

# Zebon Copse Centre - Standard Conditions of Hire

updated June 2013

These standard conditions apply to all hiring of the Zebon Copse Centre. If the Hirer is in any doubt as to the meaning of the following, the Zebon Copse Centre Administrator(s) should 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 (or represented by an authorised deputy, if applicable) 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 Crookham Village Parish Council, 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 Hire 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.

**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. Licensable activities**

The Hirer must ensure that either they or The Zebon Copse Centre holds the relevant licence in respect of any licensable activity to be held at the Centre.

**6. 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 Zebon Copse Centre 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 Zebon Copse Centre's Health and Safety policy.

The Hirer acknowledges that, via the Hirer's Information Sheet, they have received instruction in: the action to be taken in event of fire (including calling the Fire Brigade and evacuating the hall), the location and use of fire equipment, 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, checks to be made in advance of an entertainment or play.

**7. Means of escape**

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

**8. Outbreaks of fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Zebon Copse Centre Administrator(s).

**9. Health and hygiene**

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

**10. 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.

**11. 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 Crookham Village Parish Council, its 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 Crookham Village Parish Council, its 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 Crookham Village Parish Council and its employees, volunteers, agents and invitees against such liabilities.

(b) Crookham Village Parish Council shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non commercial Hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. Crookham Village Parish Council shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of Crookham Village Parish Council and its employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where Crookham Village Parish Council does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to Crookham Village Parish Council. Failure to produce such policy and evidence of cover will render the hiring void and enable the Zebon Copse Centre Administrator(s) to rehire the premises to another Hirer.

Crookham Village Parish Council is insured against any claims arising out of its **own** negligence.

**12. Accidents and dangerous occurrences**

A First Aid Kit and Eye Wash Centre are located in the kitchen to the left of the cooker.

The Hirer must report all accidents involving injury to the public to the Zebon Copse Centre Administrator(s) as soon as possible and complete the relevant section in the Zebon Copse Centre Accident Book (located in the kitchen to the left of the cooker).

Any failure of equipment belonging to the Centre 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 Zebon Copse Centre Administrator(s) 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

**13. 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 Zebon Copse Centre Administrator(s). No decorations are to be put up near light fittings or heaters.

Decorative candles (incl. tea lights), **smoke machines**, indoor fireworks and similar items are not permitted. Birthday cake candles may be lit but should remain alight for the minimum amount of time possible.

**14. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

**15. Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall ensure that in order to avoid disturbing local residents 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.

**16. 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 Crookham Village Parish Council. No animals whatsoever are to enter the kitchen area at any time.

**17. 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 who have passed the appropriate Criminal Records Bureau checks and comply with ISA requirements 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 Zebon Copse Centre Administrator(s) with a copy of their CRB check and Child Protection Policy on request.

**18. Coaching/teaching**

All bookings of a coaching/teaching nature are taken on the understanding that an appropriate coaching/teaching qualification from a recognized sport or coaching body or association is in place. Crookham Village Parish Council reserves the right to scrutinize such qualifications and copies must be provided on request.

**19. 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 Crookham Village Parish Council 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.

**20. 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.

**21. Film shows**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

## **22. Cancellation**

If the Hirer wishes to cancel a casual booking before the date of the event, Crookham Village Parish Council must be informed in writing. Refund of charges will be made as follows:

- (a) more than 28 days notice given - 100% of total fee refunded,
- (b) 15 to 28 days notice given - 75% of total fee refunded
- (c) 8 to 14 days notice given - 50% of total fee refunded
- (d) 7 days notice given - 25% of total fee refunded
- (e) less than 7 days notice given – no refund given

In the event of cancellation by the Hirer of any remaining block bookings, the Hirer must give at least 28 days notice in writing. Failure to do so will result in any refund being subject to a refund scale as above. Should the Hirer wish to cancel any one block booking, at least 7 days notice must be provided in writing. Any such cancellation must be by the actual named Hirer, save in exceptional circumstances. One off cancellations of block bookings will not be applicable for refund.

Transfer of payment to other bookings is not permitted

Crookham Village Parish Council reserves the right to refuse hire to certain individuals, organisations or particular functions and to cancel or amend bookings if necessary. Any such cancellations or amendments will be notified to the Hirer in advance. In any such case the Hirer shall be entitled to a refund of any fee already paid, but Crookham Village Parish Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **23. End of hire**

The Hirer shall be responsible for leaving the premises promptly at the end of the hire period as specified in clause 1.2 and 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. In the event of any failure to do so, the Hirer shall pay on demand the amount of any resulting losses or cost without prejudice to any other rights or remedies available.

## **24. 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 must, 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. Please note that all licenced activities and therefore all noise, must cease by 23:00 Monday – Saturday and by 22:00 on a Sunday. Please respect our neighbours and leave quietly.

## **25. Stored equipment**

Crookham Village Parish Council 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.

Crookham Village Parish Council 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 Crookham Village Parish Council 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.

**26. 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 Zebon Copse Centre Administrator(s). Any alteration, fixture or fitting or attachment so approved shall, at the discretion of Crookham Village Parish Council, remain in the premises at the end of the hiring. It will become the property of Crookham Village Parish Council unless removed by the Hirer who must make good to the satisfaction of Crookham Village Parish Council any damage caused to the premises by such removal.

**27. No rights**

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

**28. Dangerous and unsuitable performances**

Performances involving danger to the public or of a sexually explicit nature shall not be given.

**29. Smoking**

Smoking is not permitted anywhere in, or immediately surrounding the Zebon Copse Centre. 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.

**30. Return of Deposit**

At its sole discretion, Crookham Village Parish Council shall be entitled to withhold repayment of the specified deposit in the event that the Hirer fails to meet the Hirer's obligations under the Standard Conditions of Hire. Withholding such deposit shall not preclude Crookham Village Parish Council from seeking such damages from the Hirer as may be appropriate for any breach of the Conditions of Hire.

## Zebon Copse Centre – Fire Safety Information

### 1. Responsibility

The Hirer (or an authorized deputy, if appropriate) must be in attendance at all times and is responsible for ensuring that fire instructions are adhered to for the duration of the function/activity and are made known to their group/guests.

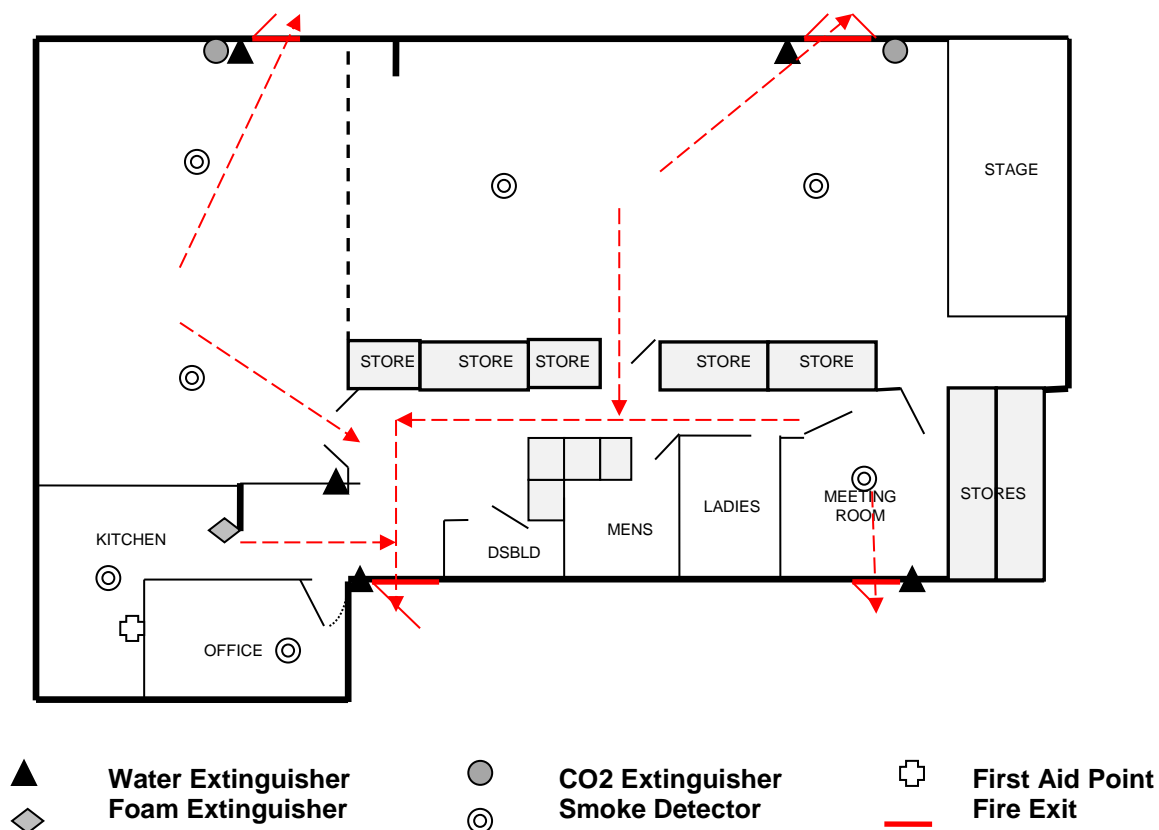
### 2. Entering/Leaving the Building

Hirers holding keys to the Centre should ensure that on opening the building, the fire alarm panel is showing a green, 'supply present' light only. No fire exits or escape routes should be obstructed or fire doors wedged open. On closing the building, fire exits and escape routes must be unobstructed, closed and secured. Kitchen shutters should be closed and any electrical appliances (excl. fridge) switched off.

### 3. Action to be taken on discovering a fire, detecting smoke or a smell of burning

1. Raise the alarm by breaking the nearest fire alarm break glass point. These are located at every fire exit.
2. Evacuate the Centre in an orderly manner, using the appropriate exits.
3. Ensure that the kitchen and toilet areas are checked and that internal fire doors are closed (assuming it is safe to do so).
4. Assemble your group at the Fire Assembly Point.
5. Alert the Fire Service by dialing 999 and giving the Centre address details:  
Zebon Copse Centre, Danvers Drive, Church Crookham, Fleet, GU52 0ZE
6. Alert the Centre Administrator(s) on 07980 299 217/221
7. Await the arrival of the Fire Service.

*If trained to do so, attempts may be made to extinguish the fire using the appropriate extinguisher(s). However, at no time should anyone's life be put in danger and priority should be given to evacuating the Centre.*



**FIRE ASSEMBLY POINT IN RECESSED AREA OF CAR PARK IN FRONT OF THE CENTRE MARKED WITH A 'FIRE ASSEMBLY' SIGN AFFIXED TO THE LAMPPOST**