



Hire Agreement

Issue 1 February 2019

Orton Wistow Community Association
Napier Place, Orton Wistow, Peterborough, PE2 6XN
Registered Charity - Number: 1027473
www.ortonwistowcommunitycentre.org



1. The person accepting the agreement will be classed as the Hirer.
2. The Hirer must ensure that they are aware of the Health and Safety Policy (attached with hire agreement) agreed by the Association (available on the website and at the Premises). In particular, the hirer must ensure that fire exits are kept clear at all times and that users/visitors are made aware of the fire drill.
3. Hirers are advised that OWCA does not provide a First Aid Box for general use and every Hirer must ensure that a First Aid Box is provided for its users and a qualified First Aider is available.
4. The Hirer is required to provide a responsible adult who will be responsible for the event including entry and exit of guests. The Hirer is responsible for the behaviour of all guests attending the event/function.
5. We are not able to accommodate animals in the centre, other than assistance dogs.
6. The Hirer is required to conform to the times of hire agreed/documentated.
7. Access for prior preparation is allowed at the Association's discretion.
8. The building must be left in a tidy condition and all chairs and tables must be returned clean to the appropriate storage area. All doors and windows must be secured when the building is vacated. A cleaning charge may be levied if the building is left in an untidy/dirty condition.
9. The Hirer is responsible for ensuring that all electrical equipment brought into the premises has a PAT (Portable Appliance Test) Certificate.
10. Smoking or Vaping is not permitted within the building or the courtyard/play area.

11. **Bookings:**

- (i) All bookings shall be made with the bookings clerk via email
- (ii) The cost of the hire shall be paid to OWCA not later than 28 days prior to the date of hire by BACS or cheque
- (iii) OWCA reserves the right to refuse any booking.
- (iv) The hiring fees shall be those in force at the time of booking, as determined by OWCA.
- (v) In the event of a booking being cancelled by a Hirer 25% of the hiring fee shall be retained by OWCA by way of liquidated damages in respect of each cancellation provided that such cancellation occurs not less than 28 days before the date of hire. Where the cancellation occurs less than 28 days before the date of hire, the whole of the hiring fee shall become immediately payable.
- (vi) OWCA reserves the right to cancel any booking at any time without notice or explanation. In such an event OWCA will refund all monies paid by the Hirer, in respect of the cancelled booking, but shall not be liable for any compensation or damages in respect of same.



12. Loss or Damage:

- (i) The Hirer agrees to pay to OWCA, on demand, the cost of repairing or making good any loss or damage to the building (or any part thereof) or to any of the furniture, equipment and fixtures & fittings contained therein which have been occasioned during the period of hire.
- (ii) If, in the opinion of OWCA, the building has been left in an unreasonably dirty condition, after the period of hire, an additional cleaning charge shall be made.
- (iii) No fixtures or fittings shall be removed or altered in any way by the Hirer or the Hirer's party.

13. Premises Licence

- (i) We are licenced with Peterborough City Council (Premises Licence No. 060457) for the provision of regulated entertainment including: live music, recorded music, performance of dance, anything of a similar description, making music, dancing and any entertainment of a similar description to that of making music or dancing – all of which will take place indoors.
- (ii) For all of the above our licence times are Monday to Sunday between 14.00 hours and 00.00 hours and for Christmas Eve and New Year's Eve between 14.00 hours and 02.00 hours.
- (iii) No conduct or behaviour which is obscene, indecent, offensive, disgusting or shocking or of a demoralising character or which in any way offends against recognised standards of propriety or is injurious to the public shall take place on these Licenced Premises.
- (iv) No special effects equipment shall be used in the premises under the terms of the licence, unless prior written consent is given by the Licensing Authority (PCC) and OWCA. This includes the use of firearms, weapons, strobe lights, equipment that uses a heat source to produce effects i.e. real flame, smoking, smoke capsules, pyrotechnics, generators, lasers and holographs.
- (v) No portable LPG heaters are allowed.
- (vi) On those occasions where people with disabilities are present on the Licensed Premises such special arrangements as may be necessary in the circumstances shall be made so as to enable all persons to leave the premises safely in the event of fire. It is the responsibility of the Hirer to establish if any such arrangements apply to guests/users.
- (vii) The Hirer shall ensure that no noise shall emanate from the Licensed Premises nor vibration be transmitted through the structure of the premises which gives rise to a nuisance or unreasonable disturbance to the occupiers of premises in the vicinity of the Licensed Premises. It is expected that Hirers will show proper consideration, in this regard, for local residents.



14. Supervision and Safety

- (i) The Hirer shall be responsible for ensuring that no disorderly conduct occurs and provide stewards as necessary.
- (ii) All passages, gangways and exits shall be kept clear at all times and all internal and external exits shall be kept unlocked during the period of hire.
- (iii) In the event of any person being injured on the premises, the Hirer must report said injury to the OWCA committee via the chair or bookings clerk at the earliest opportunity.

15. General Data Protection Rules (GDPR)

As a hirer of the hall we will be retaining your personal details. The information that we will hold will be name, address, email address, phone number and bank details

We will use this information to:

- Record your booking and payment
- Contact you about your booking prior to it taking place
- Contact you after the hire to resolve any problems that have occurred

We will not share your personal details with any third party.

Under the GDPR rules you have the right to know what data we are holding about you. If you wish to make such an enquiry please contact us at ortonwistowcommunitycentre@gmail.com

16. OWCA and any authorised person acting on its behalf shall not, under any circumstances, be responsible to the Hirer, or any other person, for damage to or the loss, theft or removal of any property or thing whatsoever brought or left by any person (including Hirer) in or upon any part of the building or its surrounding area.
17. The maximum numbers of the public should be kept to 100 (standing) and 80 (seated)
18. The Hirer shall indemnify OWCA from and against any claims for damages, costs or expenses which may be made against OWCA in respect of any personal injury or loss, or damage to any property sustained by any person during the period of hire or in consequence thereof.
19. OWCA reserves the right to entry of the premises, for its duly authorised officers and servants, at all times. Such right of entry also extends to the Chief Constable, the Chief Fire Officer and their duly authorised representatives.

Payment of the hire fee prior to booking is acceptance of these terms and conditions.