisfied with the content of a DBS Certificate(s).
20. MARKETS AND TABLE TOP SALES	<ul style="list-style-type: none"> • Markets and Table Top Sales will only be allowed with the express permission of the City Council Market Dept. and are subject to licence fees in addition to hire costs (where permitted). • To apply for a licence please visit: http://www.lincolnmarkets.co.uk/organise-a-market/ • In line with the City Council Market Rights policy, the City Council may choose to waiver these fees where the market is not for profit or of a charitable basis.
21. MUSIC LICENSE	<ul style="list-style-type: none"> • The Council is legally required to pay Performing Rights Society (PRS) fees where music is played including radio broadcasts and all music media for any hire of the community centres. • Hirers who play music subject to a PRS fee will need to pay the fee to the council in addition to normal facility hire charges. The council will also charge an administration fee at a rate of 50% of the PRS charges for the music played. • The payment for a license from the PRS for Music is a legal requirement when music is to be played by a Hirer, and the Council therefore require Hirer's to fill in a separate form declaring their Performing Rights use.
22. HIGH RISK ACTIVITIES	<ul style="list-style-type: none"> • Where a hirer is performing high risk activities such as Martial Arts and some sporting activities, the Council will require them to have Public Liability Insurance with a limit indemnity of at least £5,000,000. A copy of the certificate must be provided to the Recreation Team prior to activities commencing. • Where high risk activities are taking place the Council will require for groups to have carried out Risk Assessments of the activities within the Community Centre and have provided copies to Recreation Services.
23. KEY-HOLDING	Where a Hirer is a key-holder the following conditions apply: <ul style="list-style-type: none"> a) Any keys or access cards remain the property of the City of Lincoln Council and must be returned upon request or at the end of the hirers' series of bookings.

	<ul style="list-style-type: none"> b) Key-holders must undergo training in the safe use and operation of the centre and achieve competency at the discretion of the council in this regard. c) Key-holders must ensure that they secure the premises at the end of their booking and leave them in a safe, clean and reasonable condition. d) Key-holders must follow all guidance set out in the centre operational manual, a copy of which will be made available to the Key-holder. e) Key-holders must cooperate with other hirers when the centre is in use by more than one party. f) A person trained and registered by the council as a competent key-holder must be in attendance throughout the booking. g) The Key-holder is responsible for the safeguarding of children and vulnerable adults in attendance of their booking. h) The Key-holder must ensure that all fire precaution measures are followed and procedures relayed back to the group.
<p>24. MISCELLANEOUS</p>	<ul style="list-style-type: none"> a) The Hirer must obtain in advance, the permission of the Council to display any flag, emblem or other decoration both inside and outside of the premises. The Council reserves the right to withdraw this permission at any point thereafter. b) The Hirer must not display items upon the walls, fixtures or fittings of the premises by way of any means (such as pins, nails, tacks) without firstly obtaining the permission of the Council. c) Hirers shall ensure all items of stage costume and scenery are fire proofed. d) The Council will not allow the hiring of a centre (or rooms within a centre) by any organisation or individual whose purposes or aims for the period of hire include the promotion of views which are, or in the Council's opinion, detrimental to the Council policies for the promotion of social justice, equality, diversity and human rights. In addition, the Council will not allow the hiring of a centre (or rooms within a centre) by any organisation or individual whose purposes or aims for the period of hire include the promotion of views which are, in the Council's opinion, in conflict with a Council policy and the Council's statutory duties including but not limited to the Council's duties under the Equality Act 2010.