



Terms & Conditions of Hire - Corporate Hire

Middleton St George Community Centre, E: msgcommunitycentre@gmail.com
Registered Charity Number 506724

For the purposes of these conditions, the term Hirer shall mean an individual hirer or, where the Hirer is an organisation or group, the authorised representative. The Hirer will be over 18 years of age. The term MSGCC shall mean the Middleton St George Community Centre. The term MSGCA shall mean Middleton St George Community Association. **The Hirer shall:**

- 1 **Supervision:** be responsible for the supervision of the premises; their care and safety from damage and the conduct of all persons using the facilities during the hire period. As directed by MSGCA, 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:** not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-let or use the premises for any unlawful purpose nor do anything which may endanger the premises or render invalid any insurance policies, nor allow the consumption of alcohol without written permission from MSGCA.
- 3 **Gaming, betting & lotteries:** ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
- 4 **Licensable activities:** (or his/her agent), be responsible for obtaining all necessary licences for any activities to be carried out during the hire period including (but not limited to) a PPS PPL licence. Alcohol may only be sold if the Hirer, or his/her agent, has either (a) applied for and been granted a Function Licence under MSGCC's Premises Licence or (b) issued a Temporary Event Notice (TEN) to the Licensing Authority. The Hirer must not issue a TEN to the Licensing Authority without the written consent of the MSGCA Management Committee.
- 5 **Public safety compliance:** comply with all conditions and regulations made in respect of the premises by the Local Authority, Licensing Authority, the hall's 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 MSGCA's Health and Safety policy. Under the Fire Safety Order 2006 Hirers bear the responsibility for fire safety for the duration of their hire. As a Hirer of MSGCC you are responsible for:-
 - Un-bolting the **FIRE Exit Door** before your event and bolt on leaving. (This door is located through the door at the bottom of the Main Hall to the left of the stage).
 - Being familiar with the location of fire equipment, layout of the building and escape routes as indicated by the green 'running man' signs. The fire assembly point is in the car park.
 - Making sure that all escape routes are kept free from obstruction and fire doors are not wedged open.
 - Being familiar with the contents of the Fire Action Notices located at various points throughout the building, which inform you what to do in the event of a fire.
 - Calling the Fire Brigade to **all** fires, evacuating the building and informing MSGCAHighly flammable substances should not be brought into or used on the premises. Internal decorations of a combustible nature should only be used with written consent from MSGCA. No decorations are to be placed on or near light fittings or radiators.
- 6 **Health & hygiene:** if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. The kitchen is provided with a refrigerator.
- 7 **Electrical appliance safety:** ensure that all electrical appliances brought into the premises have a current PAT certificate, and are used in a safe manner in accordance with current legislation. No unauthorised heating appliances shall be used on the premises when open to the public. Any outside electricity use must be via the RCD plug socket in the kitchen.
- 8 **Insurance and indemnity:** be liable for any claims, losses, damages, costs or injury that is incurred during the period of hire. This to include insurance cover against any third-party claims which may lie against them (or the organisation if acting as a representative) whilst using the premises.
- 9 **Accidents:** Any accident occurring in the Hall, the grounds or car park during the hire period must be recorded in the Accident Book located in the kitchen next to the First Aid box. All accidents must be reported to MSGCA.

- 10 **Drunk and disorderly behaviour and supply of illegal drugs:** ensure the minimum of noise is made on arrival and departure and when using sound equipment, out of respect for our neighbours. 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 or under the age of 18. Any person behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.
- 11 **Compliance with Safeguarding and subsequent legislation:** ensure that regulated activities (for children and adults) should comply with Safeguarding and other relevant legislation. The Hirer will also ensure that any appropriate Disclosure and Barring Service (DBS) Checks have been obtained. The Hirer shall provide the Association with a copy of their DBS Check and Safeguarding (Children and/or Adult) Policy on request.
- 12 **Cancellation:** give one months' notice or if less than 1 month before the date of the booking, the Hirer will be liable for 100% of the hire charge (consideration of certain unforeseen circumstances may be taken into account by MSGCA whereby the hire charge could be waived). MSGCA has the right to cancel any bookings in the public interest without compensation and with one months' notice. All on-going bookings will cease on 31 January each year, when new charge rates and/or timetable changes may come into effect. Confirmation of continuation of the booking must be agreed by both the Hirer and MSGCA in writing. On occasion it may be necessary to cancel a booking due to causes beyond MSGCA's control and without notice. In these circumstances MSGCA will notify Hirers whose bookings are impacted at our earliest opportunity and will consider refunding the booking fee for that period of hire, but will not be liable for any other costs incurred by the Hirer.
- 13 **End of hire:** be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked, secured, the key is returned to the key safe and the burglar alarm armed. Any contents temporarily removed from their usual positions shall be properly replaced; otherwise MSGCA will charge £20 an hour for remedial cleaning/tidying. Any repair work required as a result of the hire, will be charged at cost plus a £10 arrangement fee.
- 14 **Stored equipment:** No equipment should be left on site without the permission of MSGCA. Once approved, Hirers will be charged a maximum of £10 per calendar month, or a sum to be determined by MSGCA.
- 15 **Bouncy castle:** Only one Bouncy castle or inflatable item can be used per event. The Hirer is responsible for obtain a current copy of the bouncy castle hire companies' public liability insurance. The Hirer must make sure the area is safe from wires and trip hazards. No Ball Games or Ball parties are permitted in the Hall.
- 16 **Keys:** The keys for the entrance door and Meeting room are in the key safe located on the wall to the right-hand side of the front door. The key code will be given to the Hirer upon confirmation of the booking by the Booking Secretary. The Hirer may not make or permit anyone else to make copies of any of the MSGCC keys.
- 17 **Smoking:** MSGCC is a NO SMOKING building. The Hirer must not allow anyone attending the event to smoke in the building, at any time, during the hire period.
- 18 **Capacity:** The maximum number of people in the main hall is 100 and 15 in the Meeting Room. These numbers cannot be exceeded.
- 19 **Animals:** No animals are permitted in the MSGCC except Guide Dogs which are not permitted in the kitchen at any time.
- 20 **Facility issues:** If there are any problems with the Hall facilities or equipment during the hire period, the Hirer should contact MSGCA via msgcommunitycentre@mail.com and report the problem/s encountered.
- 21 **MSGCA access:** MSGCA reserves the right for any of its Committee Members to have full access to the Hall during the hire period.
- 22 **Payment:** The hire period will be invoiced monthly in advance and is due for payment no later than 14 days from the date of invoice, unless otherwise agreed in writing by the Treasurer. If payment of an invoice is made later than the stated payment terms twice consecutively, the hire will cease until all outstanding payments have been made, and a new contract issued. MSGCA reserve the right to withdraw credit facilities and the Hirer will operate on a 'pay as you go' basis. A deposit of one month's hire may be required. This will be held during the term of hire and refunded at the end. Once all certificates/policies/licences have been received, a Confirmation of Booking will be emailed to the Hirer. Hiring cannot commence until all legal documentation has been emailed and received by MSGCA at msgcommunitycentre@gmail.com .