



# Wigglesworth Community Centre Hiring Agreement

## 1. The Agreement

This Agreement is made on ..... between WIGGLESWORTH COMMUNITY CENTRE AT CLARK'S OLD SCHOOL MANAGEMENT COMMITTEE ("the Committee") whose Authorised Representative is named in 1.1 (b) and the person or organisation named in 1.2 ("the Hirer").

### AGREED as follows:

In consideration of the hire fee set out below in clause 1.3, the Committee agrees to permit the Hirer to use Wigglesworth Community Centre at Clark's Old School("the Premises") for the purpose described in clause 1.4 for the period(s) and date(s) described in clause 1.5. The details inserted in sub-clauses 1.1 to 1.5 below and the answers to the questions in sub-clauses 1.6 and 2.1 and 2.2 are terms of this agreement. This Hiring Agreement includes compliance with the appended Standard Conditions of Hire and the accompanying Wigglesworth Community Centre Hirers Manual ("Hirers Manual").

### 1.1 Wigglesworth Community Centre Management Committee

(a) Registered Charity Number	529482
(b) Authorised Representative	
Address	
Contact Telephone Numbers	

### 1.2 Hirer:

(a) Name	
(b) Organisation	
(c) Name of Organisation's Authorised Representative	
Address	
Contact Telephone Numbers	

### 1.3 Booking Fees and Deposits

**N.B.** The Committee reserves the right to request a cash deposit of at least 25% of the hiring fee to be paid at the time of the agreement to secure the booking, the balance being payable on or before the conclusion of the event for which the Premises are hired. The Committee also reserves the right to request a Special Cash Deposit of a maximum of £100. The Special Cash Deposit will be refunded within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the Premises and/or its contents or complaints made to the Committee about noise or other disturbance as a result of the hiring.

Hire Fee	£
Deposit	£
Balance	£
Special Cash Deposit	£
Balance	£



# Wigglesworth Community Centre Hiring Agreement

## 1.4 Purpose/description of hiring

## 1.5 Period of Hire and relevant date(s)

Please state whether this will be a public or private event.

## 1.6 Is food to be provided at the event? - N.B. If 'yes' see page 6 section 9

Yes/No

## 2. Licensed Activities.

### 2.1 Alcohol and Licensed Activities – Licensing Act 2003

Activities which require a Temporary Events Notice*	Tick activities to take place at the event
a The sale or supply of alcohol	
b. The exhibition of films	
c. The performance of plays	
d. The provision of hot food/drink after 11pm	

**\*It is a legal requirement that the Licensing Authority, Craven District Council, is given a Temporary Events Notice (TEN) if any of the above activities are to take place at the event.**

The Hirer must first seek written permission from the Committee's Authorised Representative to apply to the licensing authority for a Temporary Events Notice (TEN). A form is provided for this purpose. Once permission has been granted, the Hirer must submit the completed TEN application to the council **at least 10 working days** in advance of the event. Failure to comply with this procedure will result in cancellation of the hiring agreement without compensation. N.B. By law, only 12 TENs can be authorised to any premises each calendar year.

### 2.2 Premises License and Performing Rights Society License

Wigglesworth Community Centre has a Premises License authorising the following regulated entertainment and licensed activities from **10.00 to midnight weekdays**, from **10.00 to 23.45 Saturdays**, from **12.00 to 22.30 Sundays**, and from **10.30 on New Year's Eve to 00.30 on New Years day**.

Activities authorised by the Premises License	Indicate activities to take place at the event:
a. Indoor sporting events	
b. The performance of live music	
c. The playing of recorded music	
d. The performance of dance	
e. Entertainments similar to those in e to h inclusive	
f. Making music	
g. Dancing	
h. Entertainment similar to those in a and g	
<b>Activities authorised by the Performing Rights Society</b>	
i. Performance of copyright music.	



# Wigglesworth Community Centre Hiring Agreement

## 2.2.1 Capacity

Wigglesworth Community Centre is licensed to hold 110 people. The Hirer hereby agrees not to exceed this number.

## 2.2.2 Compliance

Where a licensed activity will take place, the Hirer hereby acknowledges receipt of a copy of and agrees to comply with the conditions of the Premises License and Hirers Manual for the Premises in accordance with which the hiring must be undertaken.

## 3. Attendance

The Hirer agrees to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

## 4. Additional conditions

It is hereby agreed that the appended Standard Conditions of Hire together with any other additional conditions imposed under the Premises License and Hirers Manual or that the Committee deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Committee and the Hirer.

## 5. Third party Rights

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

## 6. Right of Refusal

The Committee reserves the right to refuse any application for hire.

Signed for the Committee by the Committee's Authorised Representative

Sign, print and date

Signed by the Hirer

Sign, print and date



# Wigglesworth Community Centre Hiring Agreement

## Appended Standard Conditions of Hire

These Standard Conditions of Hire apply to all hiring of the premises known as Wigglesworth Community Centre at Clark's Old School ("the Premises"). Any queries should be directed to the Authorised Representative of Wigglesworth Community Centre Management Committee ("the Committee") before signing the hire agreement.

### 1. Age

The Hirer, **not being a person under 21 years of age**, hereby accepts responsibility for 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 management and supervision of the Premises are met.

### 2. Supervision

The Hirer shall, during the period of the hiring, be responsible for: adequate supervision of the Premises, its fabric and contents; its care, 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 prevent obstruction of the highway and access/egress to and from the car park serving the Wigglesworth Community Centre. As directed by the Committee 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.

### 3. Use of Wigglesworth Community Centre and car park

The Hirer shall not use the Premises or car park for any purpose other than that described in the Hiring Agreement and shall not sub-hire or allow the Premises or car park to be used for any unlawful purpose.

### 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. Licensed activities

Wigglesworth Community Centre at Clark's Old School holds a Premises License and can facilitate applications for a Temporary Event license. The Centre **does not hold** a Performing Rights Society License which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, and television or by performers in person. If other Licenses are required in respect of any activity on the Premises the Hirer should ensure that they hold the relevant License. No alcohol must be consumed outside the premises at any time. Hirers must minimise noise nuisance to properties adjacent to and local to the centre

### 6. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Local Authority, the Licensing Authority, Wigglesworth Community Centre's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided, or which is attended by children. The Hirer shall also comply with Wigglesworth Community Centre's Health and Safety Guidance. The Hirer acknowledges receipt of instruction in the following matters:

- Action to be taken in event of fire – including calling the Fire Brigade and evacuating the hall.
- Location and use of fire equipment – including receipt of a diagram of location.
- Location of escape routes and the need for them to be kept clear – see **7. Means of Escape**.
- Method of operation of escape door fastenings.
- Location of fire doors and appreciation of the importance of closing them at the time of a fire.
- Fire doors must not be wedged open.
- In advance of the commencement of the event the Hirer shall check that all escape routes are free of obstruction and can be safely used.
- Exit signs must remain illuminated at all times. – see **7. Means of Escape**.
- No obvious fire hazards are allowed on the premises.



# Wigglesworth Community Centre Hiring Agreement

- All attendees must be informed of the fire drill and exit points prior to commencement of the event.

## 7. Means of escape

- (a) All means of exit from the Premises must be kept free from obstruction at all times.
- (b) The lighting supply illuminating all exit signs must be turned on during the whole of the time the Premises are occupied.

## 8. Outbreaks of fire

The Hirer shall ensure that the Premises are fully evacuated and Fire Brigade is called to any outbreak of fire, however slight and the Committee's representative is informed.

## 9. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. The Premises are provided with a refrigerator and dishwasher.

## 10. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought onto the Premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the current electrical regulations. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety.

## 11. Insurance and indemnity

- (a) The Hirer shall be liable for:
  - (i) The full 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 the Committee, its employees, volunteers, 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 by the Hirer.
  - (iii) All claims, losses, damages and costs made against or incurred by the Committee, its employees, volunteers, agents or invitees as a result of any nuisance caused to a third party 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 Committee and its employees, volunteers, agents and invitees against such liabilities.

## 12. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the Committee's Authorised Representative as soon as possible and complete the relevant section in the Wigglesworth Community Centre's accident book. Any failure of equipment belonging on the Premises or brought in by the Hirer must also be reported as soon as possible.

## 13. Explosives and flammable substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the Premises and
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

## 14. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the Premises.



# Wigglesworth Community Centre Hiring Agreement

## 15. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure drunk and disorderly behaviour does not occur on the Premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. No illegal drugs may be brought onto the Premises or its immediate vicinity.

## 16. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Premises and no animals whatsoever are to enter the kitchen at any time.

## 17. Children Act

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the current Children Act and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Committee reserves the right to request the Hirer to provide a copy of their CRB check and Child Protection Policy.

## 18. 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 Premises and shall indemnify and keep indemnified each member of the Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

## 19. 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.

## 20. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licenses for film.

## 21. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Committee is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Committee. The Committee reserves the right to cancel this hiring by written 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) The Committee 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.

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

## 22. End 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 the Committee shall be at liberty to make an additional charge.



# Wigglesworth Community Centre Hiring Agreement

## 23. Waste Disposal

The Hirer shall use the appropriately labelled bins in kitchen during period of hire. On completion of hire period all waste, including any waste in the kitchen bins, is to be taken away by the hirer.

## 24. Noise

The Hirer shall ensure that noise is kept to a reasonable level at all times. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the Premises and comply with any other licensing condition for the Premises.

## 25. Stored equipment

The Committee accepts no responsibility for any stored equipment or other property brought on to or left on the Premises, and all liability for loss or damage is hereby excluded. All equipment and other property must be removed at the end of each hiring or hiring fees will be charged for each day or part of a day at the rate of hire fee per hiring until the same is removed. Failure by the Hirer to dispose of any property brought on to the Premises for the purposes of the hiring may result in the Committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charging the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

## 26. No decorations, alterations or additions

No decorations, alterations or additions may be made to the Premises nor may any fixtures be installed or placards or other articles be attached in any way to any part of the Premises without the prior written approval of Committee's Authorised Representative. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Committee remain on the Premises at the end of the hiring. It will become the property of the Committee unless removed by the Hirer who must make good to the satisfaction of the Committee or, if any damage caused to the Premises by such removal. Display stands and boards are available on request.

## 27. No conferred rights

The Hiring Agreement only constitutes permission to use the Premises as detailed in the agreement and confers no tenancy or other right of occupation on the Hirer.

## 28. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

## 29. Smoking

The Hirer shall, and 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 there under. Any person who breaches this provision shall be asked to leave the Premises.

## 30. Costs of hire: see Page 8



# Wigglesworth Community Centre Hiring Agreement

## Community Centre Hire Charges

NB: Bookings can be made for a morning, an afternoon (or part thereof) or the whole day and evening. These parts of the day and evening are referred to below as 'sessions'.

Room type	Proposed charge	Comments
Old-school rooms [x2]	£15.00 per session	This price would include use of the kitchen facilities for making tea and coffee.  If the kitchen facilities are required for preparation of meals then £10.00 per booking will be added to cover energy costs.
New annexe [Main Hall]	£20.00 per session	As above
The whole community centre	£30.00 per session	As above
The whole community centre	£70.00 for the whole day and evening	As above
<b>Notes:</b>		
Contacts:		
Anne Clarke	01729 840794	
Sue Shepherd	01729 840620	
For events where the whole centre is requested then a 50% deposit will normally be required one month in advance.		
Where organisations make regular bookings then a discount of 33% may be applied.		