

OXSHOTT COMMUNITY HUB



COMMUNITY HUB HIRE AGREEMENT

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1. INTRODUCTION

1.1 The Oxshott Community Hub warmly welcomes **HIRERS** and their guests. Please read through these terms and conditions of hire and contact us if you have any queries.

1.2 The following terms are used in this document:

- Hub: The premises known as Oxshott Community Hub (OCH).
- HIRER: Any organisation, group or individual entering into an agreement for use of the hall.
- Committee: Oxshott Community Hub Management Committee.

1.3 Agreements with the OCH Management Committee (“Committee”) for the hire of Oxshott Community Hub are subject to these Terms and Conditions of Hire. These Terms and Conditions apply to all bookings. **HIRERS** will be required to confirm at the time of booking that they accept, and will abide by, all of our terms and conditions. If the **HIRER** is in any doubt as to the meaning of the following, the **HIRER** should contact the Bookings Administrator.

2. Standard Conditions of Hire

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2.1 Booking applications, deposits.

All applications for hire of the Hub must be made through the OCH [website](#).

The Committee reserves the right to refuse any application for hire. The hiring fee shall be payable on application. Non-regular users and party hires will be asked for a deposit at the time of booking which will secure the booking and which will be returned after the Committee has inspected the hall for damage and cleanliness following the event.

A charge may be deducted or deposit forfeited without notice, to cover work or expenses necessitated by damage or complaints, including poor condition of the Hub after hire; rubbish left inside or outside the Hub; excessive noise; and antisocial behaviour or disturbance. An automatic deduction of £10.00 will be made from the deposit for every 15 minutes that the **HIRER** overstays the hiring time as lateness in leaving the Hub may intrude on the start-time of the next Hire.

2.2 Hall capacity, Storage, Tables & Chairs.

No more than 70 persons can be admitted into Hall 1 and no more than 60 persons can be admitted into Hall 2. Furthermore, no more than 25 persons can be admitted into the Meeting Room.

There is a limited amount of storage available to hire for regular users. Please note that any items left in the OCH **HIRER**'s store is left there at the **HIRER**'s risk and is not covered by OCH insurance.

Included in all hires are access to the 104 chairs & 16 tables available for general indoor use. Please ensure that the tables and chairs are put back neatly in the store room after use. We also have a small number (approx.. 24 chairs & 2 tables) suitable for pre school age use.

We do have a number of tables and chairs for external use (approx.. 24 chairs & 4 tables), please enquire with your booking.

2.3 Supervision.

The person by whom the application for hire is made shall be considered the **HIRER**. 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

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and supervision of the premises are met. Where an organization is named that organization shall be jointly and severally liable herein with the person who signs the form. The **HIRER** will, during the period of the hiring, be responsible for the 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, including proper supervision of car-parking arrangements so as to avoid obstruction of the highway. The Committee may, if they see fit, charge the **HIRER** any expense they may incur for damage to the Hub, its contents or surroundings or for engaging the Police to preserve order prior to during or after any hiring.

2.4 Safeguarding children, young people, and adults at risk.

The **HIRER** must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, the Committee must be provided with a copy of the **HIRER'S** Safeguarding Policy and evidence that the **HIRER** has carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

2.5 Use of OCH and Car Park.

The **HIRER** shall not use the premises for any purpose other than that described in the hiring application and shall not sub hire or use the premises or allow the premises to be used for any unlawful purpose. No parking is allowed on any grassed areas. The access road leading to the OCH is a public highway and must not be obstructed. If parking on Waverley Road, please do not obstruct driveways and be considerate of our neighbours.

2.6 Music & TV Licence.

OCH does not have a television or PPL/PRS licence and therefore the watching of live or online/streaming TV programmes or **HIRER'S** classes (e.g. aerobics) that play any music through any device that is plugged into or charged from an OCH electrical socket is not permitted under any circumstances unless the **HIRER** holds the relevant licence with copy supplied to the Committee. The **HIRER** shall have sole responsibility for ensuring all attendees are aware of this and will accept any breach of this TV or PRS/PPL regulation. The **HIRER** will be responsible for collecting and/or paying any subsequent fine that may ensue from the breach of this regulation.

2.7 Alcohol.

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The consumption of alcoholic liquor is not allowed without permission of the Committee. OCH does not have an alcohol licence. If you wish to provide alcoholic drinks, at no cost to your guests, you may do so as “Bring Your Own (BYO)” is not licensable under the Licensing Act 2003.

2.8 Health and Hygiene.

The **HIRER** shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. NB: The kitchen is NOT licensed for the cooking of food but warming and reheating is permitted.

Please ensure the kitchen is clean and tidy after use, including emptying the dishwasher and putting the contents back in their correct place in the kitchen cupboards.

2.9 Gaming, Betting, and Lotteries.

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.

2.10 Smoking.

The **HIRER** shall, and shall ensure that the **HIRER’S** invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. In addition to being a no-smoking facility, the use of electronic cigarettes is also prohibited.

NB: Smoking or vaping is not permitted in the grounds of the OCH due to the sensitive woodland surroundings.

2.11 Insurance and Indemnity.

By accepting the conditions within the Hub Hire Agreement, the **HIRER** indemnifies and keeps indemnified each Member of the Committee and the Committee’s employees, volunteers ,agents and invitees against

(a) The cost of repair of any accidental and malicious loss or damage done to any part of the premises including the curtilage thereof or the contents of the premises

(b) all claims, losses, damages and costs 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

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(c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the **HIRER**. The Committee or its members severally shall not be responsible for any loss of or damage to any property arising out of the Hire or for any loss, damage or injury which may be incurred by or done to any person or persons resorting to the Hub during the Hire arising from any cause whatsoever or for any loss or damage due to any breakdown of machinery, failure of electricity supply, leakage of water, fire, Government restrictions or act of God which may cause the Hub to be temporarily closed or the Hire to be interrupted or cancelled.

If you are running a small business and hiring the Hub, the Committee will require a copy of your *Public Liability Insurance*.

2.12 No rights.

The hire of the Hub does not entitle the **HIRER** to use or enter the Hub outside the times of the Hire unless prior arrangements have been made with the Bookings Administrator or their Agent. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the **HIRER**.

2.13 Right of entry.

The OCH Committee reserves the right to gain access to the hall at any time and without notice.

2.14 Noise.

The **HIRER** will ensure that any noise is contained within the Hall they have hired and does not constitute a nuisance to the immediate neighbourhood or residents. The Committee or its agents reserve the right to terminate any party entertainment or meeting which it considers to be not properly conducted.

The **HIRER** shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

Please ask your guests to leave quietly at the end of your event. Car doors banging, head lights left on and loud talking in the car park are disturbing to local residents. Complaints from our neighbours can result in loss of deposit.

2.15 No Alterations.

No decorations, alterations or additions may be made to the Premises nor may any fixtures be installed or placards or other articles be attached in any way to any part of the Premises without the prior written approval of Committee's Authorised Representative. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Committee, remain on the Premises at the end of the hiring. It will become the property of the Committee unless removed by the **HIRER** who must

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make good to the satisfaction of the Committee or, if any damage caused to the Premises by such removal.

Do not use drawing pins, nails, tacks or sticky tape on the walls, floors or other surfaces, use non-marking/tearing products if you need to put up notices or decorations. Do not fit decorations near light fittings or heaters.

Do not use party poppers or confetti as these permanently mark the floors

Dancers chalk must not be used as this harms the surface of the floor.

Helium balloons must be secured with weights; any left after your hire, will result in a deduction from your deposit to cover the cost of their removal.

Smoke machines are NOT permitted as they set off the fire alarm system.

2.16 Means of Escape.

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

2.17 Outbreaks of fire.

The **HIRER** shall ensure that the Premises are fully evacuated and Fire Brigade is called to any outbreak of fire, however slight and the Committee's representative is informed.

2.18 Stored equipment.

The Committee accepts no responsibility for any equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property must be removed at the end of each hiring (unless long term storage agreed) or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

2.19 Payment and Cancellation.

Refundable Deposit payment for occasional and party hires to be made with booking.

Payment for occasional and party hires to be made no later than 14 days before the booking commences.

For regular weekly hires e.g. a dance class, these will be invoiced on a half-termly basis (unless otherwise agreed) and payment to be made no later than 14 days before the booking commences.

Hires longer than 1 day e.g. 2 consecutive days or more, payment in full must be made no later than 4 weeks before the booking commences.

Cancellation with more than 30 days' notice, hall hire will be refunded in full.

Cancellations with less than 30 days' notice will result in the full amount being retained unless by agreement with the Committee.

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Any damage/cleaning deposit will be refunded in both cases.

This rule will apply to all cancellations regardless of circumstances.

The Committee reserve the right to cancel any hiring in the event of:

(a) the premises being required for use as a Polling Station or NHS Blood Donation.

(b) the Committee reasonably consider that the hiring will lead to a breach of licensing conditions, or other legal or statutory requirements, or that unlawful or unsuitable activities will take place at the premises as a result of this hiring.

(c) the premises becoming unfit for the use intended by the **HIRER**.

(d) any emergency requiring use of the premises.

In any such case the **HIRER** shall be entitled to a refund of any deposit/fee already paid, but OCH will not be liable to the **HIRER** for any resulting direct or indirect loss or damages.

(e) in the event of the **HIRER** failing to comply with the terms and conditions (such as non or late payment) contained in this document and no refund will be given.

2.20 Electrical Appliance Safety.

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. No additional lights or extensions from the existing electric light fittings shall be used without the prior consent of the Bookings Administrator or their Agent.

2.20 End of hire.

The **HIRER** shall at the expiration of the period of hiring, leave the Hub in a clean and orderly state and leave the area with due regard for the environment. The **HIRER** shall ensure all doors and windows are securely locked at end of hire. The **HIRER** shall ensure the Hub is vacated by 10.15pm at the latest.

The **HIRER** shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, including removing all rubbish (particularly any food waste). If outside bins are full, please take rubbish home.

Ensure all tables and chairs are wiped clean and packed away neatly in the store room.

Ensure floor is swept and if required, mopped. Ensure all kitchen work surfaces are clean, dishwasher emptied and contents put back correctly in the kitchen cupboards. Ensure that the Hub is properly locked and secured (all windows and doors closed as well as the entrance gate upon exit if you are the last to leave the building) unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise OCH shall be at liberty to make an additional charge or retain deposit.

If the key is not put back in the key safe after the hire then a charge of £ 50.00 will be levied for the inconvenience and where, applicable a replacement key.

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3. FIRE REGULATIONS.

The person who has made the booking is the Responsible Person in terms of managing any fire risk for the period of the booking.

If there is to be another person in charge during the period of the booking (who did not make the booking), the Responsible Person in terms of managing any fire risk for the period of the booking passes to them.

It is important that the person in charge makes sure he/she is aware of these regulations and that he/she appoints the appropriate number of subordinates.

It is important to familiarise yourself and your subordinates of the location of the fire exits.

It is essential that the fire exit doors are not locked or blocked whilst an event is taking place.

In the event of fire, or if the fire alarm sounds, the **HIRER** should call the Fire Service immediately and the building must be evacuated.

As soon as safe to do so, the Building Manager must be called on 07976 687252 and the incident reported to the Bookings Administrator as soon as possible.

Two emergency exits lead directly out of the building – one from each of the main halls. They are clearly lit with emergency lighting. The premises meet all the requirements of the current disability legislation.

By the main entrance gates to the OCH grounds, there is a grassed area designated **ASSEMBLY POINT**.

Smoke machines are NOT permitted as these activate the fire alarm.

(a) The **HIRER** acknowledges that they have established the following:

- The location of fire equipment and nomination of an appropriate person to act as fire marshal to ensure everyone has been evacuated.
- Location of escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of closing all fire doors at the time of a fire.
- Location of the First Aid Boxes.

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•The action to be taken in the event of a fire including calling the Fire Brigade and evacuating the building.

(b) In advance of any activity whether regulated entertainment or not the **HIRER** shall check the following:

- That all fire exits are unlocked and panic bolts working.
- That all escape routes are free of obstruction and can be safely used for instant exit.
- That fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

IT IS ADVISED THAT YOU DO NOT ATTEMPT TO USE A FIRE EXTINGUISHER UNLESS YOU HAVE HAD THE CORRECT TRAINING. PLEASE USE THE FIRE EXITS AND CALL 999

What3Words: last.gifted.bravo

4. FURTHER INFORMATION FOR HIRERS

4.1 Parking.

Please use the car park provided (space for approx. 15 cars plus one disabled bay) and do not obstruct the premises of neighbouring residents or use their driveways.

4.2 Dogs.

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Dogs, on a lead at all times, are permitted inside and outside the Hub. Any mess must be cleared up and any damage caused by a **HIRER's** or their guest dogs must be paid for by the **HIRER**.

4.3 Heating.

Heating is available in all areas (except kitchen, storerooms and toilets) and is set to a maximum temperature.

4.4 Drinking Water.

Drinking water is available from the mains cold taps in the kitchen and utility room.

4.5 Light Switches.

Light Switches are located inside the entrance doors for the outer hallway and car park, the inner double doors for the Halls and the doors to the meeting room, kitchen, store room and toilets. Ensure all lights are turned off at the end of the hire.

4.6 Equipment Only.

HIRERS have access to tables / chairs located in Store 1. There are cups, plates and glasses as well as the usual utensils, serving dishes etc available to use in the kitchen.

4.7 Cleaning Equipment.

There is a large broom, hoover as well as dustpan and brush in the kitchen, behind the door. There is also cloths, sprays and wipes under the kitchen sink. There is also a cleaners cupboard, accessed via the utility room, with further equipment such as mops etc if required.

It is expected that hirers ensure they leave the halls/meeting room/kitchen in a clean and tidy state with all surfaces wiped down, dishwasher wiped down, all mugs, crockery, glasses put back in the correct cupboards , tables and chairs put back in store or position correctly and floors swept clean.

4.8 Windows.

All windows are to be locked when the hall is not in use. This is to comply with fire regulations.

4.9 KeySafe.

The **HIRER** will be given the entrance gate code and the key safe code within 24 hours before their hire. At the end of the hire, the **HIRER** must put the key back in the keysafe located outside the main entrance doors to the OCH ensure it is securely locked before leaving. Failure to leave the key in the key safe will incur a £50.00 charge.

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If you are the last people to leave the building, the entrance gate must be closed and securely locked with the gate padlock.

5.0 Low Ropes Course

The low ropes course is only available to uniformed groups with a qualified instructor.

The Oxshott Community Hub and its members severally shall not be responsible for any loss of or damage to any property or persons arising out the use of the low ropes course.