**Community Centre Conditions of Hire**

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| The Hirer | For the purposes of this Agreement, the person signing the hire application form shall be deemed as the ‘Hirer’. No person under the age of 18 shall be entitled to be the ‘Hirer’. |
| The Purpose | * The Hirer may use no part of the premises for any purpose other than that requested. The Hirer must not sublet the premises or any part of it.
* The Council reserves the right to refuse an application for hire if it is of the opinion that the use of the premises will be detrimental to equal opportunity or would breach any other Council Policy, or legal requirement. A written explanation will be sent setting out full reasons for refusal.
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| Charges | * Hire Fees & Charges are set out by the Council and reviewed annually.
* Each booking form, except sports bookings, will attract a fixed booking fee as stated in our current Fees & Charges.
* Requests by Hirers for alterations to bookings will attract a fixed amendment fee as stated in our current Fees & Charges.
* If a hirer contacts the out of hours Call out Team for any reason, it will be at the discretion of the Council whether to recharge the Hirer for the costs of the call out.
* The Council reserves the right to close, prohibit or reallocate parts of the facility to other customers and readjust the hire charge at its discretion.
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| Booking Process | * A booking form must be completed by the Hirer and returned to Recreation Services.
* Bookings can only be made up to 13 weeks in advance from the date the form is submitted. Specific events may, at the discretion of the Council, be booked further in advance.
* Repeat bookings from regular hirer’s must be received a minimum of 3 working days in advance of the commencement of the next block booking.
* Requests for one off hire events must be received a minimum of 10 working days in advance of the proposed booking.
* The times of the booking must include set up and clearing away.
* Upon successful application the Council will send written confirmation and provide a figure for the total hire fee based upon information given in the application.
* Once a booking has been confirmed an invoice will be sent out to the hirer. For payment options please refer to the rear of the invoice. If you require a purchase order number on the invoice this must be provided at the time of hire.
* All one off bookings remain provisional until payment of the full amount of the hire fee is made, this should be received at least five working days in advance of the date of hire.
* Bookings made by regular user groups may be invoiced after the event, but this will be at the Council’s discretion.
* If an account accrues arrears, future bookings may be refused until the account is settled.
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| Cancellation | Cancellations must be reported to the Council at least 3 working days prior to the date of hire in writing. If notification is not received, the Hirer will be required to pay for the booking in full. |
| Admission | * The Council reserves the right as its absolute discretion to refuse the admission of, or evict from premises, any person.
* The Council shall have the discretion to restrict the numbers of persons using the facility and at no time shall such numbers be allowed to exceed any limit that is set by the Council.
* Admittance is not permitted in advance of the commencement time of the booking and all persons must leave at the agreed finish time of the booking.
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| Supervision | The Hirer is responsible for:1. The administration and organisation of an event.
2. Ensuring all necessary documents are provided to Recreation Services at least 5 working days before the event.
3. The conduct and behaviour of those persons attending.
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| Damage | The Hirer shall be responsible to pay the Council for the cost of repairing or making good any loss or damage (fair wear and tear excepted) arising out of, or incidental to the hiring. This includes the fixtures, fittings and contents of the premises. |
| Cleaning | * The Hirer shall leave the premises and equipment in a clean and tidy condition. Rooms should be cleared, tables and chairs neatly stacked away to the side before and after every session.
* If you find the facility in an unacceptable state prior to your booking, please report this to the Bookings Team.
* Costs incurred for additional cleaning required resulting from the booking will be charged to the Hirer retrospectively.
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| Loss of property | * The Council will not under any circumstances accept responsibility or liability in respect of any damage to or loss of property, articles or other items whatsoever placed or left upon the premises by the Hirer.
* Hirers do not have any rights to storage within the community centre. Any requests to store equipment will be considered at the discretion of the City of Lincoln Council.
* Any equipment that is stored by the Hirer on the premises, remains the sole responsibility of the Hirer, including insurance, loss or accidental damage.
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| Noise | * A Hirer must ensure that their use of the premises is considerate to neighbouring properties.
* Hirers using amplified music are required to operate in accordance with the Premises Licence. If premises are not licensed a Temporary Event Notice is required to be obtained by the hirer.
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| Smoking | Smoking is prohibited. It is a criminal offence to smoke within public premises. |
| Alcohol | The consumption of alcohol is prohibited in all community centres. Some exceptions may be made at the discretion of the council.  |
| Gambling | Unlicensed collection, games of chance, sweepstakes or lotteries nor any betting may not be conducted on the premises without the prior written consent of the Council. Licence enquiries should be addressed to licensing@lincoln.gov.uk |
| Electrical items | * The Hirer is responsible for ensuring that any electrical equipment used is in a safe condition and complies with current electrical safety guidelines.
* Electrical equipment used in conjunction with the hire more than 12 months old requires a portable appliance test certificate. This must be evidenced to the council at least 5 working days before the booking.
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| Inflatables | External inflatables (e.g. Bouncy Castles) may only be used with the express written consent of the Council. The equipment must be hired from a reputable company and set-up and operated by the hire company. Internal use of inflatables will be allowed subject to suitability of the inflatable to the room hired. The hire company must:* Employ suitably experienced and trained personnel.
* Provide written evidence of current public liability insurance policy with a limit of indemnity of at least £5,000,000.
* Be a member of the PIPA [www.pipa.org.uk](http://www.pipa.org.uk) or ADIPS [www.adips.co.uk](http://www.adips.co.uk) schemes, or the Delivery organisation for PIPA and ADIPs such as or RPII [www.playinspectors.com](http://www.playinspectors.com)
* Ensure all inflatable play equipment is currently registered with an accredited scheme.
* Provide proof of accreditation at least 5 working days prior to the date of booking.
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| Smoke machines | Smoke machines are strictly prohibited as they may interfere with fire detection systems. |
| Catering | * Hirers may use the kitchen facilities for providing hot and cold beverages for members of their own group as part of their booking.
* The kitchen facilities may not be used for food catering purposes without prior permission from the council. Permission is granted or otherwise at the discretion of the Council.
* If the Hirer aims to provide catering to any third parties, Hirers will be required to register as a food business with City of Lincoln Council Environmental Health at the Community Centre premises.
* Hirers scoring less than 3\* on a food inspection will not be allowed to continue catering at the centre until the Council is satisfied that suitable improvements have been made and that standards will be adhered to.
* The Hirer must inform the council of any third party catering company used during the booking and provide contact details of the company used.
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| Legal  | * The Hirer shall be required to comply with all relevant legislation including Health & Safety and Equality & Diversity.
* The Hirer is responsible for ensuring compliance with child protection legislation and current guidance and to ensure that relevant criminal records checks have been carried out through the Disclosure and Barring Service (DBS) for all staff and volunteers that work with children, young people and/or other vulnerable groups.
* DBS certificates must be checked by a Recreation Services officer before a booking takes place. The Council reserves the right to refuse a booking if it is unsatisfied with the content of a DBS Certificate(s).
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| Use of data | Personal data acquired from booking forms conform with GDPR guidance and legislation and are not shared with any third parties.Further information on how the City of Lincoln Council use your data can be found at <https://www.lincoln.gov.uk/privacy-policy/data-protection-privacy-notice/1>  |
| CCTV | The Recreation Service utilises CCTV for the protection of staff and members of the public and to support key-holders. If you would like any further information on the system, please contact the Bookings Team.Should a third party wish to view data they should complete a [Subject Access Request form](https://www.lincoln.gov.uk/downloads/file/11/data-subject-request-form), available from recreation@lincoln.gov.uk who will deal with your enquiry. This includes enforcement authorities.  |
| Markets | Markets and tabletop sales will only be allowed with the express permission of the Council and may be subject to market licence fees in addition to hire costs. For further information please visit: <http://www.lincolnmarkets.co.uk/organise-a-market/> |
| Music and performance rights | Where music or performances attract fees for performing rights the Hirer will be required to pay fee costs and a 50% administration fee to the Council.Where applicable Hirers are required to complete a declaration form setting out their Performing Rights use. |
| Key-holding | Where a Hirer is a key-holder the following conditions apply:1. Any keys, fobs or access cards remain the property of the City of Lincoln Council and must be returned upon request or at the end of the Hirers’ series of bookings.
2. A person trained and registered by the council as a key-holder must be in attendance throughout all hire.
3. Key-holders must undergo training in the safe use and operation of the centre and achieve competency at the discretion of the Council in this regard.
4. Key-holders must ensure that they secure the premises at the end of their booking and leave facilities in a safe, clean, and reasonable condition.
5. Key-holders must cooperate with other Hirers when the centre is in use by more than one party.
6. When leaving the centre, the alarm must be set. Should the Key-holder not set the alarm during their allocated time, they must contact the Call Out Team to secure the premises.
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| Health and safety | * The Hirer must abide by all Health and Safety notices on the premises and specific requirements laid out in the Council’s Health, Safety and Welfare Policy.
* Activities requiring Risk Assessment should include both site and task risk assessment where necessary. The Hirer is responsible for ensuring that associated method statements or safe systems of work are followed.
* The Hirer is responsible for providing adequate first aid provision.
* The Hirer must comply with Health & Safety and Fire Safety training provided within Key-holder training.
* The Hirer and Key-holders must immediately raise any Health & Safety or Fire Safety concerns with the Recreation Team.
* Key-holders are responsible for ensuring compliance with all fire precaution measures and any necessary fire evacuations are conducted in line with training received.
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| Access Control | Access control is programmed to give access for the hire time only. Hire time must include adequate time for setting up and clearing away, cleaning and securing the premises. The access control system records events and is auditable.  |
| High risk activities | * Where a Hirer is performing high risk activities the Council will require them to have Public Liability Insurance with a limit indemnity of at least £5,000,000. A copy of the certificate must be provided to the Recreation Team prior to activities commencing.
* Where high risk activities are taking place, the Council will require copies of Risk Assessments and any method statements or safe systems for the activity. The Hirer is responsible for ensuring compliance with any method statements or safe systems.
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| Other | * The Hirer must obtain in advance, the permission of the Council to display any flag, emblem, or other decoration both inside and outside of the premises. The Council reserves the right to withdraw this permission at any point thereafter.
* The Hirer must not display items upon the walls, fixtures, or fittings of the premises by way of any means (such as pins, nails, tacks) without firstly obtaining the permission of the Council.
* Hirers shall ensure all items of stage costume and scenery are fire proofed.
* The Council will not allow the hiring of a centre (or rooms within a centre) by any organisation or individual whose purposes or aims for the period of hire include the promotion of views which are, or in the Council’s opinion, detrimental to the Council policies for the promotion of social justice, equality, diversity and human rights. In addition, the Council will not allow the hiring of a centre (or rooms within a centre) by any organisation or individual whose purposes or aims for the period of hire include the promotion of views which are, in the Council’s opinion, in conflict with a Council policy and the Council’s statutory duties including but not limited to the Council’s duties under the Equality Act 2010.
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