

Terms & Conditions of Hire

The management of Bankside Community Space is vested in Better Bankside (herein known as the company), a company limited by guarantee. Under the provisions of the terms of reference, Better Bankside is empowered to make rules, or to withdraw or amend them.

Bankside Community Space shall be open to all members of the community, regardless of race, gender, sexual orientation, age, physical ability, religious or political beliefs or marital status.

Standard conditions of hire

These standard conditions apply to all hiring of Bankside Community Space. If the Hirer is in any doubt as to the meaning of the following, Better Bankside staff should immediately be consulted.

1. Age

The premises cannot be hired to any persons under 18 years of age.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the contents; the behaviour of all persons using the premises; proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the company, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents. The person in charge shall not be engaged in any duties, which prevent him/her from exercising general supervision.

If the premises or any part of them are used for the purpose of public entertainment, there shall be a minimum of two persons, neither of whom shall be less than 18 years of age, on duty. All persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall be familiar with the fire-fighting equipment available.

3. Use of premises

The Hirer shall not use the premises for any purpose other than that described in the booking form

4. Gaming, betting and lotteries

Express permission must be granted by the management committee for the use of the premises for betting, gaming or lotteries. If this permission is granted, nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in Bankside Community Space shall ensure that the requirements of the legislation are strictly observed.

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. Licensable activities

No intoxicating liquors are permitted to be bought or sold on the premises. Permission must be granted from the company before intoxicating liquors can be consumed on the premises.

The Administrative Officer must be given at least 4 weeks' notice of a hirer's intention to use Bankside Community Space to provide any form of public entertainment, so that the appropriate licence may be obtained from the local authority.

The company reserves the right to refuse an application for use of Bankside Community Space in providing public entertainment due to the residential nature of the surrounding area and the risk of undue noise.

Permission must be granted by the management committee before any form of music is permitted to be played during a hire period. Loud music is not permitted. The premises have licences with the Performing Right Society (PRS) for the royalties due on music performed or played in Bankside Community Space; and with Phonographic Performance Limited (PPL) when music is played from CDs or tapes as part of their hire.

6. Public safety compliance including Fire Safety

The Hirer acknowledges that they are aware of instructions in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the space.
- That all fire exits are unlocked.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That there are no obvious fire hazards on the premises. Highly flammable substances shall not be brought into or used in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton etc.) shall be undertaken or erected without the consent of the company.
- No unauthorised heating appliances shall be used on the premises.
- Fire fighting apparatus shall be kept in its proper place and only used for its intended purpose.
- That the Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the company.

7. Health and hygiene

Hirers need to exercise care when serving hot food and liquids in the public areas.

Hirers are permitted to use the kitchen facilities and to bring in external caterers. In this instance however, hirers are liable for all health and safety issues related to the serving of food and drink and are required to leave the facilities in a similar condition to the start of the hire.

8. Electrical appliance safety

All electrical equipment brought into the building shall comply with The General Products (Safety) Regulations 1994. The company disclaims all responsibility for all claims and costs arising out of any such equipment that does not comply. Any electrical appliance brought into the premises must carry a current Portable Appliance Test (PAT) certificate and must be operated by a competent person.

9. Insurance and indemnity

The Hirer is liable for:

- (i) the cost of repair of any damage to any part of the premises including the contents.
- (ii) all claims made against or incurred by the company in respect of damage, nuisance caused to a third party or loss of property or injury to persons arising as a result of the use of the premise. The company cannot accept responsibility for damage to, or the loss or theft of users' property and effects.

Bankside Community Space has adequate buildings and contents insurance and public/employer liability insurance and is consequently insured against any claims arising out of its own negligence.

10. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of staff **as soon as possible** and complete the relevant section in the Bankside Community Space accident book. The First Aid box shall be readily available to all users of the premises. It is located in the kitchen.

11. Drunk and disorderly behaviour and supply of illegal drugs

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.

12. Children, Young People & vulnerable adults.

Hirers shall comply with the children & vulnerable adult policy and shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989.

13. Fly posting

The Hirer shall not carry out or permit fly posting.

14. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws.

15. Cancellation

If the hirer wishes to cancel a booking, he/she may do so without incurring any cost as long as notice is given to the company of at least 7 days. If 7 days notice is not given, the hirer shall be liable for the full cost of the hire, except in the case of force majeure. In the event of the company cancelling the booking, all fees shall be refunded to the hirer.

16. End of hire

All use of Bankside Community Space 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 a member of company staff. All users shall also leave the premises and surrounds in a clean and tidy condition, as may be directed by the administrative officer.

All events MUST END at 10pm. In exceptional circumstances this may be extended by application to the company.

17. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly at night. Hirers and organisers of events at Bankside Community Space 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 to the occupiers of nearby houses and property.

Users will be made aware of the dual use nature of Bankside Community Space and the potential for a lack of total privacy due to office space above and shared kitchen and toilet facilities. Furthermore, users will exercise due care not to disturb office users with undue noise or disturbance

18. Bankside Community Space is a **non smoking** environment.

19. Hirers must observe the parking conditions that apply in the area

20. The hirer agrees not to exceed the maximum permitted number of people per room, including the organisers / performers. **50 seated or 60 standing.**

21. Except in the case of trained guide dogs for the disabled, dogs shall not be permitted on the premises.

22. Storage

The permission of the company must be obtained before goods or equipment are left or stored at Bankside Community Space. It is the responsibility of the hirer to ensure that no packages, bags or parcels etc. are left on the premises without prior permission from the company.

23. The Hirer agrees with Bankside Community Space to be present (by its authorised representative,) during the hiring and to comply fully with this Hire Agreement.
24. THE MANAGEMENT RESERVES THE RIGHT TO ENTER THE BUILDING AT ANY TIME.

Terms of Hire

1. If requested by the company, THE HIRER shall pay as deposit half the cost of their hire. Such deposit shall be refundable to the hirer after the hire period is finished and if the company deems the space to have been left in a state equivalent to the state in which the hirer found it.
2. THE HIRER shall pay the balance of fees due, as detailed on his/her invoice, before the commencement of the hire. If the hirer wishes to cancel the booking, he/she may do so without incurring any cost as long as notice is given to the company of at least 7 days. If 7 days notice is not given, the hirer shall be liable for the full cost of the hire. In the event of the company cancelling the booking due to force majeure or when the premises are required for use as a polling station or are rendered unfit for the intended use, all fees shall be refunded to the hirer.
3. THE HIRER shall ensure that the general rules governing the use of Bankside Community Space, as supplied to him or her, are complied with.
4. THE HIRER shall, on making the booking, inform the administrative officer of his/her requirements as to the provision of refreshments, and shall be responsible for any extra charges thereby incurred.
5. THE HIRER shall, during the period of hiring, be responsible for supervision of the premises, protection of the fabric and contents, safety from damage however slight, or change of any sort, and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.
6. THE HIRER shall be responsible for obtaining any licences necessary in connection with the booking, other than these already held by the company.
7. THE HIRER shall be responsible for making arrangements to insure against any third party claims, which may lie against his/her organisation while using Bankside Community Space. (The company is insured against any claims arising out of its own negligence.)
8. THE HIRER shall be responsible for the observance of all regulations appertaining to the premises stipulated by the Licensing Justices, the Fire Authority in accordance with rule 6, the local authority or otherwise.
9. THE HIRER shall not sub-let or use the premises for any unlawful purpose or in any unlawful way nor do anything or bring on to the premises anything, which may endanger the premises, their users, or any insurance policies relating thereto.
10. THE HIRER shall indemnify the company for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the building during or as a result of the booking.