



# Mareham-Le-Fen Community Centre

Horncastle Road, Mareham-Le-Fen, Lincs. PE22 7QL

Admin: Mareham-Le-Fen Village Hall & Memorial Lawn - Charity No. 1087875



## **CONDITIONS OF HIRE**

## **FOR**

## **MAREHAM LE FEN COMMUNITY CENTRE**

**Administered by  
Mareham Le Fen Village Hall &  
Memorial Lawn Charity  
No 1087875**

# MAREHAM LE FEN COMMUNITY CENTRE

## CONDITIONS OF HIRE

If the Hirer is in any doubt as to the meaning of the following, the Booking Clerk or Chairman should immediately be consulted.

### 1 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 the car parking arrangements so as to avoid disturbance to neighbours. As directed by the Booking Clerk, 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 nor allow the consumption of alcohol thereon without prior notification to the Committee and procurement of appropriate licence from the Committee.

### 3 LICENCES

The Community Centre is fully licenced for the sale of alcohol. Should you wish to have alcohol at your event permission must be sought from the Committee, a fee will usually be required.

Should your event fall outside the list below of activities licensed by ELDC you will need to apply to ELDC for a Temporary Event Notice(TEN).

Please note: A premises can only receive 15 TENs in any calendar year and they cannot be immediately adjacent to one another. As such the Committee cannot guarantee the availability of an appropriate TEN. The issuing by ELDC of a TEN will be on a first come first served basis. The Committee cannot be held responsible for the failure to successfully apply for a TEN and the normal cancellation conditions will apply.

Contact ELDC on 01507 601111 or via [www.e-lindsey.gov.uk](http://www.e-lindsey.gov.uk) and then searching for 'Temporary events'.

Licensable Activities and hours:

Performance of Dance: Everyday	10:00am - 11:00pm
Performance of Live Music: Everyday	10:00am - 11:00pm
Performance of Recorded Music: Everyday	10:00am - 11:00pm
Provision of Facilities for Dancing: Everyday	10:00am - 11:00pm
Performance of a Play: Everyday	10:00am - 11:00pm
Other Entertainment of a similar description to Music/Dancing: Everyday	10:00am - 11:00pm
Seasonal Variations: Easter Sundays	10:00am - 11:00pm
Bank Holiday Sundays	10:00am - 11:00pm

Extension to finish time is at the discretion of the Committee and will incur an additional fee,

The opening hours of the premises are: Everyday with no time restriction.

The Community Centre holds a licence with both the Performing Right Society (PRS) and the Phonographic Performance Limited (PPL) covering the live performance of copyright and recorded music.

## **4 NOISE**

The hirer shall ensure fire exit doors remain closed at all times, except in the case of an emergency. To comply with licencing regulations all windows and external doors must be closed at 23:00 hours if your event is authorised in advance by the Community Centre management committee to extend beyond that time.

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. Car doors banging, music and loud talk will disturb local residents.

## **5 CHILD AND VULNERABLE PERSONS POLICY**

The Hirer shall ensure that all events involving Children and / or Vulnerable Persons have a suitable Child and Vulnerable Persons Policy in place prior to the event to ensure all relevant guidance and regulations are complied with. Hirers can refer to the NSPCC ([www.nspcc.org.uk](http://www.nspcc.org.uk)) or Action on Elder Abuse ([www.elderabuse.org.uk](http://www.elderabuse.org.uk) – 0808 808 8141) amongst others, for further details.

## **6 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.

## **7 PUBLIC SAFETY COMPLIANCE**

The Hirer is responsible for the safety of their attendees during the hire of the premises. The Hirer must instruct their attendees of emergency exit routes. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority and Local Authority as set out within the Hiring Agreement, the Conditions of Hire, the Safety instructions and any conditions of a TEN, if applicable.

## **8 HEALTH, HYGIENE AND SMOKING**

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

Mareham Le Fen Community Centre is a non-smoking premises and as such smoking is strictly prohibited in all internal areas of the building.

## **9 ELECTRICAL APPLIANCE SAFETY**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, PAT tested and used in a safe manner.

## **10 RISK ASSESMENT**

The Hirer shall be responsible for undertaking a Risk Assessment of their facilities, equipment and activities.

## **11 INDEMNITY**

The Hirer shall indemnify and keep indemnified each member of the Community Centre management committee and the Community Centre's 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. The Hirer shall take out adequate insurance 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 policy and current receipt or other evidence of the cover. Failure to produce such policy and evidence of cover will render the hiring void and enable the Centre's Committee to re-hire the premises to another hirer. (The Community Centre is insured against any claims arising out of its own negligence).

## **12 ACCIDENTS AND DANGEROUS OCCURRENCES**

The Hirer must report all accidents involving injury to the public to a member of the Community Centre management committee as soon as possible and complete the relevant section in the Community Centre's accident book (to be found in the foyer). Any failure of equipment, either that belonging to the Community 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 Chairman will give assistance in completing this form, if required. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 1995 (RIDDOR).

## **13 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 in advance by the Community Centre. No animals whatsoever are to enter the kitchen at any time.

## **14 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 and that only fit and proper persons, with appropriate Disclosure and Barring Service clearance, have access to the children.

## **15 FLY POSTING**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisement for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Community Centre's management committee accordingly against all actions, claims and proceedings arising from any breach of the condition. Failure to observe this condition may lead to prosecution by the local authority.

## **16 SALE OF GOODS**

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. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

## **17 CANCELLATION**

If the Hirer wishes to cancel the booking before the date of the event and the Community Centre is unable to obtain a replacement booking, the question of the payment of the fees shall be at the discretion of the Community Centre, retaining all or part of any deposit or balance as deemed appropriate depending on notification period.

The Community Centre reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election.
- (b) The Community Centre management committee reasonably considering that
  - (i) such hiring leading to a breach of licensing conditions, if applicable, or other legal or statutory requirements,

or

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

(c) The premises becoming unfit for the use intended by the Hirer, including, but not limited to, Centre repair or refurbishment.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Community Centre shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever

## **18 END OF HIRE**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, ensuring that the table tops are wiped clean before being stacked in the store room, and that the Centre is properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Community Centre shall be at liberty to make an additional charge.

## **19 STORED EQUIPMENT**

The Community 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 authorised 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 until the same is removed.

The Community Centre may, at its discretion:

(a) In respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable, remove the same within 7 days after the agreed storage period has ended.

(b) In respect of any other property brought on to the premises for the purpose of the hiring, failure by the Hirer to remove the same within 7 days after the hiring, dispose 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.

## **20 ALTERATIONS / FIXINGS**

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, other than to the hooks and notice boards provided, without the prior written approval of the Community Centre Trustees. Any alteration, fixture or fitting or attachment so approved, shall at the discretion of the Community Centre, remain in the premises at the end of the hiring and become the property of the Community Centre or be removed by the Hirer who must make good to the satisfaction of the Committee any damage caused to the premises by such removal.

**21** 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 (via authorised representative, if appropriate) and for ensuring that all conditions of the Public Entertainment and other licences relating to management and supervision of the premises are met.

**22** There shall, in addition to the Hirer, be a minimum of 2 competent attendants on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. If most of the audience is under 18 the number of attendants shall be not less than six. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire-fighting equipment available, how to call the fire brigade and evacuation procedure.

Additional attendants are required if the audience is mostly under 16, or if there are many disabled people present.

**23** The number of people on the premises shall not exceed for:

Dancing	200,
Seated Theatre Style	200,
Dinners etc.	140.

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

**25** The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied.

**26** The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be made known to the representative of the management committee. In the event of a fire, the Centre should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called. The exact location of the fire exits and fire extinguishers must be noted before the Hall is occupied and the manner of opening fire doors should be made known to your guests. A sketch plan showing locations of these is shown on sheet attached.

**27** Performances involving danger to the public shall not be given.

**28** Highly flammable substances shall not be brought into, or used in any portion of the premises.

**29** No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee.

**30** 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.

**31** After the times set out in the Hiring Agreement only those helping to clear up the Hall shall be in the Hall. Failure to comply with this will result in the forfeiture of the Special Deposit.

**32** The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

**33** The Hirer acknowledges that they have received instructions in the following matters:

- The action to be taken in the event of fire. This includes calling the fire brigade and evacuating the hall.
- The location and use of fire equipment, including diagram of location.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.

**34** In advance of the 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 exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

## Fire Safety Checklist for hirers

### Before admission of the public

1. All exit doors are unlocked, any fastenings removed, and the push-bar mechanism tested and in good working order.
2. Any door on an escape route **NOT** opening in the direction of travel are locked in the open position.
3. Escape routes are free from obstruction and available for use.
4. Any fire doors are closed and not wedged or propped open.
5. Fire-fighting equipment is in place and unobstructed.
6. There is no combustible storage in areas open to the public.
7. Manual fire alarm is operable or power is on to electrical alarm.
8. Exit signs are illuminated. The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).
9. There is no obvious fire hazard in, or near, the building.

### End of function

12. Search for smouldering fires or cigarettes left burning.
13. Check that cooker is turned off.
14. Check that all electrical appliances are turned off and unplugged, except where marked otherwise.
15. Close all internal doors and windows.
16. Turn out all lights.
17. Secure all outside doors.



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