Tew Centre Conditions of Hire

1. Supervision

The Hirer (or their authorised representative, if appropriate) agrees to be present during the hiring and to comply fully with this Hire Agreement. The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage, and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements. As directed by the Management Committee, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

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 policies in respect thereof.

Hirers who wish to bring in their own drink will have to pay a corkage fee. The sale of alcohol on the Tew Centre licence is only permitted via the licensed bar. Hirers who wish to sell their own alcohol will require a Temporary Event Notice and will need to receive permission to apply for this from the booking manager.

3. Fire hazard

The Hirer shall comply with the following safety conditions.

- a. The Tew Centre's no smoking policy.
- b. Whilst on the premises the Hirer shall have access to a suitable phone with which to call the emergency services if necessary.
- c. The Hirer shall ensure that there are no obvious fire hazards on the premises and that no highly flammable substances are brought into or used in any part of the premises.
- d. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Management Committee. No decorations are to be put up near light fittings or heaters.
- e. The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.
- f. The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner.
- g. The Hirer shall familiarise themselves with the position and use of the fire extinguishers.

4. Means of Escape

- a. Doors shall be kept free from obstruction.
- b. The Hirer shall familiarise themselves with the emergency exits and check that the escape routes can be safely used. A floor plan is displayed in the Centre and a copy attached to this hiring agreement.

5. Outbreaks of fire

- a. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Tew Centre Management Committee.
- b. Occupants should evacuate the building, helping the young and disabled where necessary.
- c. Where safe to do so, the Hirer should check the building room by room.
- d. Everyone should gather at the assembly point by the fence in the car park.
- e. No one should re-enter the building until it has been declared safe.

6. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the Management Committee **as soon as possible** and complete the relevant section in the Centre's accident book. Any failure of equipment belonging to the Tew Centre or brought in by the Hirer must also be reported **as soon as possible**.

7. Compliance with legislation

- a. The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
- b. The Hirer shall ensure that any activities provided for children comply with relevant legislation for the protection of children.
- c. The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements.
- d. 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

8. Compliance with licences

The Hirer shall ensure that the purpose for which the Centre is being used does not breach the Performing Right Society licence. If other licences are required in respect of any activity in the Centre the Hirer should ensure that they hold the relevant licence if the Centre does not already have it.

9. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises.

No illegal drugs may be brought onto the premises.

10. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall ensure that any sound amplification equipment does not cause annoyance to neighbouring properties.

11. Animals

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 the Management Committee. No animals whatsoever are to enter the kitchen at any time.

12. No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Management Committee.

13. Stored Equipment

The Tew Centre Management Committee accept 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 which has been agreed by the Management Committee) must be removed at the end of each hiring or fees may be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Tew Centre Management Committee may, at their discretion, dispose of any stored equipment or other property after giving 7 days notice and may charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

14. Indemnity

The Hirer shall indemnify and keep indemnified each member of the Management Committee, employee and volunteer against: (a) The cost of repair of any damage done to any contents of the premises or any part of the premises including the surrounding land, (b)all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises and (c) all claims, losses, damages and costs suffered or incurred as a consequence of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

The Hirer is urged to take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under the above paragraph.

The Hirer shall, if so required, produce the insurance policy and current receipt or other evidence of cover to the Management Committee representative.

The Tew Centre is insured against any claims arising out of its **own** negligence.

15. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Tew Centre is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Management Committee.

The Tew Centre Management Committee reserve the right to cancel this hiring by written notice to the Hirer if, in the opinion of the Committee, the circumstances warrant such action. Any hire fees already paid will be refunded but the Management Committees will not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

16. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, ensuring that all occupants have left, the building is properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Tew Centre shall be at liberty to make an additional charge. No combustible items should be left in waste bins. Hirers should report any damage to the Booking Secretary.

17. No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

THE TEW CENTRE Registered charity no. 1102191

CONTACT DETAILS

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