

# SUNNINGMEAD COMMUNITY ASSOCIATION

Sunningmead Community Centre, Lazenby Road, Wilcombe, Tiverton, Devon. EX16 4AL  
Tel / Fax: 01884 251147 Registered Charity No: 1070269  
Email: [sunningmead@yahoo.co.uk](mailto:sunningmead@yahoo.co.uk) Web: [www.sunningmead.org.uk](http://www.sunningmead.org.uk)



## LETTING OF PREMISES AND GROUNDS - TERMS OF CONTRACT

N.B. References in this form to the Association shall be construed as references to the Sunningmead Community Centre Management Committee. The Law which applies is the Law of England.

### APPLICATION AND FEES

1. The signatory of the application shall be the hirer. Where a promoting organisation is named in the application, that organisation shall also be considered the hirer and shall be jointly and severally liable hereunder with the signatory.
2. The fee payable for the hiring shall be calculated in accordance with the scale of charges published by the Association. The Association reserves the right to alter or revise these charges at any time.
3. The fee for an occasional hiring shall be paid to Sunningmead Community Centre two weeks in advance of the date of Hire and upon receipt of such fee the hiring shall stand confirmed subject to the provision of condition.
4. In the case of a long-term letting the Association of the hired premises may at their discretion permit the periodic payment of hire charges in arrears. The usual practice is payment in advance.

### CANCELLATION

5. The Association or its agent(s) acting on their behalf must reserve the right, having good reason, at anytime without notice to cancel a hiring or withdraw permission for the hirer to occupy any part of the hired premises on any particular date. In such event the Association shall not incur any liability whatsoever to the hirer other than for return of any fee paid in respect of the hiring.
6. If the hirer shall cancel the hiring of the premises then the Association shall be entitled to retain or demand as the case may be the whole of the fee paid in respect of such cancelled hiring, PROVIDED THAT if notice of such cancellation is received at least seven days prior to the date of hiring the fee will be refunded or remitted to the hirer subject only to any necessary deduction or payment in respect of expense already incurred by the Association in respect of that hiring.

### FURNITURE AND EQUIPMENT

7. The hirer's use of the hired premises shall be deemed to include the use of chairs and tables only.
8. The arrangement of furniture and/or the use of additional furniture or equipment will require the specific approval of the Association. Such use may be subject to the scale of charges published by the Association.
9. Where additional equipment is required by the hirer this will be subject to an additional charge according to the Association's published scale.

### KITCHEN FACILITIES

- ~~10. Kitchen facilities and facilities for the preparation of refreshment are not included in the hiring unless prior consent for the use of such facilities has been given by the Association. Food and hygiene standards are the responsibility of the hirer.~~

### HEALTH, SAFETY AND CONDITION OF PREMISES

11. The hirer/hirers shall during the hiring be responsible for:
  - (a) taking all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded;
  - (b) The efficient supervision of the hired premises and for the orderly use thereof including the observance of the Association's policy on **NO** Smoking on the premises;
  - (c) ensuring that all doors giving egress from the hired premises are kept fastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises;
  - (d) ensuring that all proper safety measures are taken for the protection of the users of the premises equipment including adequate adult supervision where young people are concerned;
  - (e) familiarising themselves and the users of the premises with the fire-alarm positions, the locations of the fire-fighting equipment and the establishment's exit routes;
  - (f) ascertaining the location of the nearest emergency telephone;
  - (g) the provision of a suitable first-aid kit;
  - (h) compliance with the Food Safety Act where catering facilities are involved.
12. The hirer shall at the end of the hiring be responsible for:

- (a) ensuring that the hired premises are vacated promptly and quietly;
  - (b) ensuring any equipment, tables, chairs etc., which were used, are put away (clean) in the correct place.
  - (c) ensuring that the hired premises are left in a safe and secure condition and in a clean and tidy state.
- Failure to comply with these conditions may lead to additional charges.

- 13 (a) No nails, tacks, screws, or other like objects shall be driven into any part of the hired premises nor shall any placards, decorations or other articles be fixed thereto, without the consent of the Association;
- (b) No alterations or additions to any electrical installations either permanent or temporary on the hired premises may be made without the consent of the Association. Electrical apparatus must be switched off after use and plugs remove from sockets.
- (c) **No Smoke or Ice Machines** are to be used during a booking, especially not for Disco's or Live Bands.

14 The hirer shall not permit or suffer any damage to be done to the hired premises or grounds or any furniture or equipment therein and shall make good to the satisfaction of the Association and pay for any uninsured damage thereto (including accidental damage) caused by any act or neglect by himself, his agents or any person on the hired premises by reason of the use thereof by the hirer.

15 It is understood and agreed that the Association does not, either expressly or by implication, warrant the premises to be fit or suitable for any sporting or recreational purpose for which the hirer intends to use them but rely entirely on the skill, knowledge and expertise of the hirer in choosing so to use them and require the hirer to discontinue that use immediately upon it becoming reasonably foreseeable that by reason of their condition a participant in or spectator to that sport or recreation or any other person is in danger of suffering injury, loss or damage.

16 In the case of hirers providing their own insurance, except insofar as the Unfair Contract Terms Act, 1977 (or any statutory modification or re-enactment of it) otherwise requires, the Association will not be responsible or liable in any way whatsoever or to any person whatsoever (and whether or not there shall be any negligence by its servants or agents) in respect of:

- (a) any damage or loss of any property brought on to or left upon the hired premises either by the hirer or by any other person;
- (b) any loss or injury which may be incurred by or done by or happen to the hirer or any person resorting to the hired premises by reason of the use thereof by the hirer;
- (c) any loss to or breakdown of machinery, failure of electrical supply, fire, flood or government restriction which may cause the hiring to be interrupted or cancelled;

and the hirer shall be responsible for and shall indemnify the Association, its servants and agents against all claims, demands, actions and costs arising from the hirer's use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the use of the hired premises by the hirer.

In the case of hirers paying the Association for insurance cover, the hirer will be held liable for any uninsured loss, damage or injury during hire of Association premises (the Association's insurance information can be viewed on request).

## LICENCES

17 The hired premises shall not be used for the sale or supply of intoxicating liquor, or the holding of any public entertainment, theatrical performance, film exhibition, lottery or other similar function without the consent of the Association, and such consent shall be subject to the hirer first obtaining the necessary licence or permission required under current legislation, and producing this for the scrutiny of the Association if required.

18 The dispensing of alcohol to under 18's is against the law in licensed premises, the hirer will be held responsible for this action should it occur.

19 The hired premises shall not be used for any unlawful betting, gaming or gambling.

20 The hirer shall indemnify the Association against any infringement of copyright which may occur during the hiring.

## GENERAL

21 The hirer and its agents will be responsible for observing and adhering to the policies of the Association during hire of the premises.

22 The right of entry to the hired premises at any time during the hiring is reserved for authorised officers and employees of the Association or a person authorised by it.

23 The hirer and his agents shall during the hiring and during such other times as they or any of them shall be on the hired premises for the purpose of the hiring comply with all reasonable requirements of the caretaker of the hired premises.

24 The hirer shall not sub-let the hired premises or any part thereof and in the event of this condition being breached or any threat thereof then the hiring will stand cancelled, the charges forfeited and the hirer and sub-hirer excluded from the hired premises.

25 Any notice or any necessary action required in respect of this hiring may be undertaken by a delegated representative of the Association.

26 Hirers are requested to arrive promptly at the time of the booking for the building to be opened. The Caretaker will wait a maximum of 15 minutes after the Booking Time.