

General Rules Governing the Hire of the Shawfield and Community Project Facilities

PREAMBLE

The management of the Community Project's facilities is undertaken by the Facilities Subgroup of the Community Project Ltd.

1. Use of the Facilities

Use of the Shawfield and Community Project Facilities in the case of hirers, is subject to the following rules and may in addition be subject to certain additional conditions incorporated in the hiring agreement.

2. Applying to use the Community Project Facilities

- a) Applications for use of the Community Project facilities shall be made to the Community Project Ltd.. The hiring may not be assigned or transferred to any other person or persons.
- b) The Community Project Ltd has the right to refuse any application for the use of its facilities.

3. Hours of Opening

Hours of use including get outs are to be agreed in advance as part of the Hire Agreement. Use of facilities beyond agreed times will be charged at the double the hourly rates for each room or facility.

4. Maximum Capacity

On no account shall the maximum capacity specified in the Hire Agreement be exceeded.

5. Safety Requirements

- a) All conditions attached to the granting of the Community Project's Public Entertainment Licence or other licences shall be strictly observed.† Nothing shall be done which will endanger the users of the building, and the policies of insurance relating to it and to its contents.†
- b) Shawfield is a No Smoking building.
- c) All electrical equipment brought into the building shall comply with the Electricity at Work Regulations, 1989.† The Community Project disclaims all responsibility for all claims and costs arising out of any such equipment that does not so comply. No alterations to the electrical or other equipment shall be made by the Hirers except with the written consent of the Community Project Facilities subgroup. It is the responsibility of the Hirers to ensure that any electrical equipment they may connect to the supply will be compatible with the 13 amp (kw) sockets provided and should this condition be ignored the Community Project will not be responsible for any resulting failure in supply. In the event of a supply greater than the normal 13 amp being required, arrangements must be made with the Community Project Facilities subgroup at the time of booking.

6. Supervision

The hirer or person in charge of the activity shall be on the premises for the entire period of hire, or duration of the activity.† The person in charge shall not be engaged in other duties which prevent him/her from exercising general supervision.

The hirer accepts that the Community Project reserves the right to superintend and control the premises and facilities at all times.

7. Intoxicating Liquor

No intoxicating liquors are permitted to be brought, sold or consumed on the premises unless the Hirer has obtained consent from the Community Project and any required legal authority. The Community Project reserves the right to close the function if this rule is broken.

8. Betting, Gaming and Lotteries

Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries, and the person or organisations responsible for the function held in the Community Project's premises shall ensure that the requirements of the relevant legislation are strictly observed.

9. Copyright

The hirer shall obtain the appropriate permissions and pay any performing rights or copyright fees for performances. The hirer is responsible for ensuring all necessary licences or permissions have been obtained for all copyright material used in the event and indemnifies the Community Project against copyright royalties due or any claims resulting from breaches of copyright.

10. Storage

The permission of the Community Project must be obtained before goods or equipment are left or stored on Community Project premises for a particular function or event.

11. Loss of Property

The Community Project cannot accept responsibility for damage to, or the loss or theft of, property and effects.

12. Damage / Deposit

A nominal deposit is payable in advance (please check with contact for amount) and the hirer shall bear the cost of making good any damage for which they can be held responsible as having been done to the premises and/or contents during the period of hire or incidental thereto.

13. Car Parking

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from Community Project premises.† Where parking accommodation is provided and available, this must be used, and in any case users of the Centre should avoid undue noise on arrival and departure. For events involving more than 15 cars a car parking plan will need to be agreed with the Community Project.

14. Nuisance

- a) Litter shall not be left in or about the Community Project premises.
- b) Hirers and organisers of events in Community Project premises are responsible for ensuring that the noise level of their functions is not such as to interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property. The Hirers shall accept full responsibility for the preservation of good and orderly conduct during the period of hire. The Community Project have the right to terminate the hire if orderly conduct is not maintained on the premises.

15. Fixtures, Fittings, Cleaning and Security

All use of the Community Project premises and facilities is subject to the users or hirers accepting responsibility for returning furniture and equipment to their original position, and for securing doors and windows of the premises as directed by the Community Project. † Fixtures and fittings belonging to the Community Project may not be used, moved or interfered with without the permission of the Community Project. No nails or other fastenings shall be driven into the walls, fitments, floors, furniture or equipment. All users shall also leave the premises and surrounds in a clean and tidy condition, as may be directed by the Community Project.

16. Compliance

The hirer undertakes to comply with all requirements of any statute or any government department local authority or other public authority, including Health and Safety legislation and legislation relating to libel, defamation and slander.

17. Indemnity and Insurances

The hirer undertakes to indemnify the Community Project against any damages costs claims demands and expenses whatsoever incurred or sustained as a result of the event. The hirer shall insure against its potential liability under statutory and common law all persons employed by it in the premises or acting under its instructions or on its behalf and against risks of liability to third parties arising out of any action or default of the hirer. The hirer shall not do nor suffer to be done anything whereby any policy of insurance effected by the Community Project may be increased or the terms of the insurance made more onerous.

18. Force Majeure

If the event is cancelled through force majeure, the fabric of the building being declared unsafe, or any other reason beyond control of either party, neither party shall have claim against the other and the obligation of both parties shall cease immediately.

19. Cancellation Policy

Up to 1 month prior to date - no refund
1 - 3 months prior - 50% payable
3 months - 6 months - 30% payable
6 months or more - nothing payable

Community Project Ltd. Hire Agreement for Occasional Booking of Facilities

Date of agreement –

Parties:

1. The Directors of the Community Project Ltd. ('the Company'), (named contact – Ben Duke)

2. Name of person responsible:

Organisation.....(The hirer)

Address.....

Telephone Number.....

The Company permits the Hirer to use that part of the premises described in paragraph 3 below on the following terms and conditions and within the rules for use of the centre.

1. Purpose of Hiring:

2. Period of Hiring- Date:
Hours: from

3. Description of room (s) and facilities within the premises to be hired:

4. Fees and payment dates

Hiring Fee:

Deposit Payable £

Guest rooms and other overnight accommodation to be paid for once numbers are known at £15.00 per person per night.

5. The Hirer agrees to observe and perform the terms and conditions contained or referred to in the Community Projects General Rules governing the use of the premises by hirers for the time being in force as attached to this agreement and in the Rules governing the use of the premises, and that the following special conditions shall apply:

Numbers

Maximum total of all participants (including organisers) to be (excl. Community Project

residents).

Parking

Parking should be kept to the car park where possible, but there is space outside Shawfield for loading and unloading from vehicles and for reasonable interim parking for up to four cars.

Insurance

A public event needs to be covered for loss and damage, public liability and insurers' liability under the hirers' insurance.

Fire Agreement

Hirers should ensure they have read and understood our fire safety document which accompanies this agreement. By signing this form a hirer confirms their agreement to comply with the fire safety instructions provided as well as to the conditions outlined here.

If any of the conditions of hire are breached the hirer will forfeit deposit, without prejudice to any of the foregoing conditions.

Nothing in this agreement shall constitute a partnership between the parties.

Signed by (Please print name)
(for and on behalf of the Community Project Ltd.)

Signed by (Please print name)
(The Hirer / For and on behalf of the Hirer)