

CONDITIONS OF HIRE OF THE LUXFORD CENTRE

1. The person named in the agreement to hire shall be the Hirer and shall be personally responsible for ensuring that these conditions are complied with in all respects.
2. The hiring will not be accepted unless the agreement form names, as well as any Organisation applying to hire, a responsible official of that Organisation who will assume responsibility under (1) above, with his/her address & telephone number.
3. The premises available for hire consist of the Main Hall, the Tyler Room and the Upstairs Room together with the Kitchen, Entrance Hall Toilets and cleaning cupboard. Other cupboards and storage areas whether locked or not are not part of the hiring unless special arrangements have been agreed with the Executive Committee of the Luxford Centre (ECTLC). Use of the Kitchen is included in all the hirings but only to the extent of the preparation of beverages and light refreshments. Use of the Kitchen to produce meals cooked from raw ingredients is not permitted unless specifically agreed in advance. The commercial dishwasher requires training to operate and is not included in any hiring. Facilities exist for traditional methods of dish & cutlery washing & drying. No fat fryer is to be used.
4. **THE HIRER AGREES**
 - (a) That s/he has truthfully completed the application form in duplicate, giving such details of the Hirer, the purpose of the hire and any other details the ECTLC may require. Confirms yes or no to having a public liability policy for their hiring body.
 - (b) ~~To pay 25% of the total hiring fee upon acceptance of the hiring application by a representative of the ECTLC and~~ to pay the balance at least 2 weeks before the hire date. If representing an Organisation making a series of regular bookings, the full fees should be paid quarterly in advance.
 - (c) To ensure that s/he or some other authorised adult is present during the period of the hire.
 - (d) At the end of the hiring to comply with arrangements that have been made with the ECTLC to secure the premises and to deal with the key(s).
 - (e) To ensure that the premises are not used for any purpose other than that stated in the hiring agreement.
 - (f) To ensure that members of the ECTLC and/or their representatives have access to the premises at all times during the hire.
 - (g) To accept full responsibility for and indemnify the ECTLC against all costs, charges and claims in respect of injury to or loss by any person using the premises during the hire except where such injury or loss shall be due to the negligence of the ECTLC, its staff or agents.
 - (h) To compensate the ECTLC for any damage caused during the period of hire to the premises, fittings, furnishings, equipment, chattels or appliances on the premises.
 - (i) To compensate the ECTLC for any items belonging to it being lost by theft from the premises during the period of hire and to be responsible for any items belonging to anyone else being lost by theft from the premises during the period of hire.
 - (j) To enforce **NO SMOKING** throughout the building and ensure that the fire apparatus on the premises is not interfered with except when required for its proper use.
 - (k) To limit that at no time during the period of hire is any emergency exit from the premises locked or obstructed and during any public entertainment to ensure that the main entrance is unobstructed. In an emergency the Mains electricity box is in the cupboard in the Disability Toilet by the front door. Gas outside on right.
 - (l) To ensure that all persons using the premises are aware of the site of fire appliances and emergency exits.
 - (m) To take all precautions proper for the prevention of accidents during the period of hire.
 - (n) To limit the maximum number of people using each room at any one time as follows:- Main Hall 100, Tyler Room 20 and Upstairs Room 10.
 - (o) To take steps to control admissions to any function held on the premises and ensure that there is no intrusion or hindrance to other parties who may be hiring other parts of the premises at the same time.
 - (p) To ensure that no music is played after 11 pm. See application form regarding payment to the Performing Rights Society.
 - (q) To ensure that activities for which the premises are hired cease in such good time before the end of the hiring period that time is available to enable all people to leave the premises, all of the Hirer's goods and apparatus to be removed and the premises left clean and tidy by the time of the completion of the hiring period.
 - (r) To ensure that all facilities are left in a clean and tidy condition. Vacuum and dust pan and brush in main hall.
 - (s) To ensure that all noise, including music, is kept within the level set by the Local Authority, details of which can be obtained from the Environmental Health department.
 - (t) To ensure that any licences, including liquor or music licences required for any function, are obtained from the relevant authority and that the premises are not used for any activity which requires a licence unless such a licence has been obtained. The Hirer is responsible for ensuring that no unauthorised person shall bring on to the premises alcoholic drink for consumption on the premises.
 - (u) That no advance public announcement of any activity proposed to take place at the premises shall be made before the booking has been confirmed by the ECTLC.
 - (v) That s/he has inspected the premises and that they are suitable for the purpose for which they are hired.
 - (w) Representatives and members of the ECTLC are not permitted to accept responsibility for storage of materials or the safe custody of valuables or cash.
 - (x) To ensure that the noise level of those arriving at or departing from the premises during the period of hire is not such as to cause nuisance or inconvenience to owners or occupiers of neighbouring property.
 - (y) Neither to interfere nor to allow anyone else to interfere with the setting of any heating equipment or any other apparatus on the premises.
 - (z) To use the parking bay at the front of the premises for loading/unloading and picking up/setting down only and otherwise to keep it clear for possible use by emergency services vehicles.

THE EXECUTIVE COMMITTEE OF THE LUXFORD CENTRE

1. Reserves the right of entry to the premises throughout the hiring period for members of the committee and its representatives.
2. Shall not be responsible for loss or damage to any items placed or left on the premises by the Hirer or any other person.
3. Shall reserve its right to let other rooms during the period of hire of any one or two rooms and to allow the common use of entrance halls, toilets and the kitchen.
4. May cancel any booking without prior notice in the event of any breach of these conditions or any material omission or inaccuracy on the booking form, whenever discovered, and any fees paid may be forfeited.
5. May cancel any agreed hiring for any good reason beyond its control and in that event will refund any fee in full.
6. Will make such arrangements for the opening of the premises at the beginning of the hiring period and the securing of the premises and the dealing with keys at the end of the hiring period as it thinks fit. The Hirer is responsible for taking note of and complying with such arrangements that should be noted on the hiring form.
7. May change the hiring charges at any time but where advance bookings have been made before the change is announced those taking place in the period extending up to 3 months after the date on which the new charges start will continue to be at the old rate if that is less than the new rate.
8. Will retain any fees already paid if a hiring is cancelled by a Hirer giving less than 2 weeks notice unless the relevant session can be re-let without financial loss to the ECTLC. Any refund is at the discretion of the ECTLC.
9. Makes clear that para. 4(t) above does not indicate that it will permit any particular hiring involving the sale or supply of alcohol. Applications to hire the premises involving the supply of alcohol will require the special approval of the Chairperson of the ECTLC or a committee member delegated by him/her.
10. Excludes from the hiring the use of any television, computer or other electronic entertainment system belonging to the ECTLC unless specifically agreed in writing on the hire agreement. There is no TV Licence for the premises, therefore, no live TV or live TV recording may be made.
11. Reserves the right in their sole discretion to refuse any application to hire the premises without being required to provide any reason for that decision.
12. Reserves the right to impose further or additional conditions in any particular circumstances.
13. A protection policy must be in force and written details sent as part of the hire agreement if the event involves children or vulnerable adults.
(Excluding private functions)

Approved by Executive Committee 25.9.15

Conditions of Hire (Contd) - Protection of Children from Harm

The Executive Committee of the Luxford Centre requires hirers to ensure:

- i. That there is a suitable ratio of supervising adults to children.
- ii. That all children will be supervised at all times.
- iii. That children will not be allowed in the kitchen, cleaning cupboard, storage cupboards or storage areas.
- iv. That where required by law, supervisors will have been subject to a criminal records check.
- v. That under age children are not supplied with alcohol.