

## Rubery Community and Leisure Centre Ltd. Hire Terms and Conditions

1. The committee reserves the right to impose further conditions to meet the requirements of the hirer and may, at their absolute discretion and without Reasons being given refuse to grant any application for the hire of the facilities, or cancel without notice any hiring previously accepted.
2. The hirer must ensure that all necessary licensing or other legal formalities concerned with any activity undertaken in the course of the letting are complied with and that copyrights are not infringed. In the case of film shows only non-inflammable film may be used.
3. Intoxicating drinks may only be brought on the premises only with the permission of the committee. The hirer is responsible for ensuring such permission is obtained if required, and that any necessary license is obtained.
4. No floors may be specially polished for dancing purposes.
5. Sub letting is forbidden.
6. The centre cannot be held responsible for any loss or damage to any motor vehicle parked on the centres premises.
7. Where the committee approve for the use of the centre's facilities detailed arrangements for their use must be made by the hirer with a committee member, such consultations will include the use of specialist equipment. The committee has the right to refuse permission.
8. The hirer shall be held responsible for re-imbursing the cost of any damage to the centres furniture facilities and equipment sustained in the course of the hire.
9. The hirer shall be held responsible for the loss or damage to any personal property, articles or equipment, etc, brought onto the centres premises in connection with any letting of the premises.
10. The hirer must ensure that all activities held on the premises are properly conducted, and where necessary the appropriate numbers of parents/guardians or/and stewards attend.
11. The hirer shall during the hiring be responsible for:
  - A) the efficient supervision of the hired facilities including the effective control of children, the orderly and safe admission and departure of persons to and from the hired facilities and the orderly and safe clearance of the hired facilities in case of an emergency.
  - B) The preservation of good order and decency.
12. The hiring does not entitle the hirer to use the facilities at any time other than those hours specified in the hire agreement, unless prior agreement is made with the committee.
13. The centre shall not be held liable for any loss due to any breakdown of machinery, failure of electricity, leakage of water, fire government restriction, strike, act of god, or any unforeseen circumstances which may cause the premises to be temporarily be closed, or the hiring to be interrupted or cancelled.
14. The hirer shall be liable for, and indemnify the centre in respect of loss, damage or injury which may be incurred by, or be done or happen to the hirer or any other person in the hirers employ or by any other person or persons resorting to the hired premises by reason of the use of the hired facilities by the hirer.
15. No additional lights or extensions from existing electrical light fittings shall be used without previous consent from the managing committee.
16. Consent must be obtained from the committee by the hirer prior to the hire if the premises are to be used for the holding of a sale of anything whether by auction or otherwise.
17. The hirer is requested to contact the centre to obtain details of the prevailing precautions and security arrangements.
18. The hirer is to be held accountable for the conduct of his/her own employees, agents and contractors including all health and safety and welfare matters. The hirer must make their arrangements in such a way that ensure at all times:
  - A) Compliance by them of their responsibilities under the health and safety at work act.
  - B) Compliance and co-operation by Him/herself and his/her employees, agents, contractors with any arrangements made by the centre for the security of the hired premises or any part thereof, or to secure compliance with any duty or requirements in relation to health and safety at work
19. If the hirer wishes to cancel a single booking, at Least seven full days notice must be given, otherwise the deposit for the booking will be retained and the centre may also charge for the full letting if they see fit.
20. Cancellation of an arrangement to hire the centres premises regularly is subject to a minimum of one month's written notice. Regularly is defined as a booking a month over a six month period.
21. The hirer is responsible for ensuring that after the letting, the premises is left in a clean, tidy and proper condition, failure to do so will result in the loss of the deposit to cover the cost of cleaning and or repair. The further use of the centre will normally be refused to persons that have left the premises in an undesirable state; any abuse will lead to immediate withdrawal of facilities.
22. Committee members and staff of the centre have the right of free access to the premises at any time to ensure that the conditions of letting are being observed.
23. A valid certificate of conformity for portable electrical testing (P.A.T.) shall be produced by the entertainer to the hirer before the specified date, the committee has the right to ask to see the certificate, and failure to produce this will render the booking void.