

# UPPERTOWN SOCIAL CENTRE BOOKING FORM AND HIRE AGREEMENT

The hire starts from the time the building is opened until the building is vacated. Set-up and clearing-up times are charged for at the same rate as the Hire charge. Key holders may not use the Hall without confirmation from an authorised representative of Uppertown Social Centre (USC).

A deposit is payable on booking with the balance of the hire charge on collection of the keys, unless otherwise agreed.

The bar will serve alcohol from 10.00 am to 12.00 am Monday to Saturday and from 10.00 am to 11.00 pm on Sunday. USC has the sole right to sell and dispense all alcoholic drinks on and off the premises. Bar service must be booked by Hirers in advance (see below).

No music is to be played after midnight.

Any event must end by 12.30 am Monday to Saturday and by 11.30 pm on Sunday.

The maximum capacity is 120 persons. Seating capacity is 100. Smoking is not permitted.

The hire of Uppertown Social Centre is subject to the Terms & Conditions of Hire, as set out below.

Date of Hire : \_\_\_\_\_ Purpose of Hire: \_\_\_\_\_

Hirer's Name: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_ Post code: \_\_\_\_\_

Tel No: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Period of Hire : (4 hours is minimum unit of hire, and setting-up/clearing-up time must be included)

From \_\_\_\_\_ am/pm until \_\_\_\_\_ am/pm

Bar required: Yes/No  
Yes/No

Kitchen Required: Yes/No

Marquee Required:

Total Charge : £ \_\_\_\_\_ Deposit: £ \_\_\_\_\_

**Please read the following and sign your acceptance on page 4**

## **TERMS & CONDITIONS OF HIRE**

Agreements with the Trustees of Uppertown Social Centre (“**USC**”) for the hire of Uppertown Social Centre or any part thereof (“**the Premises**”) are subject to these Terms and Conditions of Hire (“**the Hire Conditions**”).

### **1. Undertaking of the Hirer**

The Hirer undertakes to ensure that they have an understanding of the Hire Conditions for the time being in force.

### **2. Supervision by the Hirer**

The Hirer undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in these Hire Conditions and any relevant licenses.

### **3. Responsibility of the Hirer**

The Hirer shall be responsible during the period of hire for:

- Ensuring that the number of people using the Premises does not exceed that permitted under the Premises licence.
- Supervision of the use of the Premises and the care of its fabric and contents.
- Ensuring that the Premises (including kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish removed from the site at the end of the hire.
- Ensuring that all equipment, chairs and tables have been returned to their storage positions safely, the Premises are cleared of people, all lights switched off, and the building secured.
- Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard.
- Ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner.
- Ensuring that no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure.
- Ensuring that no animals (including birds), except assistance dogs are brought into the building.
- Ensuring that no barbeques, LPG appliances or highly flammable substances are brought onto the Premises.

### **4. Fire Regulations**

The Hirer shall:

- Ensure that the “Emergency Exit” signs are kept illuminated.
- Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to the Centre.
- Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event. The Evacuation Meeting Place is outside the car-park across the lane from the Premises and opposite to the Entrance. No person may re-enter the Premises without the permission of the Fire Brigade.

### **5. Use of Premises**

The Hirer shall not:

- Sub-let or use the Premises for any purpose other than that described in the Booking Form
- Use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way.
- Do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof.
- Allow the use of drugs on the Premises or allow smoking in the Building.

### **6. Car Parking**

There is space in the car-park for 25 cars. Vehicles are parked at owner’s risk.

## **TERMS & CONDITIONS OF HIRE (Continued)**

### **7. Premises Licence and other relevant legislation**

The Hirer is responsible for:

- Conforming to the terms of the Premises Licence granted to the Centre, including, but not limited to, permitted hours for licensable activities event.

The Hirer shall not:

- Bring alcoholic drinks, soft drinks and beverages into these licensed premises (including the garden & car-park) for sale or consumption by members of the public or Hirers of the Premises, except where specific arrangements have been made in advance with the USC Premises Licence holder. The sale of alcoholic drinks by any other person or organisation is illegal and lays the person selling the drink open to a fine and/or imprisonment. Giving away alcoholic drinks at a function and charging an entrance fee is deemed to be the sale of alcohol and is not permitted. Alcohol may not be served to any person under the age of 18 years.

### **8. Compliance with legislation relating to children or vulnerable adults**

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. Child Protection Policies are the responsibility of the Hirer.

### **9. Music Licensing**

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission. USC holds relevant licenses under Performing Rights Society (PRS) and the Phonographic Performance Licence (PPL).

### **10. Compliance with other relevant legislation**

The Hirer shall ensure that the users:

- Do not contravene the law relating to gaming, betting, and lotteries.
- Comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.

A breach of this condition may lead to prosecution by the local authority.

### **11. Insurance and Indemnity**

The Hirer is liable for:

- The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents. USC will take out adequate insurance to insure **accidental** damage liabilities, up to a maximum of £1,000,00 for any one claim. Hirers must indemnify us against any insurance excess incurred and the difference between the amount of the liability and the monies we receive under the insurance policy.
- All claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment).
- All claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the Premises.

The Hirer is responsible for:

- Ensuring that any external supplier they contract with (e.g. catering company or operator hired to bring equipment such as bouncy castles onto the Premises) has Public Liability insurance (£5,000,000 minimum indemnity).

**TERMS & CONDITIONS OF HIRE (Continued)**

**12. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to an authorised representative of USC as soon as possible, and complete the relevant section in the Premises' Accident Book. Any failure of equipment, either that belonging to USC, or brought in by the Hirer must also be reported as soon as possible.

**13. Stored equipment**

USC accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period.

**14. No alterations**

No alterations or additions may be made to the Premises. No fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of USC. No Blu-tack, drawing pins or adhesive tape may be used.

**15. Cancellation by the Hirer**

If the Hirer cancels the booking before the date of the event and USC is unable to conclude a replacement booking, USC may, at their discretion, require a further payment of hire fees or withhold hire charge already paid.

**16. Cancellation by the Centre**

USC reserves the right to cancel a hiring by written notice to the Hirer in the event of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum or if USC reasonably consider that:

- such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
- the Premises have become unfit for the use intended by the Hirer.

In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but USC shall not be liable for any resulting direct or indirect loss or damages whatsoever.

**Acceptance:**

I have read and accept these Terms and Conditions of Hire of Uppertown Social Centre, as above:

Signature of Hirer : \_\_\_\_\_ Date : \_\_\_\_\_

[Sign and date both copies - one to be returned to USC and the other to be retained by the hirer.](#)