

**NOTE: All organisations or individuals hiring the Winscombe Community Centre premises are bound by these Conditions of Hire.**

### **1. Definitions**

- "Centre" means The Winscombe Community Centre, Sandford Road, Winscombe, North Somerset, BS25 1JA.
- "Conditions" means the standard terms and conditions set out in this document.
- "Hire Agreement" means the agreement whether verbal or written made between the WCA and the Hirer for the hire of the Room(s) or Grounds and the provision of the Services.
- "Grounds" means any part of the Centre's property not within the buildings.
- "WCA" means the Winscombe Community Association.

### **2. Application of Terms**

2.1 Subject to any variation in accordance with these Conditions, the Hire Agreement will be on these Conditions to the exclusion of all other terms and conditions.

2.2 No request for Hire shall be deemed to be accepted by the WCA until a formal verbal or written acknowledgement of Hire is issued by the Bookings Secretary.

2.3 The Hirer must ensure that the terms of its order are complete and accurate.

### **3. Hire**

3.1 Bookings for the Hire of Room(s), Grounds or other facilities and Services shall be made through the Bookings Secretary.

3.2 The WCA Management Committee reserves the right to refuse any booking.

3.3 The minimum charge for a Hire booking is normally the equivalent of the existing fee for a period of two (2) hours.

3.4 Subject to these Conditions the WCA Management Committee gives the Hirer and persons authorised by the Hirer the right to use the Hired Facility for the agreed Period for the sole purpose of the hire function.

3.5 Should the WCA for any reason beyond its control be unable to fulfil its commitments, it will not be liable for damages or compensation.

### **4. Payment**

4.1 The Hirer shall pay the Hire Charge prior to the Hire Period.

4.2 If the Hirer fails to pay the hire charge prior to the hire period, the WCA at its sole discretion, may cancel the booking without further liability to the Hirer.

4.3 Payments for continuous and/or regular booking shall normally be made on a monthly basis.

4.4 The WCA shall also be entitled to invoice the Hirer for any other additional or outstanding charges as a result of the Hire, at any time after the Hire Period. This invoice may also include charges for items such as, but not limited to, additional usage time, additional Services provided, remedial cleaning or repair work etc. Any such invoices presented to the hirer shall be paid not later than 7 days after the date of the invoice.

4.5 In the event that the booking is not used the Hirer will be liable for the full charge

4.6 Payment shall be made to the WCA Treasurer.

### **5. Variations to the Hire Agreement**

5.1 If after acceptance of the Hirer's booking by the WCA in accordance with the provisions of Condition 2.3 the Hirer desires to make variations to the booking the following provisions shall apply:

5.1.1 The Hirer shall notify the WCA Bookings Secretary of any desired changes to the Hire Agreement as soon as possible.

5.1.2 Failure to give at least 7 days notice of a decrease in the number of Rooms to be used may result in the Hirer being charged for the Room(s) that are no longer required.

### **6. Use of Kitchen**

6.1 Hirers of the main building also have use of the kitchen at no extra charge for making tea and coffee. If you wish to use the kitchen to prepare other food there will be an extra service charge. Kitchen equipment cannot be hired for use by persons under the age of 16 years unless supervised by an adult.

6.2 There are also cups and saucers, washing-up facilities and a kettle in the kitchenette adjacent to the 'Wilf Weeks' Room in the 'Headmaster's House', in the Annex, and in the Youth Club.

### **7. Hirer's Obligations**

7.1 The Hirer agrees that:

7.1.1 The Hirer is required to be responsible for the safety of all persons attending the Hirers event whilst on the WCA premises or grounds.

7.1.2 As there is no installed telephone on site, the Hirer should have a working mobile phone while on the premises; and that all persons are aware of the fire exits and all exits are kept clear at all times. A note of all persons attending is made so that should there be an emergency persons can be checked at the fire assembly point. A notice will be displayed in each building indicating the nearest fire assembly point.

7.1.3 The Hirer may display advertising or promotional material on the Centre's notice boards or outside the building on the day of the event.

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dated: 1<sup>st</sup> January 2011

7.1.4 The Hirer shall ensure that no person:

7.1.4.1 Permanently fixes anything to any part of the Centre without the prior written consent of the WCA Management Committee.

7.1.4.2 Causes damage to walls and structures and that NO decorations, notices etc. may be attached to any surfaces - other than to the public notice boards in the main entrance corridor or the Hayden Hall.

7.1.4.3 Fails to comply with any of the safety procedures which have been notified to the Hirer by the WCA representative or as displayed in the main corridor.

7.1.5 The Hirer shall ensure that all persons vacate the Rooms on each day at the times notified by the WCA Bookings Secretary.

7.1.6 The Hirer shall ensure that no activity or performance that takes place during the Function shall infringe any copyright or other intellectual property rights owned by any person without their prior consent.

7.1.7 The Hirer is obligated to be aware of and comply with all applicable requirements and restrictions including but not limited to for example, licences, Criminal Records Bureau (CRB) checks etc imposed by governmental and other authorities or corporations relating to the Function.

7.1.8 The Hirer is obligated to be aware of and comply with the WCA Health & Safety requirements a copy of which is displayed on the main entrance corridor notice board.

7.1.9 The Hirer shall ensure that the maximum permitted number of people shall not be exceeded in the following rooms :-

Haydon Hall :	100 people	Mawson Room :	30 People
Amesbury Room :	30 People	Wilf Weeks Memorial Room :	30 People

7.1.10 The Hirer will obtain effect and keep effective all permissions licences and permits which may from time to time be required in connection with the Function

7.1.11 WCA representatives retain the right at all times to enter the Rooms.

7.1.12 Representatives of WCA Management Committee may for any reason refuse entry to the Centre and require the removal of any person or thing from the Centre.

7.2 On leaving the Centre the Hirer must ensure that all windows and external doors that have been opened by the Hirer are closed and lights switched off, and that the last person to leave the Centre at night should also check that all doors and windows are secure.

7.3 Hirers are responsible for leaving the Centre and Car Park in a clean and tidy condition and if necessary are requested to sweep the floors before leaving. Cleaning equipment is located in the Hilary Mabbett Store and in the toilets in the John Burrows Annexe.

7.4 All property brought on to the premises will be at the owner's risk, and must be both serviceable and safe to use. The WCA insurance does not cover the property of hirers and users of the premises. Hirers are advised to take out their own insurance if they consider it necessary.

7.5 The WCA accepts no responsibility for any damage, theft, or loss of any property brought on to the premises, which includes the car park and field.

7.6 In the event of a power failure, emergency lighting will operate. If the power is not restored promptly the Centre must, for safety reasons, be vacated immediately and left securely locked.

7.7 The Hirer may store equipment and/or materials temporarily at the Centre only with agreement from the WCA Management Committee.

7.8 The Hirer is responsible for setting out any tables and chairs which the Centre makes available and must ensure that the Rooms are left undamaged, clean & tidy and free from rubbish, and that all WCA furniture and equipment is returned to its proper place of storage. Details of furniture storage locations are displayed in each room.

7.9 The Hirer agrees to remove any items brought into the Centre at the end of the Hire period. The Hirer also agrees that at the Hirers expense the WCA is entitled to dispose of any such items remaining on the Centre's premises after 7 days from the end of the Hire Period and that the WCA will not be liable for any resulting losses incurred by the Hirer as a result of this action.

7.10 Hirers are requested to consider local residents when leaving the Centre, particularly late at night.

7.11 Any damage that requires URGENT attention must be reported to a Committee Member by the Hirer as soon as possible. A full list of the Committee Members is displayed in the Community Centre corridor.

7.12 Incidents of vandalism and bad behaviour should be reported to the police promptly. The telephone numbers below are also on display in the main corridor at the Centre. Please ask the police for an Incident Number and make a note of it in the Incident Book. Please describe the incident, noting the names and/or description of the culprits if possible.

**Police telephone numbers to contact:**

999 In the event of an emergency or risk situation (damage or threat to people or property).

or Front-line office, Weston: 01934 638166 (Ask for an Incident Number)

or Portishead 0845456 7000 (Ask for a Call Card number)

**DO NOT** tackle vandals or people displaying bad behaviour. **CALL THE POLICE AND ASK FOR HELP.**

7.12.1 Incident Books are kept in the first aid drawers in the main kitchen and in the annexe kitchen. In the event of an incident, the Hirer must make a note of it in the Incident Book no matter how small the incident may seem.

7.13 There are a number of car parking bays marked for the sole use of disabled drivers. Able bodied drivers must not park their cars in these reserved areas.

## **8. Liability and Indemnity**

8.1 Winscombe Community Association is insured against claims resulting from its own negligence. However this does not extend to hirers of the Centre.

8.2 Hirers should consider the insurance cover that they will need for their event.

8.3 Hirers shall indemnify and keep indemnified each member of Winscombe Community Association and their employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises and (b) all claims 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.

8.4 The Hirer shall take out adequate insurance cover to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire and, on demand, shall produce the insurance certificate or other as evidence of cover. Failure to produce such documentation will render the hiring void and enable the Association to re-hire the premises to another hirer.

## **9. Termination by the WCA**

9.1 The WCA shall have the right to terminate the Hire Agreement immediately by giving notice to the Hirer if:

9.1.1 The Hirer defaults in payment on the due date of any sum under or pursuant to the Hire Agreement and/or the Conditions; or

9.1.2 The WCA has reasonable grounds to believe that the Hirer may default on the payment for the hire; or

9.1.3 The Hirer commits a material breach of the Hire Agreement and/or the Conditions; or

9.1.4 The WCA has reasonable grounds to believe that the Hirer may commit a material breach of the Hire Agreement and/or Conditions.

9.2 If the Hire Agreement is terminated by the WCA Management Committee under Condition 9.1;

9.2.1 The Hirer shall immediately vacate the Centre and ensure that all persons and things brought into the Centre are removed;

9.2.2 The WCA shall be entitled to retain all sums paid under the Hire Agreement and the Hirer shall be liable to pay the balance of the Hire Charges in accordance with the terms of the Hire Agreement and any costs incurred by the WCA in connection with the Function;

9.2.3 The Hirer shall have no claim against the WCA for any loss or damage or liability incurred by the Hirer in consequence of the termination.

## **10. Force Majeure**

The WCA shall not be liable in any way for any failure to perform its obligations or for any loss, damage or delay incurred by the Hirer resulting from circumstances beyond the WCA's reasonable control.

## **11. Health and Safety**

11.1 Organisers of events held on the Centre's premises must ensure that their activities and those of their participants conform to Health and Safety practices and guidelines.

11.2 First Aid kits are located in marked drawers in the main kitchen, the small kitchen opposite the 'Wilf Weeks' Room in the Headmaster's House and in the kitchen area of the Annexe. The kits are provided for use for minor accidents occurring on the Community Centre's premises only. The kits are checked regularly, but it would be appreciated if Hirers would notify the Bookings Secretary if they have had occasion to use a First Aid kit so that items can be replenished.

11.3 All accidents should be recorded in the Accident Book kept in the first aid drawer in the main kitchen.

11.4 Fire exits are clearly marked at the Centre and should be used in cases of fire or other emergencies.

11.5 Fire exits must at all time be free from obstruction and be kept unlocked from the inside while the Centre is in use to allow unhindered passage in times of emergency.

11.6 No Drugs are allowed on the premises and the Centre operates a no smoking policy throughout all buildings.

## **12. General**

12.1 The Hire Agreement and these Conditions constitute the entire agreement between the WCA and the Hirer and supersede any previous agreement.

12.2 The Hirer may not assign, charge or deal in any other manner with the Hire Agreement or any of its rights or obligations under these Conditions or transfer, delegate or sub-contract any of its said rights or obligations without the prior written consent of the WCA Bookings Secretary.

12.7 If any of these Conditions are held to be invalid or unenforceable in whole or in part the validity of the other Conditions shall not be affected.

14.8 The construction, validity and performance of the Hire Agreement and these Conditions shall be governed in all respects by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

14.9 Any queries concerning these Conditions of Hire can be raised with the Bookings Secretary.

Winscombe Community Association  
WCA Management Committee – January 2011