

# **CONDITIONS OF HIRE**

Updated September 2023

In these Conditions of Hire, "The Hirer" means You, and "The Organisation" means The Hill Street Centre (HSC) Charitable Incorporated Organisation No. 1156128, The Organisation that owns and manages the facility.

Please note that the Organisation intends that the Centre is used for the benefit of the Community. For this reason, the Organisation reserves the right to refuse a request to hire the Centre if it considers that the proposed use of the Centre would not be of benefit to the community or to be a part of it.

The success of the Centre depends on care and consideration from all of its Hirers and in particular we ask you to adhere to our Conditions of Hire on the following pages.



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# Responsibility

- 1. The Hirer is responsible for the supervision of the premises, fabric and contents of The Centre in the areas they have hired (this includes the shared areas of the kitchen, toilets and corridors) and the care and safety from damage and the behaviour of all persons present in these areas.
- 2. There is to be NO SMOKING inside the premises, or near the entrances, this includes E-cigarettes and vaporisers.
- 3. The SALE OF ALCOHOL is strictly prohibited on the premises.
- 4. ALCOHOL is permitted to be drank on the premises, in specific circumstances which have been prearranged with the management.
- 5. The use of smoke machines for discos etc., is not allowed.
- 6. Hirers must ensure that the rooms they have hired are never left unattended unless a staff member or appropriate alternative person is informed.
- 7. Hirers shall be responsible for ensuring that overall safety is maintained so that as far as reasonably practicable, people setting up, taking down and attending The Centre are not exposed to risks to their health and safety.

## Use of the Kitchen

- 1. The kitchen is provided for use by all Hirers at no extra charge, except if any Hirer wants exclusive use of the kitchen, this may be arranged, and a charge will be applied.
- 2. All equipment and appliances (including all crockery and cutlery) are for shared use by all Hirers.
- 3. Any loss or damage to the above equipment and appliances must be reported to the management immediately. The management reserves the right to charge for repair or replacement.
- 4. No one under the age of 16 should be in the kitchen unsupervised, and all groups are responsible for providing guidance on the safe and appropriate use of equipment.
- 5. Hirers should ensure that the number of people using the kitchen at any one time is practical and safe.

## **Fire Precautions**

- 1. The Hirer is responsible for the safety of all persons using The Centre in the areas they have hired (this includes the shared areas of the kitchen, toilets and corridors) and should familiarise themselves with the relevant exits and appliances.
- 2. Portable electrical equipment brought in by users of the centre is considered unsafe unless it has a valid electrical test in place, if not, it is not allowed to be used in the Centre.
- 3. In the event of a fire, the first priority is to evacuate the building and call the fire services.
- 4. The Hirer is responsible for ensuring that the fire regulations are observed. There is no legal maximum number of people allowed in The Centre in accordance with fire safety regulations, however, all groups must be satisfied that they are able to evacuate their group numbers using the available exits and should have completed their own internal risk assessment to determine individual limits on the basis of the group's needs.
- 5. The Hirer should refer to the Zone Plan on the notice board in the entrance hall which shows the position of the Fire Exits, Fire Extinguishers, Fire Alarm Call Points, First Aid Boxes and Fire Detection Devices.



# **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 provided or which is attended by children.

- 1. The Hirer acknowledges that they have received instruction in the following matters:
  - 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 located as shown in the diagram which is on the wall by the front door.
  - Escape routes and the need to keep them clear.
  - Method of operation of escape door fastenings.
  - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- 2. In advance of an entertainment or play the Hirer shall check the following items:
  - That all fire exits are unlocked and panic bolts in good working order.
  - 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.

#### Means of escape

- a. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- b. The emergency lighting supply illuminating the emergency exit signs are permanently turned on.

#### Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to centre management.

#### IF REQUIRED BY THE EMERGENCY SERVICES, OUR ADDRESS AND POSTCODE IS:

HILL STREET CENTRE HILL STREET RUGBY WARWICKSHIRE CV21 2NB



# Health & Hygiene

The Organisation cannot be held responsible for the hygiene or other requirements of the Public Health Acts or any other law in respect of or relating to catering by Hirers or by private caterers hired by them, and The Organisation will accept no liability in respect of the same.

The Centre has a Control of Substances Hazardous to Health register (COSHH), available for inspection in the office, groups must inform Centre Staff of the storage and/or use onsite of substances covered by the regulations.

The Hirer shall, if preparing, serving or selling food, are responsible for complying with the Food Safety Hygiene (England) Regulations 2013. Any dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The kitchen is provided with a refrigerator and thermometer.

#### Accidents, Injuries and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of The Organisation's staff **as soon as possible** and the details will be reported in the Accident Book (located in the office). Outside of office hours (after 5pm) The Hirer must record any accident details and report them to the office the following business day for The Organisation to assess the details and make changes to any procedure if appropriate.

Any failure of equipment belonging to The Centre or brought in by The Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Centre Office Manager will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

# **Cleanliness & Centre Safety**

- 1. The Hirer is responsible for leaving The Centre in the areas they have hired clean and tidy (this includes the shared areas of the kitchen, toilets and corridors).
- 2. The Hirer is responsible for leaving The Centre properly locked and secured when vacated unless it has been pre-arranged for a member of Centre staff to do this.
- 3. All rubbish must be put in the bins provided and tables and chairs must be put away after use unless otherwise agreed by arrangement.
- 4. All Hirers are encouraged to recycle as much of their waste as possible.
- 5. Tables and chairs must never be left out in a way that constitutes a fire hazard.
- 6. Drawing pins or blu-tack may be used on the noticeboards. Blu-tack only can be used on the walls.
- 7. If using the kitchen, please use the dishwasher provided.
- 8. Users must clear up spillages immediately.
- 9. The use of ladders is prohibited unless a suitable and sufficient risk assessment has been completed.
- 10. Unauthorised use of vehicles on the premises is prohibited.
- 11. Users should not lift or move Furniture/heavy objects unless a suitable and sufficient risk assessment has been completed. A trolley is provided for moving tables/heavy equipment, the trolley is stored in the Sports Hall storage area.



## **Noise & Nuisance**

- 1. Please remember that The Centre is situated in a residential area. The Hirer is responsible for ensuring that no unnecessary nuisance is caused to local residents or their parking facilities.
- 2. Please be mindful of the noise created when leaving The Centre, especially when people gather around the building. All Hirers are requested to leave the building quietly, showing respect to our residential neighbours.

## Damage & Theft

- 1. We operate a 24-hour CCTV system.
- 2. Any damage to the fabric of The Centre or its contents must be reported back to The Organisation immediately.
- 3. The Organisation reserves the right to make charges against the Hirer for damage, theft, breakages etc., resulting from The Hirer's use of The Centre.
- 4. The Organisation will not accept responsibility for the loss or damage to any property whatsoever or for an injury or death caused by The Hirer or their guests howsoever caused (unless such injury or death is caused by negligence of The Organisation)

## **Hire Charges**

- 1. The cost for hiring a room is 'by the hour' or 'by the day (6-hour block during same working day) Rates vary according to usage criteria, the details of which can be obtained from The Centre Office.
- 2. As part of The Organisation's annual performance review, we will review our pricing structure at each year end (March 31st). Any alterations to pricing will be notified at least one calendar month in advance to Hirers.
- 3. Any time The Hirer requires the setting up and/or clearing up of The Centre outside of their intended time of use, this must be paid for in addition to event time and must be declared at the time of booking.
- 4. Invoices will be issued in the month following booked sessions, and payment is required within 30 days, we reserve the right to apply administration charges for late payment. Occasional Hirers must make full payment a minimum of one week in advance of their booking.
- 5. Full payment in advance is required for occasional or one-off bookings, unless by prior arrangement.



# **Termination of Booking & Cancellation Charges**

- 1. Either the Organisation or the Hirer may cancel the bookings made.
- 2. For all bookings, the Hirer (or The Organisation) cancelling must give the other at least 14 days' notice, giving less will require payment by the Hirer of half of the hire fee. Cancellations with less than 48 hours' notice may incur the full charge.
- 3. In exceptional circumstances where less notice is given by The Hirer no liability is accepted for any costs incurred.

#### Insurance

The centre's insurance only covers for any incident that occurs due to negligence or failure of the centre or its staff, it does not cover any injuries while participating at the centre and utilising the equipment on site.

Hirers are responsible for arranging their own insurance to cover any of their own liabilities (this includes Hirers arranging their own contents insurance if necessary).

A copy of the Hirer's insurance document will be requested to view and / or retain. The Centre's insurance policy can be viewed in reception.

#### **Maximum Capacities**

There is no legal maximum number of people allowed in The Centre, however, the maximum recommended number of people who may be accommodated are as follows:

- Sports Hall 150 persons standing, 100 seated lecture style, 100 seated at tables.
- Large Meeting Room 25 persons
- Coffee Lounge 25 persons
- The Kitchen There is no maximum capacity for the kitchen, however, The Hirer should ensure that the number of people using the kitchen at any one time is practical and safe.

The Organisation does not hold licences for Performing Rights; Hirers should be aware that royalties may be payable where music, films, plays etc. are performed or shown.



# **Protection of Children & Vulnerable Adults**

If the event you are hiring the Centre for involves children, young people, or vulnerable adults, the Organisation will need to be sure the children, young people, and vulnerable adults you are involved with in the Centre will be safe. As a minimum, you must have a policy that explains how you make sure of this, and that the policy is put into practice. It is your responsibility to have acceptable protection policies and procedures for children, young people, and vulnerable adults in place, which the Organisation may ask to inspect at any time.

## General

- 1. Hirers must be over 18 years of age and only an adult can sign the agreement to use the Centre.
- 2. Keys will be issued to the nominated key holder for the Hirer if appropriate. Lost key sets will carry a charge of £30.00.
- 3. For Occasional/One-off hirers, a deposit of £50.00 will be taken for keys issued to a nominated key holder, refundable upon return of the keys.
- 4. Hirers may not sublet any part of the premises.
- 5. Cash, cheques or bank transfer will be accepted as methods of payment for hire of the Centre, but cheque or bank transfer is preferred.
- 6. First Aid kits are provided by the Organisation but it cannot be held liable for their improper use.
- 7. Hirers should have completed their own risk assessment to give a copy to the Organisation upon request.
- 8. Hirers are requested to promptly report all incidents, however minor, to the Centre Office Manager. This is to ensure the management can address issues where appropriate.

## Licences

The use of amplified music in the Centre or its grounds without prior permission from the Local Authority is not allowed. For details on Small Event Licence Application, contact the Office Centre Manager.



## **Notices**

Any notices referred to in these Conditions of Hire must be given to the other party as follows:

#### 1. For the Organisation:

The Centre Office

Hill Street Centre Hill Street Rugby Warwickshire CV21 2NB

#### 2. For the Hirer:

I have read and agree to abide by the Conditions of Hire as set out above and I have been given a copy of them.

Signed:	
Date:	
Printed Name:	
Position:	
Organisation:	