

**General.**

The standard conditions apply to all hiring of The Roger Morris Centre's premises. If the hirer is in any doubt as to the meaning of the following then they should contact the Centre Management immediately

Terms Used in this document For the purposes of this agreement:

(a) The term "The Hirer" means an individual hirer or, where the hirer is an organisation, a named authorised representative acting on behalf of that organisation.

(b) The term "The centre management" or "Association" means the elected Management Committee (Trustees) of The Roger Morris Centre.

(c) The terms "The Premises", "community centre" and "Hall" means The Roger Morris Centre, Eastrop way, Basingstoke, Hampshire, RG21 4QE.

British Law will govern this agreement between you (the Hirer) and us (the Centre Management).

If any provision of this agreement is found to be invalid or unenforceable by a Court of Law, it will be severed and will not affect the remainder of the agreement that will continue in full force and effect.

**Responsibilities of the Hirer**

It is the Hirer's responsibility to read through this agreement and understand the Terms and Conditions of Hire. If the Hirer is in any doubt as to the meaning of any of the following conditions, the centre management should be contacted immediately for clarification.

One-off Hall Booking Contact: Debbie Soto

Telephone: 01256 410605.

Regular Hirers Booking Contact Fay Chatten-Smith

Telephone: 01256 410605.

Email: [bookings@therogermorriscentre.org.uk](mailto:bookings@therogermorriscentre.org.uk)

By signing a booking agreement, the Hirer states that they fully understand all of the conditions laid out in this agreement and agrees to comply with all of these conditions.

**The Centre Management rights.**

1. The Centre Management reserves the right to refuse bookings.

2. The Centre Management reserves the right to cancel a booking by giving notice in writing to the hirer at any time and shall return to the hirer any monies paid, but shall not be liable for any loss sustained as a result of the cancellation.

3. In the event of any breakdown, leakage or accident whatsoever or of resulting repairs or renewal needing to close the Centre, or any interruption of any booking either before or during the booking the Centre Management and any people acting under their directions shall not be held responsible by the hirer for any monies lost.

4. The Centre Management will not accept liability for any loss, damage or injury how so ever and by who so ever caused, whether to property or people, sustained by anyone on the premises

5. No organisation booking the facilities may grant broadcast or filming rights without prior consent of the Centre Management.

6. During a Hire the Centre Management reserves the right to enter the community centre at any time, and to use any of the facilities including any rooms [not h hired], and if the Hirer is found to be using the Hall for any purpose other than that stated on the Hiring Agreement shall be entitled to ask the Hirer to leave with no refund of monies already paid.

### ***Responsibilities of the Hirer.***

7. Rooms must not be used for any purpose other than that stated in the Hirer's application.

8. The Hirer must ensure that the maximum number of people on the premises does not exceed 100 and that they leave on time. The centre management reserves the right to shut the Hall if attendance is found to exceed capacity

9. At the end of the booking, the Hirer must make sure that all their property is removed and the area left in good order. Any tables and chairs used must be wiped clean and returned to their original place. Hirers are responsible for leaving rooms in a clean and tidy condition;

Kitchen equipment must be washed and placed back from where it came.

All rubbish resulting from the hire must be taken away from the centre and disposed of properly by the Hirer.

Furniture must not be taken outside the building or moved from one room to another without prior permission.

All spillages must be removed immediately. The Hall must be swept, and mopped after each hire. Hirers must allow for their preparation and clearing up within the period of hire. All surfaces, sinks and crockery should be cleaned with a sanitizer. This is detergent + disinfectant. In accordance with the Food Safety Act. Antibac washing up liquid is supplied

10. Loss or damage to equipment, fixtures and fittings must be reported as soon as possible, Hirers must accept financial responsibility for any such loss

or damage. Drawing Pins, Sellotape, Blu-tac etc., must not be used to fix items to walls.

11. Equipment and appliances brought onto the premises by Hirers' (e.g.: kitchen and disco equipment) must meet current Health & Safety legislation. The electricity supply in the centre is protected by a residual circuit breaker and, in the interests of public safety, the Hirer must only use

the sockets provided. No unauthorised heating appliances shall be used on the Premises without the prior consent of the centre management.

12. Highly flammable substances must not be brought into, or used in any part, of the Premises. No special effects may be used on the premises i.e.: pyrotechnics, strobe, lasers, smoke, real flame or firearms.

13. The Hirer must ensure that no animals (including birds), with the exception of assistance dogs, are brought into the community centre, other than for a special event agreed to by the Centre Management. No animals whatsoever are to enter the kitchen at any time.

14. Any additional equipment required other than that provided by the centre Management is the responsibility of the hirer; such equipment must not be left on the premises without prior consent. In the event that property or rubbish is left the Centre Management reserves the right to make reasonable charges for its removal.

15. Vehicles are left at the owners' risk. The obstruction of other vehicles, pathways or gates is not permitted.

### ***Supervision.***

16. Hirers using the facility are required to ensure that inconvenience to our neighbours or other centre users is kept to a minimum, The Centre Management reserves the right to reduce noise levels. Failure to do so will result in loss of the Damage deposit.

17. The RogerMorris Centre operates a "No Smoking" policy. The national "no smoking" policy requires smokers to use the cigarette bin provided if smokers wish to

smoke outside. The cigarette bin must be returned CLEAN to the cupboard at the end of a Hire.

18. All internal doors must be closed securely and all lights turned off on leaving the building. Ensure all Fire Doors and Exits are kept clear at all times.

19. Fire Prevention Act: The Hirer, or a responsible person nominated by him/her (and over 21 years of age) must be in charge of and present in the premises at all times, when members of the public (the Hirer's guests) are present (please see appendix 1). The Hirer must ensure they are familiar with those instructions in the case of fire.

20. The Hirer must comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, and the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

21. The Hirer must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

22. The Hirer must ensure that any activities exclusively for Vulnerable People comply with various Government Acts.

23. Ball games in the car park are dangerous - it is not allowed

24. Children under 12 are not allowed in the kitchen. Children are not allowed in any part of the building without a supervising adult

### ***Licences***

25. The Hall is covered by a Premises Licence.

26. The Hirer is responsible for obtaining any licences that may be needed for events or for the sale or supply of alcohol, from the Performing Rights Society, from Phonographic Performance Ltd or otherwise and for the observance of the same.

27. The selling of alcohol is not permitted on the premises without prior permission / authorization being given by the Centre Management. The 2003 Licensing Act requires that all temporary events wanting to sell alcohol must be sanctioned by the Police and Local Authority Licensing Unit. A Temporary Events Notice must be submitted to them and agreed, allowing 10 working days' notice before the event, it is the hirers responsibility to arrange this at their cost [£21.50 ], please visit: <https://www.gov.uk/apply-for-a-licence/temporary-event-notice/basingstoke-and-deane/apply-1>

28. Gambling for profit is strictly forbidden on these premises.

29. The subletting of rooms is strictly forbidden.

### ***Indemnity.***

30. The Community Centre insurances do not cover hirers` own individual activities; groups/people using the Hall do so at their own risk. Organised groups using the centre are expected to arrange their own insurance cover; evidence of this fact may be asked for by the centre management.

The Roger Morris Centre is insured against

any claims arising out of its own negligence.31. Stored Equipment

The centre management accepts no responsibility for any stored equipment or other property onto or left at the premises and all liability for loss or damage is excluded. All equipment and other property (except stored equipment) must be removed from the premises at the end of the hire or a fee may be charged.

### ***Accidents and Dangerous Occurrences.***

31. The Hirer must report all accidents involving injury to the public to a member of the Centre Management as soon as possible, and fill in an accident report form located next to the first aid box in the kitchen. Any failure of equipment, either that belonging to The Roger Morris Centre or brought in by the Hirer, must also be reported as soon as possible.

32. Any Health and safety related risks identified while hiring must be reported in the day book.

### ***Payment.***

33. From the initial day of booking, The Roger Morris Centre will reserve the facilities normally for a period of 14 days and issue a 'Booking Form'.

The Hirer must pay a Deposit of 50% of the cost of the booking. Reservations must be confirmed by sending the necessary Hiring Deposit and completed booking Form within 14 days from the initial day

of booking. The balance must be paid at least 14 days before the Hire commences. By making payment, you will be accepting these terms and conditions.

34. The Damage Deposit (normally £100 unless waived by the Management Committee) is to be paid 14 days before the event for which the Centre is hired and will be refunded within 28 days of the end of the hire provided that no damage or loss has been caused to the Premises and/or contents during the period of the hire as a result of the hiring.

Payments must be by cash or cheque or bank transfer. Full payment must be received at least 14 days before the date of the hire.

Any event that continues beyond its allotted time by more than 15 minutes may be liable to excess charges at least equivalent to the normal booking rate. Time must be allowed for the setting out / cleaning up of rooms within the time booked.

### ***Cancellations.***

35. If the Hirer wishes to cancel the booking before the date of the event and the centre management is unable to replace the booking, the question of payment or the repayment of the fee shall be at the discretion of the centre management.

\* One off hirers:

A min of 14 days' notice required for the cancellation of any booking.

- Regular Hirers:

A min of 1 month notice required for the cancellation of any booking.

All Cancellations must be in writing and received by the centre management with in the terms as set out above.

If the Hirer wishes to cancel the booking before the date of the event and the Centre management is unable to obtain a replacement booking, the question of the payment or the repayment of the fee must be at the discretion of the centre management.

36. Any Hirer paying by cheque which is subsequently dishonoured is liable for the additional charges incurred by the Centre Management.

38. The Centre Management reserves the right to cancel a hiring in the event of the Centre being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, or if essential unexpected maintenance to the Community Centre must be undertaken. The Hirer shall be entitled to a refund of any amount already paid. The Centre Management will make every effort to give as much advance warning of any cancellations as possible and will also endeavour to schedule maintenance works outside of already booked hours.

## Emergency Procedures

The Hirer acknowledges that he/she has received instruction in the following matters:

1. The action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the building.
2. The location and use of fire fighting equipment (including diagram of location of equipment).
3. Escape routes and the need to keep them clear.
4. Method of operation of escape door fastenings.
5. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

## Emergency Precautions

In advance of the event the Hirer must check the following items:

1. That all fire exits are unlocked and panic bolts are in good working order.
2. That all escape routes are free of obstruction and can be safely used.
3. That any fire doors are not wedged open.
4. That there is no obvious fire hazards on the Premises.
5. That there are no obvious Health and safety Risks

Note that the Centre Management is not responsible for a Hirer's First Aid, so all Hirers must provide their own First Aiders, and either associated equipment or ensure they know where the Hall's First Aid box is located.

## Other Emergency Related Conditions

- The Fire Brigade must be called to any outbreak of fire, however slight, and the details must be submitted to the Centre Management.
- All means of exit from the Premises must be kept free from obstruction and immediately available for public exit.
- Please log all accidents and use of First Aid items in the Accident Book. Its location will be pointed out by a member of the Centre Management.
- Any Health and Safety related risks identified while hiring must be reported in the day book.

## 6. Smoking Policy

The national "no smoking" policy requires smokers to use the sand bucket provided if smokers wish to smoke outside. The sand bucket must be returned CLEAN to the cupboard at the end of a Hire.

## 7. Permitted Hours of Performances.

The Premises must not be used for public entertainment except between the hours of 9:00am and 11:30pm unless special permission has been issued by Basingstoke & Deane Borough Council with the completed application of a Temporary Events Notice, please visit: <https://www.gov.uk/apply-for-a-licence/temporary-event-notice/basingstoke-and-deane/apply-1>

and by the Centre Management.

In the event of an Emergency please call:

The Centre Management on 07005981721

Fire Safety.

Location of Fire Exits and Fire Equipment must be noted by the user before the Hall is occupied. You should demonstrate the operation and locations of all fire exits to your guests at the beginning of your function/letting.

In the event of a fire, the Hall must be evacuated in an orderly manner using the appropriate exits and the Fire Brigade must be called by dialling 9 9 9.

The Fire assembly point is located at the end of the car park.

Any comment or observation regarding your hire should be addressed to the Centre Management.

We wish you a successful function.