

WATERLOO CENTRE - CONDITIONS OF HIRE

1. Acceptance of conditions

The hiring of accommodation/facilities/premises is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

2. Compliance with conditions

The Hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

3. Applications

Applications for the hire of premises should normally be made at least two weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.

4. Gymnasium

Only suitable footwear should be worn in the gymnasium. All equipment used must be supervised by an adult with recognised qualifications for the proposed activity (if appropriate).

5. MUGA (Multi Use Games Area) and Sports Field

- i) These facilities should be used for their intended purposes only, ie participation in formal and informal play and sport.
- ii) The grass sports pitch shall be marked out for that sport and the hard court multi use games area may have indicative markings for sports like netball, basketball, tennis and small-sided football. No additional marks shall be made to the sports field or hard court areas by the hirer
- iii) The grass sports field shall have a limited playing capacity. Leiston-cum-Sizewell Town Council reserves the right to restrict use of the grass sports pitch to protect it during inclement weather, when damaged or under repair or when waterlogged.

6. Fabric and fittings

The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No treatment shall be given to prepare a floor for dancing and the wearing of stiletto heels is prohibited. Only authorised persons shall use steps or ladders. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings and no placards shall be affixed to any part of the premises. The furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangements. Official exit ways must be kept clear at all times. Any alterations or additions to the lighting or electrical heating systems is strictly forbidden, except with written consent of the Town Clerk. Consent may be subject to conditions, which the Hirer

will be required to observe. The Hirer shall, at the end of the hire period, leave the accommodation in a reasonable tidy condition, all equipment being returned to the correct place of storage.

7. Hirer's property

Furniture and equipment required may be brought onto the premises at the Hirer's own risk. Hirers shall not bring onto the premises, without the prior consent of the Town Clerk, any article of an inflammable or explosive nature, not any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.

The Hirer is responsible for the safeguarding and safe keeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. Leiston-cum-Sizewell Town Council accepts no responsibility for such items.

The Hirer shall indemnify the establishment against all claims for damages, compensation and/or costs in respect of:

- i) Bodily injury or illness to third parties, and/or
- ii) Damage to third party property caused by or arising out of or being incidental to the Hirer's use of the premises where the Hirer is negligent.

The Hirer shall be responsible for loss or damage to the premises and contents therein.

The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively.

8. Storage

Storage facilities cannot usually be provided. When Hirer's are permitted to leave equipment on the premises, they do so entirely at their own risk.

9. Cancellation of hire

Leiston-cum-Sizewell Town Council reserve the right to cancel any hiring without notice if:

- i) The accommodation will, due to circumstances outside their control, be unavailable for the hire period and the hire fee will be refunded to the Hirer; or
- ii) The Hirer has failed to disclose material information concerning the proposed hiring; or
- iii) There are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

The Hirer must give at least 2 weeks notice of cancellation to the Town Clerk.

10. Payment of hire charges

The Hirer shall pay the hiring fees, including any deposit, at the rates and times set out on the application form. All hire charges must be paid within one month of the invoice being issued. This invoice will be issued at the end of each month for all the hires that have taken place in that month.

Leiston-cum-Sizewell Town Council reserve the right, on proper notification, to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the premises by the time stipulated in the hire form.

11. Statutory requirements

All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the Hirer. Film, music, dancing, indoor sporting events and stage events may be considered to be regulated entertainment and, as such, are licensable activities which require authorisation from the local licensing authority. For all regulated entertainment, it is the Hirer's responsibility to inform the local Licencing Authority and obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.

No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the Hirer has obtained the permission of the society. No copyright material may be delivered or performed unless the consent of the owners of the copyright has been obtained by the Hirer. The Hirer must indemnify Leiston-cum-Sizewell Town Council against any action for breach of copyright.

12. Attendance and behaviour

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved. The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The Hirer shall, at all times, provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. The Hirer shall be liable for damage caused by unruly or inappropriate behaviour. It is the Hirer's responsibility to ensure that all those attending are made aware of their responsibilities.

13. Alcohol

Under no circumstances shall alcoholic drinks be available at any function or event.

14. Gambling

The premises may not be used for games of chance, unless specific permission has been granted by Leiston-cum-Sizewell Town Council.

15. Health and safety

As a Hirer of the facilities you have a legal responsibility to care for the health and safety of yourself and others. It is the responsibility of the Hirer to make their own first aid provision. There is an external defibrillator located by the Children's Centre. The Hirer must inform the Town Clerk of any health and safety incidents that occur during the period of hire and of any damage to the property or premises.

16. Emergency evacuation procedures

Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times.

17. Smoking

No smoking is allowed.

18. Right of access

Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas at the premises subject to availability.