

# Bilston People's Centre – Standard Conditions of Hire (Organisations)

If THE HIRER is in any doubt as to the meaning of any of the following, THE HIRER should immediately consult BPC Centre Manager. For the purposes of these conditions, THE HIRER shall mean an individual or, where THE HIRER is an organisation, its authorised representative; the pronouns 'they, them and their' are used below.

**1. Supervision.** THE HIRER will, during the period of the hiring, 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

**2. 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 policy in respect thereof.

Smoking is not permitted in any area of the centre.

**3. Disclaimer.** BPC accepts no liability for any loss, damage or injury caused by incorrect or inappropriate use of its facilities and equipment.

**4. Consideration for Neighbours.** THE HIRER shall ensure that users show due consideration for neighbours and in particular that excessive noise is avoided when using the outdoor areas, and on arrival and departure. The use of foul language may result in the immediate cancellation of all future bookings made by THE HIRER.

**5. Licences.** For any licensable activity permission must be sought from the BPC in advance and THE HIRER must obtain an appropriate licence and show it to the Centre Manager before the booking date.

**6. Alcohol, Gaming, Betting and Lotteries.** Alcohol and gambling activities are not permitted.

**7. 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 Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

**8. Health and Hygiene.** THE HIRER shall, if preparing, serving or selling food, observe all relevant health and hygiene legislation and regulations.

**9. Equipment Safety.** THE HIRER shall ensure that any equipment, including electrical appliances, brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner only by persons qualified to do so. BPC accepts no liability for any loss, injury or damage caused by such equipment.

**10. Security.** Keys retained by THE HIRER shall not be copied under any circumstances.

**11. Indemnity.** THE HIRER shall indemnify BPC for the cost of repair of any damage to any part of the property including the curtilage thereof or the contents of the buildings which occurs as a result of the hiring.

THE HIRER shall be responsible for insuring against any third party claims against them whilst using the Centre. (BPC is insured only against claims arising out of its own negligence). Please note that Bouncy Castles are specifically excluded from BPC's insurance cover.

**12. Accidents and Dangerous Occurrences.** THE HIRER must record all accidents involving injury to the public. Accident report forms and procedures are kept with the first aid box in the kitchen. THE HIRER must record any failure of equipment either belonging to the Centre or brought in by them in the Incident Log. Accidents causing major injury must be reported on a special form to the Local Authority in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995; the Centre Manager will give assistance in completing this form.

**13. Animals.** THE HIRER shall ensure that no animals (including birds) except Assistance Dogs are brought into the centre, other than for a special event agreed to by BPC. No animals whatsoever may enter the kitchen at any time.

**14. Children, Young People and Vulnerable Adults.** THE HIRER shall comply with The Children Acts of 1989 & 2004 and the Safeguarding Vulnerable Groups Act, 2006, and ensure that only fit and proper persons have access to

children and vulnerable adults. Where relevant, THE HIRER is required to operate a recognised Child Protection Policy based on the Home Office Code of Practice 'Safe from Harm'.

**15. Fly Posting.** THE HIRER shall not carry out or permit fly posting or any other form of unauthorised advertisement for any event taking place at the Centre, and shall indemnify BPC accordingly against any action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may also lead to prosecution by the Local Authority.

**16. Sale of Goods.** THE HIRER shall, if selling goods on the premises, comply with any relevant legislation and codes of practice in connection with such sales. In particular, THE HIRER shall ensure that the total prices of all goods and services are prominently displayed, together with the organiser's name and address, and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

**17. Confirmation of booking.** Confirmation of booking is subject to room availability and receipt of a signed booking form. The HIRER shall pay the full balance within 30 days of receiving the invoice for said event.

Provisional bookings will be held for 10 working days from the date of issue of the booking form.

**18. Cancellation by Hirer.** Bookings must be cancelled in writing. A refund of any balance paid (excluding non-refundable deposit) will be issued as follows:

Within 7 days of booked date	No refund
More than 8 days notice	Full refund

A regular HIRER is requested to give a minimum of four weeks' notice.

**19. Cancellation by BPC.** BPC reserves the right to cancel a booking on giving seven days' notice. THE HIRER shall be entitled upon such notice to a refund of all monies already paid to BPC by THE HIRER. BPC shall not be liable to make any further payment to THE HIRER.

**20. Unfit for Use.** If the Centre, or any part thereof, is or becomes unfit, by whatever reason, for the use for which it has been hired, BPC shall not be liable to THE HIRER for any resulting loss or damage whatsoever.

**21. Refusal of Booking.** BPC reserves the right to refuse a booking without giving reason.

**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 BPC may make an additional charge. Failure to do so may result in a surcharge. Unsold items from sales are not to be stored in the centre without prior permission from BPC.

**23. Parking.** The car park at the rear of the Centre may be used for vehicle parking and at the vehicle owner's risk. THE HIRER is reminded that the car park entrance/exit must not be blocked in anyway.

**24. Use of Sellotape, BluTac etc.** THE HIRER shall not affix anything to the painted walls without prior permission from BPC.

**25. Period of Hire.** The period of hire is as per the Booking Form and access to the Centre is not permitted beyond the specified start and finish times, including for the purpose of setting or clearing up, except by agreement with the Centre Manager.

**26. Room Capacity.** THE HIRER must take appropriate steps to control admittance so that the stated room capacity is not breached. THE HIRER shall ensure that adequate security/supervision at the entrance to the centre is in place throughout the time of hire to allow admittance only to those who are invited to attend.

BPC Hall: 80 seated; 56 with tables

BPC Upstairs: 40 seated; 21 with tables

Excel Hall: 180 seated; 104 with tables

**27. Changes to terms and conditions.** The Management Committee reserve the right to amend these Terms and Conditions without prior notice. The Management Committee reserves the right to amend the hire rates at any time, although rates of Event Hire will not be amended after the receipt of a signed booking form and payment.