

## THE FAIRFIELD CENTRE STANDARD CONDITIONS OF HIRE

If the Hirer is in any doubt as to the meaning of the following, the Fairfield Centre Manager should immediately be consulted.

**1. Age:** The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

**2. Supervision:** 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 however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Fairfield Centre Manager, 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.

**3. 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.

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. Tables and chairs are available for use and should be returned as found after use. Crockery and tea making facilities are available and should be washed, dried and returned as found. The Fairfield Centre shall be at liberty to make an additional charge if the premises is not left as found.

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

**5. Public safety compliance:** The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the centre's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The hirer shall also comply with the Fairfield Centre's Health and Safety Policy.

(a) 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.. Escape routes and the need to keep them clear. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) 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 there are no obvious fire hazards on the premises. Naked flames (e.g., T-Lights or candles, *excepting celebration cakes with candles*) NOT allowed.

## **6. Means of escape:**

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

**7. Outbreaks of fire:** The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Fairfield Centre Manager.

**8. Health and hygiene:** The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

**9. Electrical appliance safety:** The Hirer shall ensure that any electrical appliances brought by them to the premises are fitted with a clear and legible Portable Appliance Testing (PAT) label, that they are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

## **10. Insurance and indemnity:**

(a) The Hirer shall be liable for:

(i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises

(ii) all claims, losses, damages and costs made against or incurred by the Fairfield Centre Management Committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and

(iii) all claims, losses, damages and costs made against or incurred by the Fairfield Centre Management Committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Fairfield Centre Management Committee and the Fairfield Centre employees, volunteers, agents and invitees against such liabilities.

(b) The Fairfield Centre maintains adequate insurance for the liabilities incurred by any persons hiring the centre in connection with the organisation of a private social event on no more than three occasions per hirer during the period of insurance. That insurance does not apply to liability in respect of accidents away from the hired premises; liability arising out of food and drink supplied at the event where such goods have been supplied by a professional caterer; liability arising out of the use of bouncy castles or other inflatables, fly walls, bungee equipment or any similar activity equipment; liability arising from bonfires and fireworks; liability arising out of any organised sports activities; liability arising out of any other activity of a hazardous nature or where indemnity is provided by any other insurance.

(c) The Fairfield Centre does not maintain insurance for the liabilities of any hire for public events (classes, workshops, exercise sessions) or for commercial purposes. Where the hire is for public events or commercial purposes the Hirer shall take out adequate insurance for such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Fairfield Centre Manager. Failure to produce such policy and evidence of cover will render the hiring void and enable the Fairfield Centre Manager to rehire the premises to another hirer. The Fairfield Centre is insured against any claims arising out of its own negligence.

**11. Accidents and dangerous occurrences:** The Hirer must report all accidents involving injury to the public to the Fairfield Centre Manager as soon as possible and complete the relevant section in the Fairfield Centre's accident book. Any failure of equipment belonging to the Fairfield 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 Incident Contact Centre. The Fairfield Centre Manager will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways: Telephone: 0845 3009923 Facsimile: 0845 3009924 Website: [www.riddor.gov.uk](http://www.riddor.gov.uk) or via the HSE website: [www.hse.gov.uk](http://www.hse.gov.uk) Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

**12. Explosives and flammable substances:** The hirer shall ensure that: highly flammable substances are not brought into, or used in any part of the premises and that

**13. Heating:** The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

**14. Drunk and disorderly behaviour and supply of illegal drugs:** The Hirer shall ensure that in order to avoid disturbing neighbours to the centre and 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 nor 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.

**15. Animals:** The Hirer shall ensure that no animals, except Guide Dogs are brought into the premises, other than for a special event agreed to by the Fairfield Centre Management Committee. No animals whatsoever are to enter the kitchen at any time.

**16. Compliance with the Children Act 1989:** The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989.

**17. Fly posting:** The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Fairfield Centre's management committee accordingly against all actions, claims

and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

**18. Sale of goods:** The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws.

**19. Cancellation Policies**

a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election

(b) the Fairfield Centre Management Committee reasonably considering that:

(i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or

(ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring

(c) the premises becoming unfit for the use intended by the Hirer

(d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Fairfield Centre shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

**20. 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 the Fairfield Centre shall be at liberty to make an additional charge

**21. 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, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

**22. Stored equipment:** The Fairfield Centre 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. The Fairfield Centre 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 the Fairfield Centre Management Committee 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.

**24. 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 Fairfield Centre Manager. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Fairfield Centre remain in the premises at the end of the hiring. It will become the property of the Fairfield Centre unless removed by the hirer who must make good to the satisfaction of the Fairfield Centre Management Committee or, if any damage caused to the premises by such removal.

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

**26. Smoking:** The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. In addition to being a no-smoking facility, the use of electronic cigarettes is also prohibited.

**27. General Rules of the Fairfield Centre:** The Hirer shall, and shall ensure that the Hirer's invitees, comply with the **General Rules of the Fairfield Centre** as posted on the Fairfield Centre notice board.