

SOUTH BOOKHAM SPACE - STANDARD CONDITIONS OF HIRE – December 2019

If the Hirer is in any doubt as to the meaning of the following, the Booking Officer should immediately be consulted. For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, their authorised representative.

The South Bookham SPACE (including Outer SPACE) is operated by South Bookham SPACE Ltd ("SBS"), a company limited by guarantee and incorporated in England & Wales, Company number 7318693, and a registered charity, number 1141705.

1. Supervision

THE HIRER will, during the period of the hiring, be responsible for 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 connected with the HIRER's use of the premises.

2. Use of South Bookham SPACE (the "Premises")

THE HIRER shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used in any unlawful way. Appropriate non-marking footwear must be worn by all users in both the hall and Outer SPACE, and skateboarding, roller skates and roller blades are strictly prohibited. HIRERS must check with the Booking Officer before bringing anything onto the premises which might damage them or invalidate SBS's insurance. Commercial auctions are not permitted. Smoking, vaping or use of smoke machines is strictly prohibited in all parts of the premises including Outer SPACE.

3. Consideration for Neighbours.

THE HIRER shall ensure that users show due consideration for neighbours and in particular that excessive noise is avoided when using the outdoor areas including Outer SPACE, and on arrival and departure. The use of foul language may result in the immediate cancellation of all future bookings made by THE HIRER. No music is permitted after 10:00pm. Floodlights for the Outer SPACE shall be turned off promptly at the end of the Hire Period.

4. Hirer's property

SBS takes no responsibility for Hirer's property whilst on SBS's premises and it is Hirer's responsibility to safeguard such property and to arrange any insurance cover against damage or theft. SBS takes no responsibility for the operation or effectiveness of any alarms or security devices installed on the premises.

5. Licences.

For any licensable activity permission must be sought from the SBS in advance and the hirer shall then ensure that an appropriate licence (e.g. TEN) is applied for and shown to the booking officer or other authorised representative of SBS.

6. Alcohol, Gaming, Betting and Lotteries

The sale of alcohol and any gambling activities are not permitted.

7. Public Safety Compliance

THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

8. Health and Hygiene

THE HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

9. Plastic Free Pledge

SBS is an ally of the Plastic Free Community and has pledged to reduce the use of single use plastic. We urge all our hirers to avoid the use of single use plastic, especially bottles, cups, plates and food wrapping.

10. Electrical Appliance Safety

THE HIRER shall ensure that any electrical appliances brought by him or her to the premises and used there shall be safe and in good working order, and used in a safe manner only by persons qualified to do so.

11. Security and Heating

Keys shall not be copied under any circumstances. Requests for additional keys should be made to the Booking Officer. There may be a charge for additional keys. All keys remain the property of SBS and shall be returned to SBS at the end of Hire. THE HIRER shall ensure that the doors to the premises are not left in an open position when the heating is on.

12. Accidents and Dangerous Occurrences

THE HIRER must record all accidents involving injury to the public. Accident report forms and procedures are kept in the Incident Log folder. Any failure of equipment either that belonging to the centre or brought in by the hirer must be recorded in the said Incident Log. The Health & Safety Officer must be notified immediately of all accidents causing major injury. These must be reported on the Accident report form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

13. Indemnity and Insurance

THE HIRER shall indemnify SBS for the cost of repair of any damage done to any part of the premises and grounds and their contents which may occur as a result of the hiring. THE HIRER is required to have public liability insurance on terms that are satisfactory to SBS. THE HIRER shall when requested provide SBS with a copy of the documentation of THE HIRER's own public liability insurance arrangements. THE HIRER may purchase cover from SBS at an additional cost.

14. Animals

THE HIRER shall ensure that no animals (including birds) except guide dogs are brought into the centre. No animals whatsoever are to enter the kitchen at any time.

15. Children, Young People and Vulnerable Adults

THE HIRER shall ensure that any activities for children under eighteen years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children. Where relevant, the HIRER is required to operate a recognised Child Protection Policy based on the Home Office Code of Practice 'Working Together to Safeguard Children 2006' and comply with SBS' Safeguarding Policy.

16. Fly Posting

THE HIRER shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Centre, and shall indemnify SBS accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

17. Cancellation by Hirer

Bookings (casual or regular) may be cancelled in writing to the Booking Officer. Where notice of cancellation is received less than 28 days before the event the hire fee will be retained unless SBS is able to hire out the same part of the premises for a similar or overlapping period, in which case 50% of the hire fee will be retained as an administration fee.

18. Cancellation or Refusal of Booking by SBS

SBS reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the HIRER. THE HIRER shall be entitled upon such notice to reimbursement of all monies paid by the HIRER to SBS in respect of that part of the term that is cancelled, but the HIRER shall not be entitled to any other compensation.

SBS reserves the right to cancel this hiring agreement in whole or in part without notice in the event of the Centre being required for use as a Polling Station for a Parliamentary or Local Government election or by-election or if it becomes unfit or unsafe. In that event SBS will refund to the HIRER payment already made in respect of the cancelled period but the HIRER shall not be entitled to any other compensation.

19. Alternative accommodation

SBS reserves the right to substitute a similar or better room or area (e.g. sports hall instead of meeting room) if desirable for operational reasons. This hiring does not create a lease and does not give the Hirer the right to exclusive occupation of any part of the premises.

20. End of Hire Period

At the end of each continuous period of hire THE HIRER shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced otherwise SBS shall be at liberty to make an additional charge. The HIRER shall remove all rubbish, bottles and the like resulting from the hiring. Failure to do so may result in a surcharge.

21. Parking

The Hard Surfacing at the front of the centre should be used for car parking if possible to avoid roadside parking. Parking on the premises is at the owner's risk.

22. Hiring Fees

These will be as shown on the hiring agreement or invoice and must be paid in full prior to the first period of hire. SBS retains the right to review and amend hiring fees at any time and must give 30 days-notice to the HIRER of any such hire fee changes.

23. Start and Finish Times of Period of Hire

The HIRER is reminded that the period or periods of hire are as per the hiring agreement and access to the premises is not permitted before the start times or after the finish times specified for each period, whether for the purpose of setting or clearing up or otherwise, except by specific agreement with SBS.