



# Terms & Conditions

Calthorpe Community Garden

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## Standard Terms and Conditions of Hire

These standard conditions apply to all hiring of CCG's premises. If the Hirer is in any doubt as to the meaning of the following, the Director or other relevant person should immediately be consulted.

### 1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

### 2. Supervision

The Hirer shall, during the period of the hiring, be responsible for-

- Supervision of the premises, the fabric and the contents;
- their care, safety from damage, however slight, or change of any sort; and
- the behaviour of all persons using the premises whatever their capacity.

As directed by CCG, 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.

### 3. Use of premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-let or use the premises or allow the premises to be 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 nor allow the consumption of alcohol thereon without written permission.

### 5. Licensable activities

The Hirer shall ensure that CCG holds a PRS for Music Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio television or by performers in person. If other licences are required in respect of any activity in the premises, the Hirer should ensure that they hold the relevant licence.

CCG holds a licence for live performances and sale of alcohol Thursday to Saturday (details on the Hire Agreement below). The Hirer will be responsible for obtaining the relevant licenses or

Temporary Event Notice for an event on any other day having received prior consent from CCG Director.

## **6. Public safety and fire safety**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Community Centre'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 will also comply with the CCG's health and safety policy.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- Adherence to government guidelines in regard to Covid-19 as well as any other serious public health threats;
- The keeping of a register of all attendees in the event they need to be contacted for Test and Trace;
- The location and use of fire equipment and the need to keep them clear of furniture;
- Escape routes and the need to keep them clear;
- The emergency lighting supply will activate in the event of a power failure.

## **7. Health and hygiene**

The Hirer is not permitted to use the kitchen to cook food. The Hirer shall, if serving or selling food, observe all relevant food health and hygiene legislation and regulations. Any left over food or catering equipment must be removed from the premises at the end of the hire.

## **8. Electrical appliance safely**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989 and any subsequent legislation. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

## **9. Insurance and indemnity**

(a) The Hirer shall be liable for:

- the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises;
- all claims, losses, damages and costs made against or incurred by CCG, its employees, volunteers, or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
- all claims, losses, damages and costs made against or incurred by CCG, 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 premises by the Hirer and, subject to

sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of CCG's Committee, employees, volunteers, agents and invitees against such liabilities.

#### **10. Explosives and flammable substances**

The Hirer shall ensure that

- (a) Candles are not lit inside the building as these may set off the smoke detectors,
- (b) Highly flammable substances including fireworks are not brought into, or used in any part of, the premises and that,
- (c) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without consent. No decorations are to be put up near light fittings or heaters.

#### **11. Drunk and disorderly behaviour and supply of illegal drugs**

The hirer shall ensure that in order to avoid disturbing neighbours and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. 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 to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

Alcohol may only be sold with the written permission of the CCG Trustees and in full compliance with the premises license conditions.

#### **12. Safeguarding**

The Hirer shall ensure that any activities for children under eight years of age comply with the provision of The Children Act of 1989 and subsequent legislation and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks have access to the children.

Checks may also apply where children over eight and vulnerable adults are taking part in activities.

The Hirer shall provide a copy of their CRB Check and Child Protection Policy on request.

Please note, toilets are accessible to all garden visitors. It is recommended that children be accompanied by an adult when using the toilet.

#### **13. Cancellation**

Any request to cancel a booking must be done 7 days before the date of the letting or the hiring charge may be forfeit. CCG reserves the right to cancel this hiring by written notice in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (b) the Association reasonably considering that
  - i. such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or

- II. unlawful or unsuitable activities will take place the premises as a result of this hiring;
- (c) the premises becoming unfit for the use intended by the Hirer;

#### **14. End of hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured (if previously agreed) and any contents temporarily removed from their usual positions properly replaced; otherwise CCG shall be at liberty to make an additional charge.

The hirer must arrange for the removal of all equipment from the premises at the end of this hiring, CCG is unable to store any equipment on site at the end of hire.

The hirer must be ready to leave the premises at the end of the agreed hire period or we reserve the right to charge per additional half hour.

#### **15. Noise**

The Hirer shall ensure that the minimum of noise is made throughout the event, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

The Hirer agrees to reduce the sound level immediately upon request from CCG staff or other appointed representative so as not to disturb neighbours.

# Event Details

## Purpose/description of hiring?

**Will this be a public or private event?** Public / Private **Is food to be provided at the event?** Yes / No

The Association has a Premises License and other permissions authorising the following regulated entertainment and licensable activities at the times indicated. Please confirm which licensable activities will take place at your event.

**a. Live music**

Thursday and Friday 18:00 – 22:00

Saturday 12:00 – 21:00

**b. Recorded music**

Thursday and Friday 18:00 – 22:00

Saturday 12:00 – 21:00

**c. Retail of alcohol**

Thursday and Friday 18:00 – 22:00

Saturday 12:00 – 21:00 (only possible if the site is closed to the public)

**Will alcohol be available at your event?** Yes / No

If you have answered yes to the above question, you will need to seek written permission from CCG and you are required to meet with its Authorised Representative to discuss the Centre's Licensing obligations and your responsibilities.

**The hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.**

Main hall - 30 standing or 25 seated

Garden Cabin - 25 standing or 20 seated

Garden Cabin with canopy - 30 standing or seated

Art room - 12 standing or 8 seated

Early Years - 25 standing or 20 seated

Exclusive use of garden and buildings - 100 people standing or seated

**Is a Temporary Event Notice (TEN) required for this event?** Yes / No

The Hirer shall provide a copy . Failure to do so will result in cancellation of the hiring without compensation.

**The Hirer agrees that a CCG authorised representative be on the premises during the event.**