

Standard Conditions of Hire

These standard conditions of hire apply to all bookings of The Larick Centre (the **Centre**) by a user (the **Hirer**).

1. General

Any hall and room within the building is available for hire for any lawful purpose, but the Board of Tayport Community Trust (TCT) reserves the right to refuse a booking request without giving any reason.

Reservations by persons aged less than 16 years old cannot be accepted.

In the event of a dispute arising regarding a booking/hire, the TCT Board's decision will be final and binding.

2. Bookings

2.1. The Centre has four types of booking:

- **Regular bookings** (Hirer makes block bookings on weekly, fortnightly or monthly basis) – **by business and profit-making organisations**
- **Regular bookings** (Hirer makes block bookings on weekly, fortnightly or monthly basis) – **by Educational, Charities & Not for Profit individuals and groups.**
- **Occasional bookings** (Hirer makes bookings for one-off meetings, sessions and events not booked as a block) - **by business and profit-making organisations**
- **Occasional bookings** (Hirer makes bookings for one-off meetings, sessions and events not booked as a block) - **by Educational, Charities & Not for Profit individuals and groups.**

2.2. Booking times are for a minimum of 30 minutes.

Hire times must include set up time and clearing away time. Entry to the hired room will be at the time stated on the booking form. The Hirer must ensure that the premises are vacated by the time specified in the booking.

3. Insurance and indemnity

Visitors and Hirer's can park their cars at the Centre's carpark at their own risk.

Booking of halls & rooms is accepted by the Centre on the understanding that there is no liability on the Centre for any loss or damage to property owned by the Hirer or anyone attending the booking.

3.1. The Hirer shall be liable for:

- 3.1.1. The cost of repair or replacement for any damage (including accidental and malicious damage) done to any part of the building, including the external walling, or any such damage to or loss of its furnishings, equipment and any of its contents. Damage caused by stiletto heels is agreed to be accidental damage. We therefore advice not to wear stiletto heels at any time.

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- 3.1.2. All claims, losses, damages and costs made against or incurred by the Centre, its employees, volunteers or agents in respect of damage to or loss of property or injury to persons arising as a result of the use of the premises by the Hirer.
 - 3.1.3. All claims, losses, damages and costs made against or incurred by the Centre, its employees, volunteers or agents as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- 3.2. The Centre has third party liability insurance up to £5 million. Any claims for loss, theft or damage of the Hirer's equipment, even when left in storage at the Centre, will be investigated. However, the Centre may not be held liable.
- We advise to arrange appropriate insurance to cover loss, theft or damage to your property, the Centre or members of the public and to cover death or injury to persons in the Centre during the period of hire. It is the responsibility of the Hirer to make insurers aware of any changes to the Hirer's activity.
- 3.3. *Sub-contracted activities*
- The Hirer shall ensure that any agreed sub-contracted activities are fully insured against public liability.

4. Payment and cancellation

- 4.1. Invoices for room bookings will be calculated in accordance with the Room Hire Charges listing which is updated from time to time by the Centre and available on the Centre's website or from the Centre office.
 - 4.2. The Centre reserves the right to cancel the hiring if the hirer breaks any of the hiring conditions.
 - 4.3. The Centre reserves the right to close the premises at any time for emergency or periodic maintenance but will always try to give block bookings a month's notice of closure.
- 4.4. *Regular bookings*
- 4.4.1. Block booking hire charges will be invoiced on the first day of each month. Payment must be made within 14 days of the invoice date and the Centre encourages to transfer payments online. Please advise Centre of any holiday breaks, a minimum of 1 month in advance, or payment will still be required.
 - 4.4.2. Invoices are payable before use of the premises. If payment is not made on time, the Centre reserves the right to cancel the bookings without any liability to the Hirer for losses incurred thereby.
 - 4.4.3. The Hirer is requested to give the Centre as much notice as possible of the cancellation of a booking or series of bookings. The Centre will give at least seven (7) days' notice of cancellation of an individual booking to the Hirer, except in exceptional circumstances, when shorter notice may be given.

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4.5. Occasional bookings

- 4.5.1. Occasional bookings will be invoiced in advance of the event. The full charge must be paid no later than the date on which the Hirer uses the room(s). If the Hirer fails to make payment on time, the Centre reserves the right to cancel the booking without any liability to the Hirer for losses incurred thereby.
- 4.5.2. If the Hirer cancels within two weeks of the date of an occasional booking, the Centre reserves the right to charge the Hirer 50% of the charge.

5. Use of premises by Hirer; Centre's rights and Hirer's responsibilities

- 5.1. The Hirer will, during the period of hiring, be responsible for care of the hired space, the fabric and the contents, their care, safety from damage and the behaviour of all persons using the premises, whatever their capacity.

5.2. Use of premises

- 5.2.1. The premises must only be used for the purpose stated in the Booking Form. The premises should be left in a neat and clean condition and all equipment stored as directed by the Centre's staff and volunteers. The Hirer will be charged for the cost of any additional cleaning arising from the Hirer's use of the premises. Use of the premises must not interfere with other concurrent users.
- 5.2.2. The Centre may be booked for private parties and weddings. Special charges will apply depending on the package of use of rooms, equipment and services. For more details the Hirer will need to contact the Centre's Project Coordinator.

5.3. No alterations

No alteration shall be made to any decorations, notice boards, equipment or fittings without prior approval of the Centre's Project Coordinator.

5.4. No sub-letting

The Hirer shall not sub-let the room(s) booked by the Hirer.

5.5. Allocation of rooms

The Centre's Project Coordinator will determine which parts of the premises can be used by the Hirer and reserves the right to reallocate rooms in negotiation with the Hirer, to ensure best use is made of the Centre. The Centre also reserves the right to make unused rooms available to other Hirers or users of the Centre.

5.6. Closing of the building and Security

When the Hirer is the last Hirer of the day, arrangements will have been made to lock the building appropriately.

A deposit of £10 for the keys to the Centre will be payable by the Hirer in cash when the Hirer collects the keys. The deposit will be returned when the keys are returned to the Centre office.

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5.6.1. It is the responsibility of the last Hirer of the day to ensure that all attendees for their booking have vacated the premises and that the building is empty and secure. This should be undertaken by checking all rooms, including toilets; securing all windows and doors, including Emergency Exits; putting out all lights; turning off all taps; and locking the final exit door.

6. Health and Safety

6.1. General

The Hirer is solely responsible for the health and safety of persons attending their activity/event. Nothing shall be done, nor shall anything be brought onto the premises, which may create a risk to the building or its occupants.

There should be adequate supervisors and helpers to cover the event.

Children must be controlled and supervised to minimise possible accidents

Any members of the public causing trouble at events should be asked to leave. Refusal can be enforced by calling the police.

Depending on the activity, the Centre recommends that Hirers have suitably qualified First Aiders.

Appropriate footwear must be worn during sporting and physical activities.

6.2. No smoking

The Centre operates a no smoking policy within the building, including e-cigarettes/vaping.

6.3. Fire

The use of fireworks, sparklers, candles or naked flames is not permitted.

Hirers are required to read and understand the Fire Action notice and exit plan, a copy of which is in each room. The Hirer is classed as the person responsible for fire safety and must ensure that all persons attending the activity/event are aware of the location of fire exits and what to do in the case of a suspected fire.

Fire Exits must be kept clear at all times and all Fire Extinguishers must be accessible and available for use.

The Hirer shall ensure that:

- Highly flammable substances are not brought into, or used, in any part of the premises;
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Centre's Project Coordinator. No decorations are to be put up near light fittings or heaters.

6.4. Accidents

The Hirer is responsible for reporting of any accidents and defects. A basic First Aid Kit is situated at reception.

All accidents and dangerous occurrences must be entered in the Accident Book located at reception.

The staff responsible for the Centre that day must be informed as soon as practical and in any event within 24 hours. The Accident Book must be completed with enough detail to enable the Centre's

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staff to understand as far as possible the cause of the accident, its location and the immediate consequences.

The Centre's Project Coordinator and the TCT Board, must be informed immediately in the case of a fatality or major injury. A list of emergency numbers is available at the reception.

6.5. *Animals*

No animals, other than assistance animals, may be brought into the Centre without the written permission of the Centre's Project Coordinator. Animals are allowed on the outside terrace and outdoor spaces.

6.6. *Food*

Food and sugary drinks are not allowed in the hall/rooms during sporting and physical activities.

6.7. *Electrical appliances*

The Hirer shall ensure that any electrical appliances brought onto the premises for use during the booking are safe, in good working order and used in a safe manner. Regular Hirers must ensure that equipment has a current PAT certificate. The Centre has the right to inspect equipment for PAT testing stickers.

The Hirer shall also ensure that (sub-contracted) activities such as mobile discotheques, bands etc. are fully insured against public liability for their operation and any electrical equipment has a valid PAT certificate.

Smoke machines may not be used in the hall under any circumstances.

7. **Alcohol**

The Hirer must obtain the permission of the Centre before holding an event at which alcoholic drinks are to be served.

No sale of alcoholic drinks may be undertaken unless the Hirer obtains an appropriate licence. A copy of the licence must be provided to the Centre. No events may be advertised stating the availability of alcoholic drinks for sale without the prior permission of the Centre's Project Coordinator.

The above requirements as to licencing also apply if attendees at the event are paying money at or before the event in the expectation of receiving alcohol.

8. **Music**

The Hirer undertakes to comply with the requirements of the Performing Rights Society. It is the responsibility of the Hirer to obtain the necessary licence and pay any dues.

9. **Environment**

The Hirer is responsible that their waste is properly deposited in the correct containers.

The Centre strives to be an environment-friendly centre and therefore discourages any disposable materials, such as plastic cups and cutlery, styrofoam containers, plastic straws, etc.

Balloons are banned from the Centre, indoors as well as outdoors.

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10. Publicity

Any publicity in connection with the Hirer's event must clearly identify the organiser of the event. The Centre's logo may not be used without the express written permission of the Centre's Project Coordinator.

11. Hirer's equipment

No responsibility can be accepted by the Centre for any articles of equipment left by the Hirer or those attending the event. If the Hirer wishes to leave or store equipment in the Centre's premises, prior approval must be obtained. The Centre reserves the right to charge for storage.

12. Supervision

The Hirer or a representative of the Hirer shall be present throughout the booking and shall be responsible for supervision of the event for which the booking has been taken. The Hirer shall be responsible for care of the fabric of the premises and its contents and the behaviour of all persons associated with the event.

A representative of the Centre may be required to be on duty during the booking. The presence of a Centre representative does not absolve the Hirer from their responsibilities under these Conditions of Let.

13. Gaming, betting and lotteries

The Hirer shall ensure that nothing is done on or around the premises that is in contravention of the law relating to gaming, betting and lotteries.

14. Children and vulnerable adults

The Hirer is solely responsible for the conduct of persons using the premises and the safety and protection of children under 16 and vulnerable adults. The Hirer is further responsible for ensuring compliance with the Protecting Vulnerable Groups (PVG) Scheme where applicable.