Terms and Conditions of Hire

In these terms and conditions 'Centre' means the Nimrod Community Centre or Youth Arts and Media Centre; 'The Hirer' is the person or body to whom the hire of premises is granted; 'The Trust' or RCT is the Rowner Community Trust who own and manage the centres.
The hiring of the premises and facilities of the Trust is permitted only on the conditions outlined below. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

1. The Hirer shall be responsible for compliance with the Terms and Conditions of Hire.
2. The Hirer shall ensure that the facilities to be hired are suitable for his/her purposes and that the facilities should be used for their intended purposes only. The Hirer shall also ensure that the number of people using the hired premises does not exceed that for which the application was made and approved.
3. Booking times must include the time required by the Hirer to set the room up and the time required by the Hirer to clear up after the event and return any furniture that has been moved to its original position. *(Tables should be wiped, rubbish removed from premises, floor swept, and any spills cleared, recommend half hour either side of hire.)
4. The use of the premises must not interfere with the proper working of the centres. Use of the premises is limited to the accommodation hired and necessary facilities (e.g. toilets). The Trust reserves the right of access to any part of the premises during the letting.
5. RCT reserves the right to reject or terminate any booking if it considers that the event is, or is likely to be, in any way obscene, sexist, homophobic, racist, offensive, controversial or sensitive in any way
6. The person signing the Hire Agreement must be over 18 years of age and, in the case of an organisation, must have the authority to enter into a hiring agreement with RCT. The signatory is deemed to have responsibility on behalf of his/her organisation for complying with these conditions of hire, whether or not they are personally overseeing the group. The Hirer is responsible for informing anyone acting on their behalf, or otherwise overseeing the group, of their responsibilities under this agreement.
7. All bookings are provisional until The Centre receives the signed Booking Form along with any required documents or payments.

Fabric and fittings

8. The fabric, fittings and contents of the premises shall not be interfered with.
9. No drawing pins, nails or screws shall be driven into walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises.
10. Official fire or other exit ways must be kept clear at all times.
11. Any alteration or addition to the centre's lighting or electrical systems is forbidden.
12. Smoke machines, or similar equipment, must not be used as they set off fire alarms.
13. The Hirer is responsible for the safekeeping of all items belonging to the Hirer and his/her guests or members. Storage facilities can usually be provided at a cost.
14. Hirers shall not bring on to the premises any article of an inflammatory or explosive nature, nor any article producing an offensive smell, nor any article, substance or apparatus of an illegal or dangerous nature.
15. All electrical equipment brought into the building by a hirer shall comply with the Electricity at Work Regulations 1989 and any subsequent legislation. RCT disclaims all responsibility for all claims and costs arising from the use of any equipment that does not comply.
16. The Hirer shall, at the end of the hire period, leave the accommodation in a clean and orderly state, No items may be left on the premises unless in pre-hired storage cupboards or with written permission.
17. Any furniture moved must be returned to its original position.
18. We will apply a surcharge if the Hirer has failed to leave the premises in a suitable clean condition.

Young persons under the age of 18 years and/or vulnerable adults

19. Hirers who wish to arrange activities for young persons under the age of 18 years, or vulnerable adults, must be fully aware of their responsibilities for protecting children / vulnerable adults during the event. The Hirer must have sound policies in respect of safeguarding which must comply with RCT's own policies. These are available on request. We may seek evidence of:
    a. qualifications
    b. Disclosure and Barring Service (DBS) compliance,
    c. membership of a professional body
    d. personal/professional references for any individual providing any kind of service or therapy.
20. The Hirer will indemnify RCT against any loss or liability they may incur as a result of any failure to observe these requirements.

Payment of Hire Fees:

21. The Hirer shall pay the hiring fees at the rates and times set out below, unless a separate arrangement has been agreed in advance of the hire in a service level agreement. The Trust will only reserve a hire for 7 days before payment is due.
    a. For one off Private hire bookings, all fees must be paid 7 days before the event.
    b. For one off commercial bookings, an invoice will be issued at time of booking and must be paid within 14 days or 7 days before the booking.
    c. For Multi bookings, all hire fees must be paid within 14 days of invoice or before the first booked date.
    d. For regular block bookings, a monthly invoice will be issued, and must be paid within 14 days.
    e. The Trust reserves the right to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the premises by the time shown on the booking form.
22. Bookings for Private Hire must pay at the time of booking a refundable deposit to be held by the Trust against costs incurred as a result of:
    a. any damage caused by the hirer.
    b. additional cleaning required as a result of the premises not being left in an acceptable condition.
    c. waste not removed from site or left in the Community hub vicinity.
    d. hirers not leaving within their agreed time.
23. The proportion of the deposit to be retained, if so required, will be decided by the Trust and its decision will be final, the Damaged/cleaning deposit held by the Trust should be between £20 - £250.
24. Rowner Community Trust may refuse to hire the premises if the premises are required by the Centre, or if there has been any damage to the property or breach of the terms and conditions of hire during previous use of the premises by the Hirer. No compensation shall be payable by the Trust because of such a decision.
25. The Trust reserves the right to cancel any hiring without notice if:
    a. the accommodation will, due to circumstances outside its control, be unavailable for the hire period;
    b. the Hirer has failed to disclose material information concerning the proposed hiring; or
    c. there are reasonable grounds to conclude that the terms and conditions of hire may be breached.
26. In the event of:
    a. all hiring fees will be refunded to the Hirer.
    b. any refund of hiring fees shall be at the Trust's discretion.
    c. any refund of hiring fees shall be at the Trust's discretion.

Cancelling the booking

27. One off booking, notification of cancellation must be given at least 14 days prior to the date of the booking. Cancellations received with less than 14 days will incur a £20 administration fee, cancellations with less than 7 days' notice will incur charge of 50% of hire cost, and cancellations less than 7 days will incur charge of 75% of hire cost and on day of booking will incur 100% of the hire cost.
28. Multi booking, notification of cancellation must be given at least 14 days prior to the date of the first booking. Less than 14 days will result in 75% of the hire fee, less than 7 days notice of the first booked date will incur a 100% of the hire fee charged.
29. Regular bookings, notification of cancellation must be given at least 14 days prior to the date of booking. Less than 14 days will result in 75% of the hire fee, less than 7 days notice of the booked date will incur a 100% of the hire fee charged.

Health and Safety

30. All statutory requirements, including those relating to health and safety and public entertainments, must be fulfilled by the Hirer. Hirers must keep a list of attendees. In the event of an evacuation of the building, the Hirer must use this to determine that their entire group is accounted for.
31. Hirers must familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire or any other threat to safety, and ensure that the people attending their events are also aware of these.
32. RCT, shall be allowed free access to the facility at any time, and may terminate without compensation any hiring not properly conducted. RCT reserve the right to intervene in proceedings should it be found that the conditions are not being observed

Alcohol

33. Alcoholic drinks should not be available at any function without prior written consent of the Trust.
34. If permission is granted for alcohol to be brought on to the premises the Hirer must be responsible for ensuring the good behaviour of his/her guests or members. He/she must provide an adequate number of supervisors for any activity and these must be present throughout the hiring period. The Trust reserves the right to cancel or terminate any event with immediate effect if the Trust's designated representative on duty considers the behaviour of the Hirer, its guests or members to be offensive, disruptive and against the interests of all users of the Centre, or if he or she witnesses violent behaviour or intentional damage to the Centre or its equipment. If any event is terminated in such circumstances, the Centre shall not be obliged to refund any part of the Hire charge, nor to compensate the Hirer for any losses that he or she may accrue.
35. The Trust reserves the right to insist that door supervisors are hired.

36. If permission is granted for alcohol to be sold, it will be the responsibility of the Hirer to ensure that a Temporary Event Licence is obtained from the local Licensing Authority. The Trust reserves the right to see any such licence prior to the letting. The Hirer must ensure that the terms and conditions of the licence are applied.

Smoking

37. Smoking is not allowed in any part of the building or its grounds - smokers must move away from the front of the building, at the black bin on the main path in front of the Nimrod Community centre and all cigarettes must be extinguished and placed in the bin. The hirers are responsible to ensure that any invites comply.

Accidents and dangerous occurrences

38. The Hirer must report all accidents involving injury to the public to the RCT representative as soon as possible. Any failure of equipment, either that belonging to RCT or brought in by the Hirer must also be reported to the RCT representative as soon as possible. Certain types of accidents must be reported in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

Emergency

39. The hire shall comply with all instructions given by the RCT representative in relation to emergencies
40. In the event of an emergency evacuation no refund will be given.

Insurance

41. The Hirer agrees that RCT shall not be responsible for injury or loss to person or property arising out of the use of the facilities apart from any injury or loss that arises from RCTs negligence in carrying out the general maintenance of the premises. The Hirer will keep RCT fully indemnified against any claim for which RCT are not responsible. The Hirer shall be responsible for making arrangements to insure against any third party claim against them and/or their organisation whilst using the premises and its facilities, RCT reserves the right to ask for proof of insurance.

Inflatables / Bouncy Castles

42. The Hirer must insure the bouncy castle is from a reputable insured company. Please inform RCT if you are planning to hire an inflatable at your event, we can then ensure the hired room is appropriate.

Noise

43. All bookings must end by 11pm or 10.30pm (Sundays).
44. You must ensure that members of your group leave the premises quietly in the evening.
45. You must ensure that the fire escape doors into the garden are not left open or opened frequently, the noise is loud enough to cause a nuisance to neighbours in the evening if doors are open.

Garden

46. The garden is an escape route from the building. You must not obstruct any fire escape routes with vehicles or any other obstructions.
47. Hire of the main hall does not give you automatic access to use the garden, we do not normally grant you exclusive use of the garden. In exceptional circumstances we may allow exclusive use but only after a careful risk assessment and guarantees that you will enforce any additional conditions we require as a consequence of the assessment.
48. You must not let off fireworks or operate a barbecue in the garden.

Heating

49. Do not adjust individual radiators/heaters as this will result in the facility being too cold or hot for subsequent users. The heating is timed based on hirers requirements.

Parking

50. Vehicles are only permitted to park in the designated community parking areas.
    a. Vehicles may not be parked on hard standings at the front of the buildings.
    b. Bicycles must be affixed to the designated cycle railings at the side of the building.
    c. Surrounding roads are public roads and must not be obstructed.

Animals

51. 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 RCT.

Fly posting

52. The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at RCT Facilities.

Sale of goods

53. . 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.

Licences

54. RCT has a Premises Licence authorising regulated entertainment and licensable activities at the times indicated. Please confirm on your Booking Request which if any licensable activities will take place at your event.
55. Any additional cost to RCT i.e PRS PPL Music licence will be passed onto the hirer.

Stored equipment

56. RCT 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. RCT may use its discretion in any of the following circumstances:
    (a) 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.
    (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in RCT 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.

* Only applicable to private hire agreements