

# **OLD FELIXSTOWE COMMUNITY ASSOCIATION**

## **CONDITIONS OF LETTING – ALL HIRERS**

### **1. HIRING:**

The Old Felixstowe Community Association ('OFCA') reserves the right to reject any application to hire any part of the Centre. The Hirer, not being a person under 18 years of age, hereby accepts responsibility of 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 the management and supervision of the premises are met.

Whilst present at the Centre the Hirer is responsible for the terms and conditions of the Premises Licence which is on display at the Centre. Please note that OFCA has imposed its own limits on the permitted hours of use. The main conditions of the Licence are outlined in this summary. The Hirer must not sub-let any part of the premises and not use the premises (including the car park, owned by Felixstowe Town Council) for any purpose other than that described in the hiring agreement. The Hirer should not use the premises for any unlawful or unsuitable purpose. The name of the Hirer must be shown on any promotional material for the event and only the accommodation booked and paid for may be used. Hirers should be aware of OFCA Policies regarding Equal Opportunity, Health and Safety and Safeguarding which are on display in the Centre and on OFCA's website <http://www.oldfelixstoweca.org.uk/>

### **2. RIGHT OF INTERVENTION:**

OFCA reserves the right to intervene if it believes these conditions of letting or the conditions of our Public Entertainment Licence are not being complied with. The decision of OFCA shall be final at the time of the incident, but any particular point of dispute may be referred to OFCA within 72 hours. Authorised representatives of the local authority, police and fire service have the right to enter and, if necessary, inspect the premises at any time and shall be enabled to do so.

### **3. INSURANCE AND INDEMNITY**

a) The Hirer shall be liable for:

- i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
- ii) all claims, losses, damages and costs made against or incurred by OFCA, their employees, agents or invitees 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
- iii) all claims, losses, damages and costs made against or incurred by OFCA their employees, volunteers, agents or invitees as a result of the use of the premises by the Hirer, and

subject to sub-clause b), the Hirer shall indemnify and keep indemnified accordingly each member of the OFCA's Management Committee and OFCA's employees, volunteers, agents and invitees against such liabilities.

- b) OFCA shall take out adequate insurance to insure the liabilities described in sub-clauses a) i) above and may, in its discretion and in the case of non commercial Hirers, insure the liabilities described in sub-clauses a) ii) and iii) above. OFCA shall claim on its insurance for any liability of the Hirer here under but the Hirer shall indemnify and keep indemnified each member of the Management Committee and OFCA's employees, volunteers, agents and invitees against a) any

insurance excess incurred and b) the difference between the amount of the liability and the monies received under the insurance policy.

c) Where OFCA does not insure the liabilities described in the sub-clause a) ii) above, the Hirer shall take out adequate insurance to insure such liability and on demand produce the policy and current receipt or other evidence of cover to OFCA's Administrator. Failure to produce such policy and evidence of cover will render the hiring void and enable OFCA's Administrator to rehire the premises to another Hirer.

OFCA is insured against any claims arising out of its **own** negligence.

#### **4. 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.

#### **5. PAYMENT - HIRING FEE/DEPOSIT:**

The hiring fee for casual Hirers is payable at the time of booking. A refundable deposit of £50 (fifty pounds) is payable at the discretion of the Administrator for both casual and regular Hirers with, and in addition to, the hiring fee.

We must inform you that OFCA may have to withhold part or all of your deposit for a number of reasons:

- a) If damage has been caused by the Hirer during the period of occupation.
- b) If the rooms have been left in a dirty or untidy state. All users are asked to leave the premises in good order, clean and with all tables and chairs returned to their correct positions.
- c) If the lights or hot water urn have been left on.
- d) If parking or noise complaints are received from local residents.
- e) If the key has not been returned to the key box immediately following the hire.

The deposit may therefore be retained until after the Committee meeting following the hire. For most Hirers none of these circumstances apply and we do hope that your hire takes place without any difficulty.

Regular Hirers who are invoiced for their hiring charges must pay within 14 days of the receipt of the invoice.

#### **6. CANCELLATION:**

Notice of cancellation of a casual booking should be given in writing, or by email, to the Administrator at least 28 days before the booking. If less notice is given OFCA will retain the hiring fee and return the deposit. Regular Hirers are requested to give as much notice of cancellation as possible, if less than 7 days' notice is given, we may retain the booking fee.

OFCA reserves the right to cancel the hiring by written or email notice to the Hirer in the event of:

- a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- b) OFCA reasonably considering that
  - i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or ii) 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) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

7. NUMBERS:

The maximum number of persons to use the premises shall not exceed:	
Margaret White Hall	60
Jane Bolton Lounge	60
Wyn Brackley Hall	120
Kitchen Area	5
Main Hall outside	5
Children under the age of five (dependants) (user group)	35
Physically Disabled Users	6
Contractors (working on premises)	2
Sleeping where accommodation is provided (Max)	0
Working with reduced audibility	0
Sleeping with reduced audibility	0
Lone Worker	1
Total (typical user group)	80
<b>Total (max users permitted to use the Centre at any one time)</b>	<b>200</b>

Seating should be so arranged in the Wyn Brackley Hall and the Margaret White Hall as to provide gangways of no less than 1.1 metres in width which must lead to and connect with the exits. No seat shall be more than 3.6 metres from the gangway measured along the row of seating.

OFCA reserves the right to amend the maximum occupancy numbers, as necessary.

8. HIRING TIMES:

Please allow time in your booking for setting up your event and to clear up afterwards. The latest permitted finishing time is 11.15pm. The premises must be vacated by 11.30pm.

9a. SMOKING:

The Hirer 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.

9b. VAPING:

Vaping is not allowed on the premises but is permitted outside the building.

10. 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.

11. DECORATIONS:

No decorations are permitted within the Community Centre and no posters or notices should be fixed to any wall or door.

12. ANIMALS

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed by the Administrator. No animals whatsoever are to enter the kitchen at any time.

### **13. SALE OF GOODS**

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

### **14. PUBLIC SAFETY COMPLIANCE**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority and OFCA's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, or which is attended by children. The Hirer shall also comply with OFCA's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Administrator.

a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of the fire.
- Location of the first aid box.

b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied.

OFCA would prefer that whenever possible that external doors are locked when the event takes place (emergency exit is not compromised as all doors have 'push-bar' facilities). However, it is recognised that such locking may be inconvenient so if this is the case the Hirer is required to monitor who enters to ensure that no unauthorised person(s) enter the premises during the occupation by the Hirer. The last person leaving the building is responsible for ensuring that nobody is left in the building and that all doors are securely locked on departure.

### **15. INCIDENT/ACCIDENTS:**

Any significant incident (such as damage to the building, the flooring or fixtures and fittings, or breakages of crockery etc) must be recorded in the incident and accident book located in the kitchen and reported as soon as possible to the Administrator. Any serious accident must be recorded in the incident and accident book and reported immediately to the Administrator.

### **16. CONSUMPTION OF ALCOHOL:**

Alcohol may be consumed on the premises only with the prior approval of the Administrator. Under no circumstances may alcohol be sold (this includes selling tickets for an event at which alcohol will

be served). The Hirer shall ensure that in order to avoid disturbing neighbours to the Centre and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

**17. CONSIDERATION FOR NEARBY RESIDENTS:**

Please note that from time-to-time OFCA receives complaints from local residents concerning thoughtless car parking and noise. If valid complaints are received after a booking the Committee will consider withholding the deposit.

- a) Parked vehicles must not impede or prevent escape from the Centre or access to it or to nearby properties. The corner with St Georges Road can be particularly dangerous and Hirers are reminded of the Highway Code which states that vehicles should not be parked less than 10 metres from a junction. If necessary, cones (available within the Centre) should be placed to enforce this.
- b) The Hirer shall ensure good order and decent behaviour during the hiring, and that any noise emanating from the premises remains at a reasonable level and prevent annoyance to others using the Centre or living nearby. Please ensure that there is no noise nuisance caused by guests when they leave the Centre.

**18. PREPARATION OF FOOD IN THE CENTRE KITCHEN:**

- a) OFCA kitchen is not licensed for food preparation. This means that any food to be consumed at an event should primarily be prepared off site.
- b) Use of the kitchen for laying out of prepared food, tea, coffee etc is on a shared basis and the usual courtesies should be extended to other users.
- c) The Hirer is required to ensure that the kitchen, cooker and fridge are left clean and in a fit state for use by subsequent users.

**19. ON LEAVING THE CENTRE:**

The Centre must be left in a reasonable state, fit for use by others. Chairs must be stacked as indicated, cloakrooms and toilets checked, windows closed and locked, urn and cookers turned off, heating controls returned to correct setting, all radiator thermostats turned fully ANTI-CLOCKWISE (max setting, 5) and lights extinguished. All doors to be locked. Hirers are to insist that when leaving the premises all guests leave quietly. As soon as the event is over and the Centre made tidy and secure, the door key should be returned to the key box. Delay in doing this could affect the return of the deposit, if applicable.