

RUSTINGTON YOUTH CENTRE

NO SMOKING OR VAPING POLICY

Please note that smoking or vaping is **NOT** permitted in any part of the Youth Centre and smoke detectors are in operation.

STANDARD CONDITIONS OF HIRE

(If the Hirer is in any doubt as to the meaning of the following, the Clerk of the Council should immediately be consulted.)

For the purpose of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

- 1. THE HIRER** will, 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.
- 2. 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 sale of alcoholic liquor thereon without the necessary Licence.
- 3. THE HIRER** shall be responsible for obtaining such licences/notices as may be needed whether for the sale or supply of alcohol on the premises, and from the Performing Rights Society, from Phonographic Performance Limited or otherwise (if appropriate) and for the observance of the same. A copy of such Licence(s) to be provided to the Council for retention, prior to the Hiring.
- 4. 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. THE HIRER** shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
- 6. THE HIRER** shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
- 7. THE HIRER** shall ensure that any electrical appliances brought into the premises and used there shall be safe and in good working order, checked by a competent person, and used in a safe manner. Portable Appliance Test Certificates for the equipment must be available for inspection when the equipment is in use.

8. THE HIRER shall be responsible for ensuring that he/she has received instruction in the following matters:-

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Centre
- The location and use of fire equipment
- Escape routes and the need to keep them clear
- 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.

9. THE HIRER shall ensure that in the event of the need for an evacuation, arrangements must be made for all disabled persons to be escorted safely from the premises.

10. THE HIRER shall ensure that, in the case of any accident occurring on the premises the subject of the hiring, full details are recorded in the Accident Books, which is provided in the Kitchen. As soon as practicable, the Council's staff must be informed of any such accident.

11. THE HIRER shall be responsible for ensuring that the number of persons on the premises hired shall not exceed the following:-

Kilhams Hall (Full Hall)

When used for closely seated audience	80 persons
When used for dancing	80 persons
When used for functions with seating at tables	50 persons
Maximum number of wheelchairs permitted	To be agreed with Fire Officer

Norfolk Lounge

When used for closely seated audience	25 persons
When used for functions with seating at tables	20 persons
Maximum number of wheelchairs permitted	To be agreed with Fire Officer

12. THE HIRER shall ensure that:-

- (i) Highly flammable substances shall not be brought into, or used in any portion of the premises
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Council.

13. THE HIRER shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the Council. Portable Liquified Propane Gas (LPG) heating appliances shall not be used.

14. THE HIRER shall indemnify the Council for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

15. THE HIRER may cancel the booking up to 21 days before the date required without charge. After that date, the full charge for the booking will be payable unless the accommodation can be re-let.

16. THE HIRER shall ensure that the minimum of noise is made on arrival and departure.

- 17. THE HIRER** shall ensure that all amplified music is kept at such a level as not to disturb nearby residents, or the Deposit paid may be forfeited.
- 18. THE HIRER** shall ensure that the premises are vacated by 11.30 pm. Any **HIRER** contravening this condition will forfeit the Deposit paid.
- 19. THE HIRER** shall obtain written permission from the Council for the use of the premises beyond 11.30 pm. Such permission will only be given on special occasions, such as New Year's Eve.
- 20. THE COUNCIL** shall not be held responsible for any damage done to, or loss of, any item brought to the premises by the **HIRER**.
- 21. THE HIRER** shall ensure that no dogs except Accredited Guide and Assisted dogs are brought into the Centre.
- 22. AT THE END** of the hiring, the **HIRER** shall be responsible for leaving the premises and surrounds 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 Council shall be at liberty to make an additional charge.
- 23. THE COUNCIL** 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 deposit already paid, or may be offered an alternative date.
- 24. IN THE EVENT** of the Centre or any part thereof being rendered unfit for the use for which is has been hired, the Council shall not be liable to the **HIRER** for any resulting loss or damage whatsoever.
- 25. THE HIRER** shall ensure that any activities for children under eighteen years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons have access to the children.
- 26. THE COUNCIL** reserves the right to refuse a booking without notice or to cancel this Hiring Agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the **HIRER**.
- The **HIRER** shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the **HIRER** to the Council but the Council shall not be liable to make any further payment to the **HIRER**.
- 27. THE HIRER** shall ensure that Public Liability Insurance is obtained, where applicable. A copy of any such Certificate to be provided to the Council for retention, prior to the Hiring.

POINTS TO WATCH

FOR PRIVATE FUNCTIONS AND PUBLIC DANCES, DISCOS, ETC.

1. You are strongly recommended to provide stewards capable of dealing with any trouble from gatecrashers or rowdies.
2. You must ensure that the number of persons permitted under the terms of our Licence is not exceeded.
3. **SMOKE MACHINES** are not permitted.
4. The **LICENSEE**, if any, is responsible for enforcing the Law regarding the sale, etc., of alcohol refreshments. Any Licensee who flouts the regulations is unlikely to be allowed to operate a Licensed Bar in the Youth Centre subsequently.
5. Please note that the use of the premises is subject to Licenses and Fire Certificates and the terms and conditions set out in these must be complied with. The terms of our Licence stipulate that all functions must have ended and **everyone have left** by the appropriate time. In accordance with this, **HIRERS** should ensure that their function finishes at 11.00 pm and that the premises are vacated by 11.30 pm.
6. Please be courteous to the residents living in close proximity to the Centre. In particular, ask your guests, etc., to avoid shouting and slamming car doors as they leave!
7. **First Aid** - A Basic First Aid Kit is available in the Kitchen.
8. **Recorded Music** - In accordance with the Copyright Design and Patents Act of 1988, copyright fees for the recording rights in playing recorded music are not payable where these form part of the activities of, or are for the benefit of, a Village Hall, a Club, Society or other Organisation not established or conducted for profit, whose main objects are charitable, or are otherwise concerned with the advancement of religion, education or social welfare. If a charge is made for admission, the **whole** of the proceeds must be applied to the purposes of the Organisation, and not to any other purposes.
9. **In the case of a Fire or Breach of Security** - Please telephone the number shown on the "Fire Instructions & Evacuation Procedures" notices by the Fire Exits.

For all other emergencies telephone 07752 493539.

10. **PLEASE REMEMBER** to pick up the keys from the Council Offices. Office Hours are 10.00 am to 4.30 pm, Monday to Friday. Office Telephone Number is (01903) 786420.

November 2022