



## HIRE AGREEMENT AND CONDITIONS OF HIRE

This **Agreement** is made between (1) Gatehouse of Fleet Community Centre by its Board of Trustees (**the Board**) and (2) The person or organisation named in the booking form (to be completed and returned to the Centre and attached as in **Appendix A (the Hirer)**) in relation to use of the Gatehouse of Fleet Community Centre (the Centre) which includes the building and car parking area

**AGREED** as follows:

1 In consideration of the **Hire Charge** currently in force and available from the Secretary and on the Community Centre website [www.gatehouse-community-centre.org.uk](http://www.gatehouse-community-centre.org.uk) the Board agrees to permit the Hirer named in Appendix A to use the Centre for the purposes and the period (**Hire Period**) set out in Appendix A. The completed Appendix A signed by the Hirer forms part of the terms of this Agreement.

2 This Agreement includes the Standard Conditions and any Special Conditions of Hire unless specifically excluded by agreement in writing between the Board and the Hirer. The Hirer should be familiar with and understand these Conditions which are available from the Secretary and on the Community Centre website [www.gatehouse-community-centre.org.uk](http://www.gatehouse-community-centre.org.uk)

3 The Board has the right to amend, suspend and terminate this Agreement or refuse admission at any time. Any dispute which may arise shall be settled by the Board whose decision shall be final.

4 None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) (Scotland) Act 2017 on a person who is not named as a party to this Agreement.

The Board of Trustees

Gatehouse of Fleet Community Centre

Dromore Road

Gatehouse of Fleet

Castle Douglas

DG7 2JX

# STANDARD CONDITIONS OF HIRE

## 1 Introduction

These Standard Conditions apply to all Hire Periods of the Centre including any Tenancy Agreements. If the Hirer is in any doubt as to the meaning of any of the conditions the Secretary's advice should be sought.

## 2 General

2.1 The Hirer must be over 18 years of age

2.2 Where an organisation is named on the application form that organisation will be jointly liable with the Hirer under this Agreement.

## 3 Supervision

3.1 During the Hire Period the Hirer will be responsible for supervision of persons in its group/attending their activity/event (**its Party**) to prevent damage to the Centre, its fabric and the contents and for parking arrangements so as to avoid obstruction of the highway and entry/exit to the car park.

## 4 Access

4.1 The Board will inform the Hirer of means of access to the Centre. All access and WiFi codes are to be kept confidential and keys replaced in the key safe and the lock scrambled immediately after use.

## 5 Use of the Centre

5.1 The Hirer shall not use the Centre for any purpose other than that described in the Agreement and shall not sub-hire or use the Centre or allow the Centre to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the Centre anything which may endanger it or render invalid any insurance policies applying to it.

5.2 The Hirer shall ensure that there is no waste of electricity or water during the Hire Period.

## 6 Hire Charges and Hire Period

6.1 The Hire Charges will be those in place for the Hire Period and available from the Secretary and on the Centre website. If the stage is to be used, a deposit will be required which is refundable when the stage is returned to its storage position at the end of the Hire Period.

6.2 The Hirer shall be allowed a reasonable time necessary for setting/clearing up outwith the Hire Period.

## 7 Smoking

7.1 Smoking is not permitted in the Centre or in the car park

## 8 Alcohol

8.1 No alcohol of any kind may be sold by the Hirer or its Party in the Centre unless the appropriate licence has been obtained. It is the Hirer's responsibility to apply for any such licence. The Hirer must obtain the Board's written approval before any application and must provide the Board with a copy of any licence obtained.

8.2 Alcohol shall not be sold or served to any person suspected of being drunk, under the influence of drug or suspected of being under the age of 18.

## **9 Drugs**

9.1 No illegal drugs may be brought onto the Centre.

## **10 Anti-Social Behaviour, Alcohol and Supply of Illegal Drugs**

10.1 The Hirer shall ensure that to avoid anti-social, violent or criminal behaviour or nuisance to local residents, care shall be taken to avoid excessive consumption of alcohol and not to permit any drunk and disorderly or anti-social behaviour in the Centre.

## **11 Gaming, Betting and Lotteries**

11.1 The Hirer shall ensure that nothing is done in or in relation to the Centre in contravention of any laws relating to gaming, betting and lotteries.

## **12 Licences**

12.1 The Hirer shall comply with the terms and conditions of all licences held by the Board which are set out in **Appendix 1**. If the Hirer intends to hold a licensable activity not covered in Appendix 1 It is the Hirer's responsibility to apply for any such licence. The Hirer must obtain the Centre's written approval before any application and must provide the Centre with a copy of any licence obtained.

12.2 The Board does not hold a TV licence and the Hirer must ensure that no viewing or streaming of TV channels takes place whether live off air or via a catch up service over the internet, including subscription based premium channels

## **13 Noise**

13.1 The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning and , if using sound amplification equipment, make use of any noise limitation device provided.

## **14 Public Safety Compliance**

14.1 The Hirer shall comply with all conditions and regulations made in respect of the Centre by the Local Authority and any Licensing Authority and any Risk Assessments undertaken by the Board particularly in connection with public health and safety and any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

14.2 The Hirer shall familiarise themselves and their Party with the all procedures relating to fire safety and action to be taken in event of fire including the location and use of fire equipment, escape routes and the need to keep them clear.

14.3 In advance of an entertainment or play the Hirer shall check that all fire exits are unlocked and panic bolts in good working order, all escape routes are free of obstruction and can be safely used, fire doors are not wedged open, exit signs are illuminated and there are no obvious fire hazards on the Centre.

14.4 The Hirer must call the Fire Brigade immediately to any outbreak of fire, however slight and notify the Secretary as soon as possible

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

## **15 Dangerous and unsuitable performances**

15.1 Performances involving danger to the public or of a sexually explicit nature are not permitted.

## **16 Electrical Appliance Safety**

16.1 The Hirer shall ensure that any electrical appliances brought to and used in the Centre are safe, in good working order, used in a safe manner and tested as required under all relevant legislation and will use a residual circuit breaker where necessary to maintain public safety.

## **17 Insurance and Indemnity**

17.1 The Hirer shall be liable for

- (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the Centre including the curtilage thereof or the contents of the Centre
- (b) all claims, losses, damages and costs made against or incurred by the Board, their 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 Centre (including the storage of equipment) by the Hirer,
- (c) all claims, losses, damages and costs made against or incurred by the Board, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the Centre by the Hirer, and (subject to Clause 17.2(a)), the Hirer shall indemnify and keep indemnified accordingly each member of the Board and its employees, volunteers, agents and invitees against such liabilities.

17.2 The Board shall

- (a) take out adequate insurance to insure the liabilities described in sub-clauses 17.1 (a) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 17.1 (b) and (c) above.
- (b) claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Board and its employees, volunteers, agents and invitees against (i) any insurance excess incurred and (ii) the difference between the amount of the liability and the monies received under the insurance policy.

17.3 where the Board does not insure the liabilities described in sub-clauses 17.1 (a) and (b) 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 the Secretary. Failure to produce such policy and evidence of cover will render the Hire Period void and enable the Secretary to rehire the Centre to another hirer.

## **18 Accidents and Dangerous Occurrences**

18.1 The Hirer must report all accidents involving injury to the public to the Secretary as soon as possible and complete the relevant section in the Centre's Accident Book and if necessary in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) <https://www.hse.gov.uk/riddor/reportable-incidents.htm>.

## **19 Explosives and Flammable Substances**

19.1 The Hirer shall ensure that (a) no highly flammable substances are brought into, or used in any part of the Centre and that (b) no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are installed without the consent of the Board. No decorations are to be put up near light fittings or heaters.

## **20 Heating**

20.1 The Hirer shall ensure that no unauthorised heating appliances shall be used on the Centre without the prior consent of the Secretary.

## **21 Animals**

21.1 The Hirer shall ensure that no animals or birds except guide dogs are brought into the Centre other than by prior agreement with the Secretary. . No animals including guide dogs are to enter the kitchen at any time.

## **22 Compliance with Public Services Reform (Scotland) Act 2010**

22.1 Where the Centre is to be hired for activities involving the care of children or adults under the definitions of the Public Service Reform (Scotland) Act 2010 the Hirer must confirm on the Booking Form that they have

- (a) taken advice from the Care Inspectorate as to whether or not the proposed activity is required to be registered
- (b) the appropriate policies and checks as required under the Protecting Vulnerable Group's Scheme in place.

## **23 Fly Posting**

23.1 The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Centre and shall indemnify and keep indemnified each member of the Board accordingly against all actions, claims and proceedings arising from any breach of this condition which may lead to prosecution by the Local Authority.

23.2 The Hirer may with the permission of the Board display one or more notices advertising their event or activities provided these are displayed on a notice board provided for the purpose and are affixed using a non-permanent method such as drawing pins that does not damage the surface. All such notices must be written in English unless otherwise agreed. The Board shall have the right to remove any notice it deems illegal, offensive or otherwise inappropriate.

## **24 Sale of Goods**

24.1 The Hirer shall, if selling goods at the Centre comply with all relevant legislation, statutory guidance and code of practice in connection with such sales.

## **25 Stored Equipment**

25.1 The Board accepts no responsibility for any stored equipment or other property brought on to or left at the Centre, 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 Hire Period or fees will be charged for each day or part of a day at the hire fee per Hire Period until the same is removed.

25.2 The Board may, in its discretion in any of the following circumstances, namely (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended (b) in respect of any other property brought on to the Centre for the purposes of the Hire Period, failure by the Hirer to remove the same within 7 days after the Hire Period dispose 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**

26.1 No alterations or additions may be made to the Centre nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Centre without the prior written approval of the Secretary. Any alteration, fixture or fitting or attachment so approved may at the discretion of the Board remain in the Centre at the end of the Hire Period. It will become the property of the Board unless removed by the Hirer who must make good to the satisfaction of the Board or, if any damage caused to the Centre by such removal.

## **27 Cancellation**

27.1 If the Hirer wishes to cancel the booking before the date of the event payment or the repayment of the fee shall be at the discretion of the Board.

27.2 The Board reserves the right to cancel this Hire Period by written notice to the Hirer in the event of:

- (a) the Centre being required for use as a Polling Station for a Parliamentary or Local Government election or by-election or an emergency requiring use of the Centre by the Community Resilience Team
- (b) the Board reasonably considering that (i) such Hire Period will lead to a breach of any licensing conditions or legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the Centre as a result of this Hire Period;
- (c) the Centre becoming unfit for the use intended by the Hirer;

and in any such case the Hirer, except Hires holding Tenancy Agreements, shall be entitled to a refund of any deposit already paid, but the Board shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **28 End of Hire**

28.1 The Hirer shall be responsible for leaving the Centre in a clean and tidy condition with all heaters, lights and tap turned off and all rubbish related to their Hire Period removed, properly locked and secured (unless directed otherwise) and any contents temporarily removed from their usual positions properly replaced, otherwise the Board reserves the right to make an additional charge.

28.2 As directed by the Board, the Hirer will make good or pay for all damage (including accidental damage) to the Centre or to the fixtures, fittings or contents and for loss of contents.

## **29 No Rights**

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

## **APPENDIX**

### **LICENCES HELD BY THE COMMUNITY CENTRE**

#### **1. PPL/PRS TheMusicLicence**