

STANDARD CONDITIONS OF HIRE

If the HIRER is in any doubt as to the contents of the conditions of hire, the booking secretary (**Les Jevins**) – contact details les.jevins@podsmeadbiglocal.org.uk – 07709028171 or Josie Betton josie.betton@podsmeadbiglocal.org.uk - 07498354770 for the Café Space “Melting Pot” should be consulted. For the purposes of these conditions the HIRER shall mean the individual named on the hire agreement or, where the HIRER is an organisation, the authorised representative.

FOR LEGAL REASONS THE BUILDING IS A NON-SMOKING VENUE.

There is an outside designated smoking area provided for customers that wish to smoke.

- **The Booking** The booking must be agreed by the PBL team and no booking should be considered secure until notified in writing or by email by the booking’s secretary.
- **Supervision and Responsibility:** The HIRER will, during the period of hire, be on the premises and be responsible for the supervision of the activities; The Hirer will be responsible for the premises, the fabric and the contents: their care, safety, and damage however slight. The HIRER is responsible for the behaviour of all persons attending your activity. Children and young adults will be managed during the use of wash room facilities in order to minimise the risk of scalding.
- **Maximum Capacity:** Due to fire and insurance restriction there is a maximum capacity of 15 people are able to attend any activity in the rooms for hire. The HIRER must not allow more than 15 persons to attend their activity when hiring the first-floor meeting room or 15 persons if hiring the Café Space “Melting Pot”.

- **Use of the Premises:** The HIRER shall not use the premises for any purpose other than that described on the hire agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose. The HIRER shall not allow any illegal substances to be used in or brought onto the premises. The HIRER may not bring or allow to be brought anything that may endanger the same or render any insurance policies or licenses invalid.

It is the responsibility of the HIRER to ensure that the premises are safe for the intended purpose. They should, where possible, undertake their own **Risk Assessment** and take any steps to minimise any accidents. If possible, it would be helpful if a copy of these Risk Assessments were made available to the PBL team.

- **Indemnity:** The HIRER shall indemnify the committee for the cost of repair of any damage done to any part of the premises or any contents of the building which may occur during the period of the hire.

- It is the responsibility of the HIRER or the organisation for which they are acting as a representative to ensure that adequate insurance is undertaken to cover the activities for which the premises are being hired. The purpose of this is to insure against any third-party claims, which may lie against the hirer whilst using The Hub. The Hub is insured against any claims arising out of its own negligence but will accept no responsibility for accidents or damages incurred during activities conducted by the hirer during the hire period.

- **Security** We reserve the right to request that the HIRER provides adequate qualified security for the period of the event.

- **Alcohol:** The HIRER must not bring or allow to be brought any alcohol onto the premises or allow the consumption of alcohol other than rearranged with the Café Co-ordinator. The Hirer must not allow persons under the age of 18 to consume any alcohol on the premises.

- **Noise:** Noise levels must always be kept to a reasonable level, bearing in mind that the premises are situated in a residential area. This includes arriving at and leaving the premises.

- **Decorations** If decorations are being used for an event, The ONLY permissible way to display items are with the use of 'White Tack'. No pins, glues cello tape or Blue Tack are to be used. All decorations must be removed from the premises at the end of the event. **No Glitter is allowed to used in the building.**

- **Cleaning** It is the responsibility of the hirer to ensure that all food waste is disposed of in bins provided. Tables should be wiped clean - cleaning materials can be found in the kitchen. All decoration must be removed from the premises. Bulky items, cardboard boxes and the like are to be removed off site by the hirer.

- **Arrival & Leaving:** The HIRER shall arrive and vacate the premises at the agreed times so that other users are not inconvenienced.

- **Car Parking:** The HIRER shall ensure that vehicles belonging to their visitors are parked in a safe and tidy manner ensuring easy access for emergency vehicles if required.

- **PBL panel Members:** As the premises can be hired by any panel member who use the space linked to the work of PBL there will be no charge for this use.

- **Use of Additional Facilities:** The Kitchen is available for hire, which must be indicated on the hire agreement. An additional charge may apply for this resource. The area must be left clean and tidy, with all cutleries, crockery, pans etc. being washed, dried and returned to their correct place so that others are not inconvenienced.

- **End of Hire:** The HIRER shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, unless otherwise instructed.

Any contents temporarily removed from their usual positions must be properly replaced. All furniture, tables, chairs and equipment used are to be returned to the place from which it originated; otherwise the PBL panel shall be at liberty to make an additional charge.

The HIRER shall ensure that any rubbish is cleared and put into the bins provided outside the building. Failure to do this may result in the loss of your deposit. Any extra cleaning that may be required will be charged to the HIRER and may result in future booking being refused.

Exit Doors and Gangways: Exit doors and gangways must always be kept clear and unobstructed. **Fire:** If fire is suspected in the building the priority is to evacuate the premises and the HIRER should advise all persons attending their activity which fire exits to use.

Safety Procedures: The HIRER shall take responsibility in an emergency and ensure all persons attending their event have evacuated the premises. For this reason, the HIRER should make themselves familiar with the layout of the building, the locations of the fire exit and safety notices. The HIRER must also make themselves aware of the position of fuse boards, so they can be switched off in an emergency. In the case of an emergency the HIRER must raise the alarm, summon the emergency services and ensure that the area is evacuated. Where necessary the HIRER is responsible for communicating with the emergency services on arrival.

Evacuation Assembly Point: The assembly point for all evacuations is the tree on the Green opposite the building to allow easy access for emergency vehicles. Evacuees should remain there until the all clear is given by the emergency services.

Evacuation Drills: It is recommended that HIRERS using the premises on a regular basis undertake evacuation exercises at least once every six months.

- **Health and Hygiene:** The HIRER shall, if preparing or serving food, observe all relevant food health and hygiene legislation and regulations.

- **Accidents and Dangerous Occurrences:** The HIRER must report all accidents involving the injury of any persons to a member of the panel or staff as soon as possible.

- **Compliance with the Children Act:** The HIRER shall ensure that any activities for children comply with the provisions set out in The Children Act 1989, or any subsequent updates, and that only fit and proper persons have access to the children.
- **Electrical Appliance Safety:** The HIRER shall ensure that all electrical appliances brought onto and used in the premises shall be safe and in good working order and where applicable have had Portable Appliance Testing carried out.
- **Sale of Goods:** The HIRER shall if selling goods on the premises, comply with Fair Trade Laws and the Sale of Goods Act.
- **Fly Posting:** The HIRER shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at The Hub and shall indemnify the panel accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the Local Authority.
- **Licenses, Gambling, Betting and Lotteries:** The HIRER shall be responsible for obtaining any licenses that may be required from the appropriate authorities. The HIRER shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
- **Animals:** The HIRER shall ensure that no animals or birds, except guide dogs are brought into the premises, other than a special event that is agreed by the panel. **And no animals whatsoever are to enter the kitchen at any time.**
- **Cancellation by the Hirer:** If the HIRER wishes to cancel the booking before the date of the event and the panel is unable to conclude a replacement booking. The question of the repayment of the deposit shall be at the discretion of the panel.

• **Cancellation by the Panel:** The panel reserves the right to cancel this hiring in the event of the space being required for use by Podsmead Big Local. HIRER shall be entitled to a refund of any deposit or fee already paid.

• **Unfit for Use:** In the event of the premises or any part thereof being rendered unfit for the use for which it has been hired the panel shall not be liable to the HIRER for any resulting loss or damage whatsoever.

• **Refusal of Booking:** The panel reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days' notice in writing to the HIRER.

The HIRER shall be entitled upon such notice to reimbursement of such monies including any deposit paid. Or a proportion of the same as have been paid by the HIRER. The panel shall not be liable to make any further payment to the HIRER.

• The panel reserves the right to enter the premises at any time and in the event of disorder to close the proceedings.

• **Standard Conditions of Hire:** The Hirer must sign below to acknowledge that he/she has read and understood the Standard Conditions of hire for Podsmead Big Local, The Hub, 15A Scott Avenue, Podsmead, Gloucester, GL2 5BD.

I the undersigned agree to abide by the above Standard Conditions of Hire as outlined above.

Signed:	Signed on behalf of Podsmead Big Local:
Name:	Name:
Date:	Date: