



Terms & Conditions of Hire - Private 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. 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:** have sight of any third party insurances, policies or licences required by law prior to the period of hire.
- 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. With the exception of private parties, where events are organised for children, the Hirer will have a valid certificate from the Disclosure and Barring Service together with a Safeguarding policy. The DBS certificate must also cover person/s that are engaged by the Hirer with the child-minding responsibilities. There shall be a minimum of three competent persons over 18 years of age to supervise all children's events. Children are not allowed in the Hall unaccompanied. Where the event is predominantly for children under the age of 16 years there shall be additional adult supervision. For more information: www.nspcc.org.uk
- 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. MSGCA has the right to cancel any bookings in the public interest without compensation and with one months' notice. 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 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 **Storage of equipment:** remove all Hirer's equipment at the end of the hire period, unless otherwise agreed by MSGCA.
- 15 **Ball Games/Bouncy castle:** No ball games or ball parties are permitted in the hall. 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.
- 16 **MSGCC equipment/furniture:** not use these outside the hall unless prior written permission has been obtained from MSGCA. All equipment/furniture used must be cleaned and replaced in their original position inside at the end of the hire.
- 17 **Keys:** The keys to the centre should be collected from Hills News Londis, The Post Office, 5 the Square, MSG, DL2 1EG once full payment has been made. You are not permitted to collect the keys prior to 15 minutes before the start time of your hire. The keys should be returned to Londis as soon as the hire period has ended, or first thing the next day, whichever is the soonest. The Hirer may not make or permit anyone else to make copies of any of the MSGCC keys.
- 18 **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.
- 19 **Capacity:** The maximum number of people in the main hall is 100 and 15 in the Meeting Room. These numbers cannot be exceeded.
- 20 **Animals:** No animals are permitted in the MSGCC except Guide Dogs which are not permitted in the kitchen at any time.
- 21 **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.
- 22 **MSGCA access:** MSGCA reserves the right for any of its Committee Members to have full access to the Hall during the hire period.
- 23 **Payment:** A booking is only confirmed once the Hire Form has been returned via email to msgcommunitycentre@gmail.com, payment made in full and a confirmation email has been sent to the Hirer from MSGCA. A refundable deposit of £50 is required which will be refunded on return of the keys and satisfactory inspection of the centre by a Trustee after the hire period. Keys should be collected no earlier than 15 minutes prior to the hire time, from Hills News Londis, The Post Office, 5 The Square, MSG, DL2 1EG. You must show your confirmation email in order for the keys to be released. Keys should be returned to Hills News Londis immediately after the hire period or the next morning, whichever is the earlier.