



*Leasowe Play Youth & Community Association
Registered Charity Number 702959*

1) CHARGES

- a) The Joint Management Committee is responsible for setting the hire charges for the building.
- b) The Joint Management Committee reserves the right to amend the hire charges liable at any time.
- c) The Joint Management Committee and for the Council reserve the right to refuse any application for the hiring of their premises without being required to give any reason for such refusal.
- d) Deposits are charged at the discretion of the Joint Management Committee. When a booking is made, Hirers will be told what the deposits are for and if they are returnable.
- e) Unless specific alternative arrangements have been made, it is the responsibility of the Hirer to collect any returnable deposits from the centre. The Joint Management Committee is responsible for setting the time period the Hirer has to collect the returnable deposits before the specified time period has expired. The Joint Management Committee reserves the right to retain returnable deposits.

2) PAYMENTS

- a) Payment of all hire charges should be made in advance of the booking taking place.
- b) Failure to pay the hire charge in advance may mean that your booking will be cancelled. Any undue hardship regarding payment should be discussed with the staff at the centre.

3) CANCELLATIONS

- a) If a Hirer wishes to cancel a booking and reclaim any charges that have been paid, they must do so in writing, as follows:-
 - Bookings made 12 months or more in advance — 5 weeks in advance
 - Bookings made 6 months or more in advance — 4 weeks in advance
 - Booking made 3 months or more in advance — 3 weeks in advance
 - Bookings made up to 3 months in advance — 2 weeks in advance
- b) If a Hirer cancels less than 7 days before the booking is due to take place, the Joint Management Committee reserves the right to charge the Hirer in full for the booking.
- c) The Council reserves the right to close or prohibit the use of any of its facilities at its discretion. All charges paid for a booking cancelled according to this condition will be refunded, but the Council will not be liable for any other expenditure incurred or loss sustained directly or indirectly by the Hirer, arising from the cancellation.
- d) If the premises are used without consent of the Council and/or the Joint Management Committee, for any purpose apart from that for which they were hired, the Council and or Joint Management Committee may, at their discretion, terminate the hiring without repayment of the hiring fee.

4) Hirers must be over 18 years of age before a Booking can be accepted.

- a) The Hirer must be the person named on the Booking Form and shall be solely responsible for any damage to the property of the Council or the Joint Management Committee.
- b) The cost of any damages for which the Hirer is held responsible will be taken out of any deposits that have been paid. Any additional amounts required to pay for damage will be sought from the Hirer.
- c) The Council and/or the Joint Management Committee reserve the right to carry out any repairs arising out of this at the cost of the Hirer.

5) The Hirer is responsible for the proper conduct of all persons using the premises. They shall take all necessary precautions to ensure that the instructions of the management relating to the use of the centre and the conduct of users are carried out. These instructions may, from time to time, be published on the premises.

- 6) The use of any part of the Council's premises shall be way of hire only and shall be understood not to grant the Hirer any right or interest in the premises other than such temporary use as may be granted by the Council.
- 7) If required by the Council, the Hirer shall make arrangements and pay for the attendance of any special control as the Council may require for the regulation of proceedings and the maintenance of order.
- 8) The Council shall not be liable for any loss, damage or injury arising in any way out of the use of the premises, except the extent to which such loss, damage or injury is due to negligence of the Council, its servants, or agents, and the Hirer shall fully indemnify the Council from and against all actions, claims and demands whatsoever in respect thereof. The Council strongly recommends that the hirer should take out Public Liability Insurance Cover with a limit of at least £2m to provide protection against claims for injury or damage to property arising from the event.
- 9) The Hirer shall be responsible for ensuring that no breach of any copyright shall occur and shall pay any fee in respect of copyright to the owner, or the Performing Rights Society Limited, or the Phonograph Performance Limited, which may be necessary apart from such fee as may already have been paid by the Council.
- 10) No hirer, Club, Association or other Body using the Centre or individuals visiting the centre shall grant broadcasting (sound or television) or filming rights without prior consent of the Council.
- 11) The Hirer is responsible for the control of photographs being taken by any person/s during any part of their activity. This relates to standard cameras, video camcorders and mobile phone cameras. The Hirer is also advised to display signs to this effect particularly during activities. (i.e. Stage performances in which members of the general public may pay to attend.)
- 12) The maximum accommodation numbers indicated to the Hirer must not be exceeded. The Director of Regeneration or their representative has full authority to exclude any person in excess of that number.
- 13) In cases of hiring for sports purposes the Hirer must ensure that:
 - a) only regulation footwear is worn in the playing areas
 - b) the playing area is to be vacated immediately at the end of the hire period whether a game has run its full course or not.
- 14) Smoking is not permitted within any area of the centre.
- 15) At all events that include public performances, the Hirer must provide the names, addresses and telephone numbers of ____ stewards. There must be a minimum of one male, and one female, acting as stewards. Stewards must be identifiable by a badge or other distinctive marking.
- 16) No alcohol can be sold in the Community Centre without the appropriate license. The license must be shown to the Joint Management Committee at least three days before the date of the booking and must be displayed during the period of hire.
- 17) Anybody found intoxicated or found to be using illegal substances or found to be acting in a disorderly manner will be asked to leave the Community Centre.
- 18) It is the responsibility of the User Group or Event Organiser to arrange the appropriate license for the hire period.
- 19) While you are hiring the Community Centre you must not interfere with any fittings or put up new ones unless the Council or Joint Management Committee have agreed to it. Equally, no notices or decorations will be displayed or hung in or outside the Community Centre unless agreed with the Joint Management Committee.

- 20) The Hirer must leave the Community Centre in good order. The term 'good order' shall mean that the fabric of the premises and the arrangement and condition of furniture, fittings and equipment shall be as they were found prior to the period of hire.
- 21) The hirer must enter and leave the centre at the times specified on the application form. It shall be understood that the Joint Management Committee reserve the right to claim additional payment pro rata for non-compliance with this requirement. This will be deducted from the deposit, and further bookings may be refused if the Joint Management Committee feel circumstances warrant such action.
- 22) The period of hire will correspond with the times shown on the application form. Earlier access or later finish will not be allowed unless paid for and can only be agreed by prior arrangement. Evening functions must finish at _____ and the centre vacated by _____

Signed on behalf of the hirer:

Name (print) _____ Signature _____

Signed on behalf of the Management Committee:

Name (print) _____ Signature _____

Date ____/____/____