

Bryher Community Centre Hire Terms and Conditions

General

1. Bryher Community Centre ("the Centre") is run by The Bryher Community Centre Association (BCCA), a Charitable Incorporated Organisation, Registration Number 1131466 ("the BCCA", "we" or "us") as a non-profit-making facility for the benefit of the people and community of Bryher. The Centre facilities include the Main Hall, the Gym, the Snooker Room, the Kitchen, Doctors Surgery, Toilet facilities and a small storage area in the entrance lobby.
2. By booking or using any part of the Centre for any sport or activity, either individually or on behalf of a group, club, school or any society, you are agreeing to these terms and conditions. They are available on our website here: [BRYHER COMMUNITY CENTRE – Bryher, Isles of Scilly \(bryher-islesofscilly.co.uk\)](http://bryher-islesofscilly.co.uk) or can be requested via email from the Booking Secretary via bryhercommunitycentre@outlook.com. We may amend these terms and conditions from time to time.
3. **Hours of opening.** The Centre's opening hours are displayed on the website and on notices in the Centre.
4. Cancellation of a booking by the Hirer must be made in writing directly to the Bookings Secretary. The cancellation will be effective from the moment it is received. Please note persistent cancellation by any one group or individual may give rise to an administration charge.
5. The Committee reserves the right to cancel a hiring by written notice at the earliest opportunity to the Hirer in the event of any of the following:
 - The Community Centre being requisitioned by local or national government e.g. for an election polling station.
 - The Community Centre being required as an emergency shelter.
 - The Community Centre being rendered unusable or unsuitable for the purpose intended by The Hirer.

Full reimbursement of any monies already paid by the Hirer will be made in these cases. We will not be liable for any other expenditure or loss caused by a cancellation.

6. The Hirer agrees to produce information regarding appropriate Licences, Insurance and Risk Assessments upon booking as is deemed necessary by the Bookings Secretary.
7. The hirer will complete their own Risk Assessment. The BCCA Risk Assessment and Fire Risk assessment are available via Bryher Community Centre web pages [BRYHER COMMUNITY CENTRE – Bryher, Isles of Scilly \(bryher-islesofscilly.co.uk\)](http://bryher-islesofscilly.co.uk)
8. No alterations or additions may be made to the premises, nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of a BCCA Representative. The Hirer must remove all such articles at the end of the hiring unless otherwise agree with BCCA. Any unauthorised articles left on the premises will be disposed of by the BCCA as it thinks fit. The Hirer will make good to the satisfaction of the BCCA any damage caused by such installation and removal.
9. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

Bookings

10. **Your Liabilities.** The person or organisation representative who makes a booking to use the Centre's facilities is liable for any damage caused to equipment or to the Centre itself, both internally and externally. This excludes fair wear and tear. Any loss or damage to fixtures, fittings or Centre property must be reported to the Booking Secretary immediately.
11. The Hirer, not being a person under 18 years of age, hereby accepts responsibility for overseeing 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.
12. The Hirer shall, being the person of the hiring, be responsible for:
 - Supervision of the premises and the contents.
 - Their care, safety from damage, however slight, or change of any sort; and
 - The behaviour and safety of all persons using the premises whatever their capacity.
13. As directed by BCCA, 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.
14. The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement. They shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies.
15. 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.
16. All equipment must be returned to its rightful place and the facility left clean and tidy when the hiring time has concluded.
17. When Hiring the PA or any part of the PA system the Hirer must record the items used during the hire period and other details in the PA system logbook which is stored with the PA system. If there is an incident where the PA is damaged or elements are lost this must also be recorded in the PA logbook and reported to the Booking Secretary.
18. When hiring the kitchen the Hirer must sign in and out each day using the kitchen visitor log book in the kitchen, and if any issues or breakages these must also be recorded and reported to the Bookings Secretary prior to the end of the hire period.
19. Setting up and tidying away is included within the hired time and setting up and tidying away is the responsibility of the hirer.
20. **Accidents and Incidents.** If you or any of the people in your group have an accident or incident, you must report it to the Bookings Secretary as soon as possible so that we can record it and act if needed. For accidents in the kitchen please record the incident in the visitor book in the kitchen as well as reporting it to the Bookings Secretary.
21. **Consideration for other users and residents.** Please leave the booked areas clean and tidy. When using any facilities, and when leaving the Centre, please keep noise levels to a minimum.
22. The Hirer is responsible for all their possessions while using the Centre. BCCA does not accept any liability for any loss or damage to the Hirers possessions including any stored equipment or other property brought to or left at the premises, all liability for loss or damage is hereby excluded.
23. The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989 and any subsequent legislation.

Payment

24. A booking will be considered confirmed upon receipt of the signed Hire Agreement and the supply of any further required documentation.
25. Settlement of the booking fees must be made no later than the date on the invoice. Any late payments will be subject to a 5% charge.
26. Any extra time subsequently requested or used will be invoiced at the hourly rate after the event.
27. BCCA undertakes an annual review of the fees so bookings that are confirmed more than a year in advance of the event may be subject to changes in prices should any apply.

Licenses and insurance

28. The Hirer will ensure that the required licenses and public liability insurance are in place prior to the hire date.
29. Where the hirer is using the kitchen in a professional catering instance the Hirer must be registered with the Council of the Isles of Scilly and have a food management system in place i.e. Safer Food Better Business booklet or similar. Evidence of this must be provided to the Booking Secretary prior to confirmation of the booking.
30. The BCCA holds a **PRS** licence (Performing Rights Society – which pays the people who own the music) – this is tied to the Community Centre building and covers all users of the building.

A **PPL** licence (Public Performance Licence/Phonographic Performance Limited – which pays the people who perform the music) is tied to the user. The BCCA holds a PPL licence for its own use (eg for our own fund raising events); however this licence **does not** cover any Hirer of Bryher Community Centre. For commercial hire, where the Hirer charges for their class or event, and use recorded or live music, the Hirer will be responsible for obtaining their own PPL licence. Consult 'The Music Licence' website (www.pplprs.co.uk) to find the PPL tariff relating to your activity.

The formal PPL wording for the PPL licence (PPLPP116) which the BCCA holds excludes “any third party hire to commercial organisations and individuals earning an income from providing the activity such as aerobics classes, practice and social dance classes / session or any event where the profit does not go entirely to the voluntary organization...”

31. If other licences are required in respect of any activity in the premises, the Hirer should ensure that they hold the relevant licence or that BCCA holds it.
32. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, BCCA's Risk Assessment and 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.

Fire

33. The Hirer acknowledges that they have read the BCCA Fire Risk Assessment and received instruction in the following matters:

The action to be taken in event of fire. This includes call the Fire Service and evacuating the hall.

The location and use of fire equipment (including diagram of location when handing over keys)

- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- In advance of an entertainment or play the Hirer shall check the following items:
 - That all fire exits are unlocked and panic bolts in good working order
 - That all escape routes are free of obstruction and can be safely used
 - That any fire doors are not wedged open
 - That exit signs are illuminated
 - That there is no obvious fire hazard on the premises
- The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Bryher Community Centre Bookings Secretary.

34. Photography and filming. Photography and film can be taken only with the consent of those persons present.
35. Parking. There is limited parking outside the centre, and the space available is not designated parking. Parking in these spaces is at your own risk, and we cannot accept liability for any loss or damage to your car or possessions inside it.
36. Wi-Fi is available for your use at the Centre. Please ask for further information. We do not accept liability for any loss or damage that you may incur whilst using the Centre Wi-Fi system, or for illegal downloads or other misuse.
37. Food and drink. The Hirer shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. Dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Safety (Temperature Control) Regulations 1995. The premises are provided with a refrigerator and thermometer. All foods containing allergens must be labelled appropriately and/ or their contents communicated appropriately.
38. Alcohol and drugs. We may ask anyone who appears to have been drinking excessively to leave the Centre. This also applies to anyone who appears to be under the influence of drugs or other illicit substances.
39. Bad behaviour. Aggressive, violent, or other unacceptable behaviour towards our staff and other users of the Centre will not be tolerated, and instigators will be barred from using the Centre. This applies to the whole Centre, including outside areas such as the playground.
40. The Centre is private property, and the BCCA Committee members have the authority, while exercising their reasonable discretion, to require anyone to leave the Centre immediately.

Declaration

I have read and understood the above Hire Terms and Conditions and agree to comply with these fully. I understand that I am fully responsible for the conduct of all persons attending Bryher Community Centre in connection with the event I have hired it for.

Event Name

Signed (Hirer)

Date

Signed (Bryher Community Centre)

Date