

Teams Life Centre Lettings Agreement

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CONDITIONS OF USE

1 Premises

Teams Life Centre (The Centre) premises are provided essentially for the use of the community; the premises must not be let in such a manner as to prejudice The Centre's purpose and / or reputation.

The Centre has agreed that the premises may be used subject to the following: -

- Apparatus, furniture or equipment belonging to The Centre shall only be used for their proper purposes. In addition, equipment should only be used with the express, prior consent of The Centre and permission to use any equipment should not be assumed.
- All mains powered electrical equipment brought onto the premises must be safe, PAT tested annually and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.
- The hiring body shall be responsible during the function for which the premises are hired for ensuring:
 - i. all safety requirements and recommendations of any licensing authority are complied with
 - ii. any limitation on the number of persons admitted imposed by any licensing authority or The Centre are complied with
 - iii. suitably qualified persons are employed to be responsible for the conduct of the proposed activity, the supervision of the premises and the conduct of those attending so as to avoid personal danger and damage to the premises.
- The Hirer must be advised that they cannot rely on The Centre's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by The Centre.
- The Centre requires any third party providers offering community facilities or services through The Centre's premises, or using any facilities, to have their own complaints procedure in place.

2 Smoking

No smoking is allowed anywhere on the premises in line with current legislation, in addition, smoking is only permitted in designated smoking areas on the outside of the premises.

3 Deposit

The Centre has the right to request a deposit which is **non-returnable** if the letting agreement has been breached. The Centre has the right to withhold the deposit if less than 24 hours cancellation notice is given.

4 Hiring Body

The hiring body shall be responsible for reimbursing the full cost of any damage occasioned by users to premises, furniture, apparatus and equipment and will be required to indemnify The Centre against any liability at law in respect of any accident involving death or bodily injury to any person or damage to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to negligence/default of The Centre, its Staff or its Agents.

The hiring body shall adhere to times agreed. Any use of The Centre additional to the agreed times will be charged at the agreed hourly rate or part thereof.

4.1 Parking

The parking of vehicles on The Centre's property shall be permitted in approved areas only on condition that persons do so at their own risk and The Centre do not accept any responsibility for loss, damage or theft howsoever caused. Persons must also agree to accept responsibility for any damage to The Centre's property or injury to any person or personal property whether connected to the establishment or not, caused by such vehicles or their presence on The Centre's premises.

4.2 Other Conditions

The hiring body shall comply with such additional conditions as The Centre may require in writing, to be observed for a particular letting.

4.3 Capacity

The numbers of people attending at any one time must not exceed the numbers indicated on the booking form and agreed with The Centre. Failure to comply with this condition will result in the immediate termination of the letting without refund.

4.4 Fire Evacuation

The hirer must make her/himself aware of the fire evacuation procedures relating to the area hired and must ensure that all fire exits are kept clear during the letting.

4.5 Health and Safety

The hirer must make her/himself aware of The Centre's Health and Safety Policy (a copy of which is available upon request) and must not interfere with or misuse anything which is provided in the interests of health, safety or welfare.

4.6 Legislative Compliance

Where the activity being undertaken by the hirer requires specific legislative and / or governance to be adhered to (e.g. CRB checks for staff dealing with young children), it is the responsibility of the hirer to ensure all such requirements are met. Signing this agreement is an acceptance by the hirer of their obligation to meet these requirements, The Centre does not accept any responsibility for these obligations.

4.7 Code of Conduct

The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environs of The Centre, and that the premises are left in a clean and tidy condition. The Hirer's attention is drawn to the fact that The Centre is located in a busy residential area so noise should be kept to a minimum.

4.8 Insurance

The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised.

4.9 Additional Charges

The Centre reserves the right to levy additional charges where appropriate for items such as: -

- any additional cleaning that may be required after an event
- any security cover required to support any event
- the cost of repair of damage to The Centre fabric or equipment
- the cost of replacement of any items of Centre equipment if uneconomical to repair

Note: if the details of these charges are known in advance they will be included in the Additional Charges section of this agreement. If, however, unforeseen charges are required to support damage, cleaning, etc. as a direct consequence of the hirers event, The Centre reserves the right to levy additional charges not specified in this agreement.

4.10 Telephone Use

For security reasons, the Hirer will not have access to The Centre telephone. Hirers should use a mobile telephone for use in an emergency.

4.11 Alcoholic Drinks

Express approval by The Centre is required if alcoholic drinks are to be consumed on the premises.

4.12 Animals

Animals, other than Guide Dogs, are not permitted anywhere on The Centre premises. This is purely on grounds of hygiene.

4.13 Combustible Materials and Equipment

No combustible materials or equipment are to be used within The Centre, except with the express approval of The Centre.

4.14 In the event of an incident, fire or near miss

The Centre must ensure that appropriate Incident Report forms are made available to the Hirer, who in turn, must ensure one is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will be required.

If the Hirer has produced a risk assessment, then the hirer is responsible for undertaking the review and informing The Centre of any findings that may be relevant. The Centre is **NOT** responsible for undertaking risk assessments for Hirer's activity(ies).

4.15 In the event of fire

The Hirer will call the Fire Service (if centre staff are not present and supporting the activity). All users will evacuate the building via the nearest fire exit and muster at the designated point. Users must not re-enter the building until the 'all clear' has been given. The Fire Service will give this. Fires must be reported using the appropriate report form.

4.16 Licences

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify The Centre against any action brought about by failure to obtain the necessary licence(s). The following categories of letting may require a licence:

- Theatre licence
- Copyright/Royalty licence
- Cinematography licence
- Alcohol
- Music, Singing and Dancing

4.17 Insurances

The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any school equipment.

- i. The Hirer shall indemnify The Centre when signing the application form against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to The Centre or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.
- ii. The effect of i) is that the Hirer will be liable to indemnify The Centre for any damage which is caused when the premises are being used for a function for which they are let. However, it is only

operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission.

5 Termination

5.1 Notice

Either party may terminate the agreement upon providing no less than 30 days written notice to the other party such notice being deemed effective the same day if sent by e-mail and received by the other party by 4 pm on that day or if given by post the second working day after posting.

5.2 Conflict

If during the course of the Agreement The Centre feel that the Hirer is using the premises in such a way as to conflict with or prejudice The Centre's purposes or vision it may terminate the agreement by providing the Hirer with one week's written notice.

6 APPLICATION FOR LETTING

I confirm that I have read the Letting Policy and wish to make application for the use of facilities at your centre for the following purpose:

6.1 DETAILS OF LETTING

DATE: ____/____/____		START TIME: ____:____ AM / PM	DURATION: ____ hours
Details of Use:			
FACILITIES REQUIRED			
1.	4.	7.	
2.	5.	8.	
3.	6.	9.	
Number Attending:		Agreed Hire Cost:	£
AGREED ADDITIONAL COSTS			
#	Details	Cost	
1		£	
2		£	
3		£	
4		£	
5		£	
6		£	
TOTAL COST:			£
Additional Notes:			

I agree to abide by the Conditions of Use specified in the attached documentation.

I can confirm that I have provided details of all required insurances, legislative documents / checks and licensing to cover the activity(ies) to be undertaken during the period of hire.

<u>The Hirer</u>		<u>Teams Life Centre</u>	
Signed:		Signed:	
Printed:		Printed:	
Dated:		Dated:	
Position:		Position:	

Hirer Address:

.....

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Hirer Telephone Number:

Hirer Mobile Number:

Hirer Email: