

THE STITHIANS CENTRE HIRE AGREEMENT

This hire agreement must be read in conjunction with:

The Stithians Centre Hire Agreement- COVID Addendum, 14 July 2020

This hall hire agreement is prepared in accordance with ACRE (Action with Communities in Rural England) standard hire agreements

All bookings must be confirmed in writing, (electronic communications are acceptable for information and enquiries on stithianscentre@hotmail.co.uk and telephone: **07394 657 960**). The hire charges are available on The Stithians Centre website or from the Bookings Officer and the conditions are detailed below.

Bookings Officer: Tel **07394657960** or email stithianscentre@hotmail.co.uk

BOOKING CONDITIONS

1. **Private hire-** To hire The Stithians Centre or areas thereof the HIRER will be required to complete a booking form together with the payment in full to the Bookings Officer
2. **Non-private hire** - For non-private hire the HIRER will be required to pay a deposit of £20 per *session*, (i.e. day or part of a day).
3. The Management Committee requires the Hirer to read and abide by the Standard Conditions of Hire and the Special conditions, where applicable, in full.
4. **Cancellation** –If a Hirer wishes to cancel a booking any deposit may be forfeit and the Committee reserve the right to charge a cancellation fee; if less than 24 hours' notice is given the full hire charge may be payable. In all cases, a cancellation fee of 20% of the hire fee will be charged for cancellations within 30 days of the event and 50% for a cancellation within 7 days of the event.

The Stithians 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 by-election
- (b) The Stithians 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 monies already paid, but the Stithians Centre shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

5. Please Make Cheques Payable to The Stithians Centre

6. Access

Opening up timing at the Centre: hirers need to say on the booking form the exact time when they need access to the Centre and when they will have finished clearing up and will be leaving the Centre, to enable the Caretaker to plan his time. Please note - Hirers will be allowed 30 minutes for setting up & cleaning etc, and charged for the duration of their booked time **less** those 30 minutes, subject to a minimum charge of 1 hour.

If hirer requires more set up and clearance time than the 30 minutes please give advice accordingly, but please note the hirer will be charged for the extra time.

THE STITHIANS CENTRE HIRE AGREEMENT: SPECIAL CONDITIONS OF HIRE

These Special Conditions of Hire include provisions required to comply with the Premises License issued under the Licensing Act 2003. These conditions apply to all events at which regulated entertainment or the sale of alcohol takes place.

1. Hours of Opening & Specific Exclusions

- *The premises shall not be used for licensable activities except between the hours of 9.00 and 23.30 unless special permission has been issued by Cornwall Council and TSC*
- *The hall will not be hired out for birthday parties or similar events to persons between the ages of 18 -24 unless they have special permission from TSC*

2. Capacity and Supervision. The number of people on the premises: -

HENDRA ROOM – (meeting room IT suite) - 20 seated, 40 standing or seated as for concert

TREGONNING HALL – 104 seated round tables or 200 standing or seated as for concert.

IF OVER 100 PEOPLE IN THE HALL ALL FIRE EXITS MUST BE KEPT OPEN FOR THE DURATION OF THE EVENT. See diagram for location of exits

FOUNDRY ROOM, - (small reception room), - 32 seated round tables or 50 standing or seated as for concert

3. Age. The Hirer must be over 18 years of age and 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 of the Premises Licence and/or the Operating Schedule relating to management and supervision of the premises are met.

4. Dangerous and unsuitable Performances. Performances involving danger to the public, or of a sexually explicit nature, shall not be given.

5. Film Shows. Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Films with 18 classifications are NOT allowed to be screened in the Stithians Centre.

THE STITHIANS CENTRE HIRE AGREEMENT: STANDARD CONDITIONS OF HIRE

These standard conditions apply to all hiring of The Stithians Centre. If the Hirer is in any doubt as to the meaning of the following, the Centre's Bookings Officer 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 car parking arrangements to avoid obstruction of the highway & emergency exits. As directed by the Hall 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.

Private parties: the hirer must ensure adequate supervision by mature adults, at parties of persons aged 21 or under. Children should also be well supervised, especially with regard to the kitchen area.

No hard ball games are permitted. Please contact the Committee first if you are considering using bouncy castles.

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 written permission.

3. 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.

4. Licences

If licences are required in respect of **any** activity in The Stithians Centre, the Hirer should ensure that they hold the relevant licence or The Stithians Centre holds it.

No intoxicating liquor is permitted to be sold, bought, or consumed on the premises **without** the prior permission of the Committee, and the hirer obtaining a temporary licence for the sale of alcohol, if required. If permission for an application for a temporary, (magistrate's), licence is given, a copy of the licence granted must be sent to the Committee's Booking Officer before the date of the function. The licence must be in the name of the promoter of the event; the Committee cannot apply for licences on behalf of hirers. Hirers may apply to TSC to use TSC licence for an agreed fee; however it will be at the discretion of TSC committee to grant this. Hirers may be asked to obtain their own temporary events notices, TENS.

Television licence- TSC does not have a television licence therefore hirers may not watch or record live TV programmes on any channel or device or download or watch BBC programmes on iPlayer.

5. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Licensing Authority 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.

(a) The Hirer acknowledges that they have read the **safety rules and fire safety guidance provided in the entrances to The Stithians Centre**, which provide instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Fire assembly points: outside the hall on the pavement on Church Rd and outside on paved area in front of Stithians Pre-School entrance
- Method of operation of escape door fastenings.
- 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.

(c) At the commencement of any function, the hirer **MUST**:

- Take an accurate register or headcount which should be available to emergency services and the Committee or their representatives and be recorded in one of the books provided at the entrances to the building;
- Inform all persons attending of the procedure to be followed in the event of a fire or other emergency, and in particular the location of the fire exits, assembly points and fire extinguishers.

(d) It is the hirer's responsibility to do a risk assessment of their event or activity but only provide the TSC with a written copy if requested. Risk assessment advice can be obtained from the Bookings Officer or found on our website.

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 Caretaker.

8. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetables and meat in The Stithians Centre must be refrigerated and stored in compliance with the relevant Food Temperature Regulations.

9. Electrical Appliance Safety

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 in accordance with the Electricity at Work Regulations 1989.

10. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of The Stithians Centre management committee, or their representative Caretaker, as soon as possible and complete the relevant section in The Stithians Centre's accident book. Any damage to The Centre property or failure of equipment belonging to Stithians Centre or brought in by the Hirer must be reported to the Caretaker as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. (see RIDDOR pamphlet with the Accident book), The Committee will assist in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

11. Indemnity clause (only applicable at discretion of the Committee). 11. Indemnity (for use in special circumstances)

(a) The Hirer shall indemnify and keep indemnified each member of The Stithians Centre Management Committee, TSC, and TSC employees, volunteers, agents and invitees against

- the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises
- 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 (including the storage of equipment) by the Hirer, and
- all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

(b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organization and invitees against the Hirer's liability under paragraph 11(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the TSC Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable The Stithians Centre Management Committee to rehire the premises to another hirer. The Stithians Centre is insured against any claims arising out of its **own** negligence.

12. Explosives and Flammable Substances

The hirer shall ensure that:

- a) **Highly flammable substances are not brought into**, or used in any part of the premises and that

- b) **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.
- c) **Smoke machines** - The use of smoke machines in The Stithians Centre is NOT permitted.

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 hall 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 or sold 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.

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

16. Compliance with The Children Act 1989 and subsequent legislation

Activities for unaccompanied children and vulnerable adults:

It is the responsibility of the Hirer to comply with obligations and responsibilities etc. pertinent to their activity, e.g. an activity or club which involves unaccompanied children or vulnerable adults. 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 subsequent legislation and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide The Stithians Centre Committee with a copy of their Child Protection Policy on request.

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 Stithians Centre 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. (Hirers may wish to contact The Stithians Centre management committee who will be happy to help promote their event or activity.)

18. 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 organizer's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

19. Smoking

Smoking is not permitted anywhere on the premises.

20. Parking

Limited kerbside parking is available. Please ensure that vehicles are parked so as to not cause obstruction or annoyance to other road users. **Note** there is also a nearby car park in the New Playing Field behind the tennis court.

Parking space for those with disability:

Please use in the disabled parking space correctly and try to leave the space clear by the disabled access gate, which is further up the road.

22. 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.

23. Stored Equipment

The Stithians 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.

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

No drawing pins, 'blue-tac', adhesive tape or similar fixings are to be used on doors, walls, dado cable trunking or painted surfaces. Notice Boards are provided both inside and outside the premises to advertise events.

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. 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 Stithians Centre shall be at liberty to make an additional charge, (minimum £15).

- If the Committee crockery etc. is used, this should be washed, dried and put away. The dishwasher should be used unless the amount of crockery is minimal. Instructions for its use are in the kitchen and must be followed. (For washing in the kitchen sinks you will need to provide your own washing up liquid, tea towels etc.).
- Empty bottles, boxes, rubbish etc. and any unused or unsold items from the function must be removed immediately after use.
- All water taps, heaters etc. are turned off – especially in the toilet areas; all windows are locked; the blinds drawn; all doors, including fire doors, are closed, and all interior lights are switched off.

27. Permitted entry

The Committee reserve the right for the Caretaker or the Committee's authorised representative to enter the premises during any function. Any breach of the Conditions of Hire may result in the immediate closure of the building.

Reference to the Committee in the above refers to The Stithians Centre Management Committee