

## **STANDARD CONDITIONS OF HIRE RE BROWNLOW CENTRE**

For the purposes of these conditions the term 'Hirer' shall mean the individual Hirer or where the Hirer is an organisation the authorised representative and the Trustees shall mean the Management Committee of Brownlow Community Centre Trust

### 1. Supervision

The Hirer will during the period of the hiring be responsible for the supervision of the premises the fabric and the contents, their care, safety from damage however slight 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. Use of Premises

The Hirer shall not use the premises for any purpose other than that described on the Booking Form and shall not sub-hire or use the premises or allow the premises 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.

### 3. Licences

The Premises does not have an alcohol licence. The Hirer shall be responsible for obtaining such Licences that may be needed for the relevant event. (Our Premises License does cover us for music and lots of other activities, showing films etc)

### 4. Health and Hygiene

The Hirer shall if preparing, serving or selling food observe all relevant food health and hygiene legislation regulations. (The Brownlow is not covered for the preparation of food on the premises, pre-prepared food can be reheated and served.)

### 5. Electrical Appliances and Safety

The Hirer shall ensure that any electrical appliances brought to the premises and used shall be safe and in good working order and used in a safe manner. All items of portable electrical equipment shall have a current valid PAT test.

### 6. Indemnity

The Hirer shall indemnify the Trustees for the cost of repair of any damage done to any part of the premises including the grounds or the contents of the building which may occur during the period of the hiring as a result of the hiring.

### 7. Accidents and Dangerous Occurrences

The Hirer must report all incidents involving injury to the Trustees as soon as possible. Any failure of equipment belonging to the Trustees must be reported as soon as possible.

## 8. Animals

The Hirer shall ensure that no animals are brought into the premises, with the exception of assistance dogs, without prior consent from The Trustees.

## 9. Declarations and Advertising

No bolts, nails tacks, screws, pins or other like objects are to be driven into any part of the premises nor is any adhesive substance to be attached to it. No cotton wool or highly inflammable material is to be used for decoration or other purposes.

## 10. Injury to Persons or/and Loss of Property

The Trustees will not be liable for the death of or injury to any person attending the premises for the function subject to the hiring or for any losses, claims, damages action proceedings damages costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted except where such death injury or loss is due to the negligence of the Trustees.

The Trustees will not be liable for any damage to vehicles to parked at the Property.

The Trustees will not be under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the premises either by the Hirer or by any other person.

## 11. Public Liability Insurance

The Trustees' own insurance is provided by Allied Westminster and is branded as a Hallguard policy. It provides cover for individuals and/or groups hiring our hall or function rooms for a private function who have no public liability cover of their own. The cover is for £2 million and is only provided for non-commercial activities, which are for the benefit of local community. Most activities will be covered, with the exception of bouncy castles which require separate insurance. Any business hirers should arrange their own Public Liability insurance and provide evidence that they have it before commencement of hire.

The gym is required to have its own public liability insurance.

## 12. Safeguarding

The Trustees take their safeguarding responsibilities very seriously. In line with our separate Safeguarding Policy, hirers who will be working with children or vulnerable adults must make sure they read and understand our Safeguarding Policy before commencement of hire. Hirers who intend working with children or vulnerable adults on a regular basis must possess a DBS certificate. This is not applicable to single occasion Party Hire.

### 13. Payment

Single occasion hire must be paid for in full before commencement of hire. All other hire will be paid for by monthly invoice and must be paid by bank transfer within 30 days of the date of invoice.

### 14. Breach by the Hirer

If the Hirer fails to observe or perform any of these conditions the Trustees may charge to and recover from the Hirer any expenses incurred by the Trustees in remedying any such failure including the cost of employing workmen, cleaners or other persons that may be appropriate.

### 15. Complaints

Any complaint arising out of the hiring must be made to the Trustees within three working days of the problem occurring. If the complaint is not satisfactorily resolved, the complaint must be confirmed in writing within two working weeks of the problem occurring.

### 16. In the Event of Fire

The Hirer has received and understands their obligation to implement the procedures to be followed IN THE EVENT OF FIRE included with these Terms and Conditions and booking forms.

Chris Smith  
Chair of Trustees  
19<sup>th</sup> April 2021