

EAST COMMUNITY ASSOCIATION

STANDARD CONDITIONS OF HIRE FOR COMPLEX

The management of the East Community Complex is vested in the East Community Association, whose powers and composition are defined in the constitution, a copy of which may be obtained from the secretary. Under the provisions of the constitution, the association is empowered to make rules, or to withdraw or amend such rules.

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1. VENUE AND ADDRESS

In all correspondence, posters, advertisement etc the venue should be referred to as the East Community Complex and all correspondence should be addressed to:

EAST COMMUNITY ASSOCIATION

EAST COMMUNITY COMPLEX

PADHOLME ROAD

PETERBOROUGH

PE1 5EN

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2. APPLICATIONS

The application will only be accepted as a booking when the official booking form has been filled out and completed by the bookings clerk, and cannot be accepted from any persons under the age of 18 years of age. The official booking form must be signed by an adult aged 18 years of age and over. A provisional booking will only be held for 10 working days from enquiry.

3. CHARGES AND PAYMENTS

Charges shall be those laid down from time to time by the association who reserve the right to vary charges according to the function. Bookings made prior to April for events that will take place in the next financial year may be liable to increased charges, in line with any increased charges agreed by the association committee.

A £100 / £150 clean up deposit is payable with bookings this will be refundable after 7 days of the event so long as the property is left in a fairly clean state this also includes the outside of the building and field. The total booking fee shall be paid no later than 7 days prior to the event unless otherwise arranged with the bookings clerk, in case of a booking being accepted less than 14 days before the event date, then the full total charge shall become payable immediately.

Payments by cheque, postal order, etc must be made payable to East Community Association.

4. CANCELLATION OF HIRING

1] By the hirer. in the event of a hiring being cancelled by the hirer, 10% of the hiring fee shall be required by the association by way of liquidated damages and not by way of penalty, in respect of such cancellation of hiring provided such cancellations occurs more than 60 days before the date of hiring. where cancellation occurs less than 60 days before the date of event 25% of the total cost shall be forfeited unless date can be relet.

2] By the association. the association reserves the right to cancel the hiring at any time should it require the use of the premises, the association will refund all hiring fees to the hirer but will not be liable for any compensation in respect of cancellations.

5. LIABILITY FOR DAMAGES

The hirer agrees when making the booking to pay on demand to the association the full cost of repairing or making good any damages caused to the property and any of its furniture inside or outside also any equipment, fixtures, fittings contained therein which may be occasioned during the period of hiring.

The Hirer will be taken round by the on duty steward before the event to check all is well and then again after the event to ensure no damages have occurred during the event then to sign the form of fitness.

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PLEASE NOTE THAT FIREWORKS ARE NOT PERMITTED TO BE USED AT ANY TIME OR ANY PART OF THE PROPERTY INSIDE OR OUTSIDE

No paper or metallic type confetti /streamers & party poppers including polystyrene balls are allowed to be used inside or outside of the centre at any time if this happens then loss of your deposit will incur to clean up.

No sparklers are allowed to be used on cakes or in hand anywhere in the centre due to setting the fire alarm system off again loss of deposit will incur.

6. MAXIMUM CAPACITY

The number of persons admitted to the property shall not exceed the numbers stated on our music and dancing licence (see attached price list)

7. SUPERVISION

1] The person in charge of an activity, shall not be under 18 years of age, and shall be on the premises for the full duration of the activity. The hirer shall not be engaged in any duties, which prevent them from exercising general supervision.

2] When the centre or any part are used for the purpose of public entertainment, there shall be a minimum of 2 persons, neither of whom shall be less than 18 years of age on duty where under 100 persons are attending the entertainment. Where 100 to 249 people are present the adult attendants required is increased to 3 persons over the age of 18 years of age.

3] Safeguarding children & young persons. It is a requirement of all hirer's to ensure that adequate safeguards are in place to protect children and young persons by providing sufficient number of adults to supervise the event.

4] All persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall familiarize themselves with all the fire fighting equipment provided.

7A. HEALTH & SAFETY

The complex has facilities in place under the disability & discrimination act, such as disabled toilets, disabled lift for all use, the stewards are here to monitor and support where the complex is concerned and in case of fire.

It is up to the hirer to ensure that people with special requirements or disabilities have any requirements in place before the event and the steward shall be advised of such people.

8. THE HIRER

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the children's act 1989 and that only fit and proper persons have access to the children.

At the end of said function/event all rubbish & black bags must be taken away and disposed of by yourself/hirer. Otherwise the deposit will be forfeit for cost of disposing.

9. APPROVAL OF PERFORMANCE

The hirer, if so requested, shall submit to the association for approval, a copy of the programme of any entertainment to be presented by the hirer and the association if in its opinion the content of such a programme is likely to prove of an objectionable or undesirable nature, reserves the right to cancel the hire. The Association shall not be liable for any compensation in respect of the cancellation but will refund any hire fees paid. Should the hirer fail to comply with all or any of the conditions of hire or with any instructions conveyed to them on behalf of the association, then the hirer and his servants may be excluded from the premises until compliance therewith, but no such exclusion shall relieve the hirer from their obligations hereunder.

NOTE: NO SMOKE OR FOG MACHINES ARE ALLOWED TO BE USED IN THE COMPLEX DUE TO SETTING THE FIRE ALARM SYSTEM OFF IF THIS HAPPENS LOSS OF DEPOSIT WILL INCUR.

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10. EXITS AND ENTRANCES

The hirer shall not obstruct or lock any internal or external entrances or exits of the premises during the period the premises are in use. All seating shall be arranged to allow sufficient gangways and all passages and exits to be kept free from obstruction.

11. VACATION OF PREMISES

If the hirer shall continue to occupy any part or whole of the premises in excess of the hire period then the hirer shall pay at the rate of double the hire fee agreed and shall in addition be responsible for any loss or damage suffered by the association of such additional occupation.

12. LOSS OR THEFT

The association or its officers, agents & servants shall not in any circumstances be responsible to the hirer or any other person for damage to or loss of by, theft or removal of any property or thing whatsoever brought or left by a person (including the hirer) in or upon any part of land outside eg car park or inside of premises.

13. INDEMNITY IN RESPECT OF THIRD PARTY

The hirer shall indemnify the association from and against any claim for damages or costs or expenses which may be made against the association in respect of any personal injury or loss or damage to any property sustained by any person during the period of hire or in consequence thereof.

14 . RIGHT OF ENTRY

The association reserves the right of entry for its duly authorised officers and servants to all parts of the premises at all and any time. Such right of entry relates to the chief constable, the chief fire officer and their duly authorised representatives.

15. SAFETY REQUIREMENTS

All conditions attached to granting of the centre's Public Entertainments Licence, stage play and other such licenses shall be strictly observed. Nothing shall be done which will endanger the users of the building, and the policies of insurance relating to it and to its contents. In particular:

A] Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be immediately available for free access.

B] All groups are expected to co-operate in the fire drills which are arranged at varying times in order to familiarise users with evacuation procedures.

C] Fire fighting apparatus shall be kept in its proper place and only used for its intended purpose.

D] The fire brigade shall be called to any and all outbreak of fire, however slight or small and details of the occurrence shall be given to the association secretary and the fire officer of the association.

E] Performances involving any type of danger to the public shall not be given or allowed.

F] Highly flammable substances shall not be brought into nor used in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton etc) shall be undertaken or erected without prior consent of the Association.

G] No unauthorized heating or electrical appliances shall be on premises.

H] The association person in charge of first aid and medical coverage shall be informed of any accident or injury occurring on the premises.

16. THE HIRER & FOOD

The hirer shall if preparing & serving or selling food shall observe all the relevant food health & hygiene legislation and regulations.

17. THE HIRER AND ELECTRICAL APPLIANCES

The hirer shall ensure that any electrical appliances brought by them or any third party connected with the hirer on to the premises are authorised and approved by the association, shall be safe and in good working order, and used in a safe manner.

17A. ELECTRICAL EQUIPMENT PAT TESTING & INSURANCE

All electrical equipment brought into the complex must have a PAT Test Certificate, which must be shown to the booking clerk 7 days prior to the function/event and must be valid. No disco or group or equipment will be allowed to set up and play if we have not seen the PAT Certificate & an insurance certificate must be held by the entertainment disco, group, etc.

If none of these have been seen 7 days prior then said entertainment may not be allowed to set up.

18. LICENCES

The premises are licensed for music, singing and dancing and the hirer shall be responsible for obtaining all necessary licences for example - occasional licences for sale of liquor or performances of stage plays and the hirer shall ensure that the terms of any such licences are observed and performed.

19. GENERAL

The hirer and stewards will be responsible for ensuring no disorderly conduct is permitted and that any amplified sound emanating from the building is maintained at a reasonable level in the interest of nearby residents.

20. BETTING, GAMING AND LOTTERIES

Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of relevant legislation are strictly observed.

21. CAR PARKING

Cars shall not be parked so as to cause an obstruction at the entrances to, or exits from the centre. Where parking accommodation is provided and available, this must be used in any case users of the centre should avoid noise on arrival and departure. All cars using the disabled bays must show a blue badge. All cars are

parked at owners' risk the association accept no responsibility for any damage caused.

22. THE HIRER AND DOGS

The hirer shall ensure that no dogs except guide dogs are brought into the centre without prior consent of the association.

23. THE COMMITTEE

The committee reserves the right to cancel this hiring in the event of the centre being required for use as a polling station for a parliamentary or local government election or by-election, in which case the hirer shall be entitled to a refund of any and all deposit already paid.

24. IN THE EVENT

In the event of the center or any part thereof being unfit for the use of which it has been hired , the committee shall not be liable to the Hirer for any resulting loss of damage whatsoever.

25. ADVERTISING/ FLY POSTING

If any poster or material advertising an event to be promoted by the hirer shall appear on the external part of the building or structure of any street furniture or on any footpath or highway (except where such material is on a lawful advertisement panel) the association may forthwith cancel the booking and retain 10% of the total hire fee by way of liquidated damages and not by way of penalty in respect of such cancellation.

Updated May 2012.