

Camden Centre Conditions of Hire.

1 Definitions

In this document the following expressions will have the following meanings:

- 1.1 The 'Council' will mean Tunbridge Wells Borough Council.
- 1.2 The 'staff' will mean the person(s) employed by the Council at the Camden Centre.
- 1.3 The 'Centre' will mean the Camden Centre, Royal Tunbridge Wells, Kent.
- 1.4 The 'Hirer' will mean the person(s) making the application for hire of the Centre or the Company or other body on whose behalf the application is made.
- 1.5 The 'Hire Charge' will mean the fee the Council will charge. When an application to hire the Centre is received this will be notified in writing to the Hirer.
- 1.6 The 'Hire Period' will be for the dates stated on the application form only.

2 Procedure for Hire

- 2.1 All applications for hire of the Centre should be made in writing on the attached form and returned to the Camden Centre. If an application to hire the Centre is made on behalf of a Company or body the form will need to be signed by two people.
- 2.2 The Hire Charge should be paid at least ten days before the Hire period; otherwise the Council has the right to cancel the hire of the Centre. Please let the Centre staff know if you prefer to be invoiced for the booking.
- 2.3 If, for any reason, the Hirer cancels the hire of the Centre more than four weeks before the Hire period he/she will not be liable to pay the Council any Hire Charge. If the Hirer cancels the hire of the Centre between one and four weeks of the Hire Period the Hirer will be liable to pay the Council half of the Hire Charge. If the Hirer cancels hire of the centre within seven days of the hire period the Hirer will be liable to pay the Council the full Hire charge.
- 2.4 If the Hirer wishes to cancel or alter any booking this will need to be made in writing to the staff. Any change or cancellation will only be effective from the date that this notification is received by the staff.
- 2.5 If the Hirer fails to comply with any of the conditions set out in these Conditions of Hire then the Council has the right to cancel the hire of the Centre. The Hirer will be liable to pay the full Hire Charge to the Council.
- 2.6 The Council has the right to cancel the hire of the Centre by any Hirer, at any time, for any reason, by giving written notice to the Hirer. In this instance, the Council will repay to the Hirer the Hire Charge but will not be liable for any other losses suffered by the Hirer as a result of the cancellation.
- 2.7 The Centre will always endeavour to provide the room requested, but on occasions due to operational reasons this may not be possible. In this situation an alternative room will be provided.

2.8 In the event of severe weather affecting the ability of Camden Centre staff to travel to and from work, The Camden Centre will remain closed and notification of closure will be posted on both Facebook and twitter. No charge will be made for room hires if the Camden Centre does not open and no compensation or loss of revenue will be compensated. It is expected that staff will make every effort to open the centre. If the Camden Centre is open cancellations will have to be paid for in accordance with 2.3.

3 Use of the Centre

- 3.1 The Centre will not be used during the Hire Period for any purpose other than that specified in the application for hire.
- 3.2 The Centre will not be used by any other person(s) or Company or body other than the Hirer, without the prior written consent of the Council.
- 3.3 The Hirer will be liable for any expenses incurred by the Council during the Hire Period either on behalf of, or at the request of, the Hirer, and should allow adequate time in the booking to leave the room in a clean and tidy state. Any additional cleaning costs incurred by the centre will be payable by the hirer.
- 3.4 No posters or notices will be displayed inside or outside the Centre except on the notice board and only with the prior permission of the staff. Any posters displayed at the Centre without permission may be removed by the Centre and any costs incurred in doing so will be payable by the Hirer.
- 3.5 The Hirer will, as far as possible, not permit any disorderly, abusive or threatening behaviour to take place in the Centre. Hirers should ensure that they and participants in their activities are polite to all staff and fellow centre users at all times. Hirers should ensure that they leave promptly at the end of their hire period. The Centre reserves the right to cancel the bookings of any group or Hirer who fails to comply.
- 3.6 The hirer will be responsible for ensuring all electrical equipment used at The Camden Centre has had a PAT (Portable Appliance Test) in the last 12 months the cost of which will be borne by the hirer. This includes, but not exclusively: coffee machines, kettles, sound equipment, PA systems, lighting and extension leads.
- 3.7 The Centre will provide as part of the hire, full cover to PRS (Performing Right Society Ltd).
- 3.8 The Hirer will, during the Hire Period, comply or secure compliance with the following:
 - 1 Copyright, Designs and Patents Act 1988
 - 2 Local Government (Miscellaneous Provisions) Act 1982 – Public Entertainment Licences
 - 3 Electricity at Work Regulations 1989
 - 4 Lotteries and Amusements Act 1976
 - 5 Health and Safety at Work Act 1974

4 Health and Safety legislation

- 4.1 The Hirer will ensure that all persons are aware of the emergency evacuation routes and assembly points.

The Hirer will have a personal evacuation plan for all users who may require assistance with any aspect of their evacuation.

A valid certificate of Employers Liability Insurance to cover the employees of the Hirer, must be held by the Hirer.

The Hirer is required to complete their own risk assessment of the room they hire and it's suitability for the activity to be carried out, including any equipment. It is the responsibility of the Hirer to ensure that the room hired is suitable for the activity taking place.

4.2 The Hirer will not allow or permit any person to carry out any of the following:

To drive a nail, screw, hook or fastening of any kind into any wall, platform, floor or furniture of the Centre

To, in any way, cause damage or destruction to the Centre

To obstruct the fire exits

To move or tamper with any fire appliances in the Centre

To park in such a manner as to obstruct the entrance or exits to and from the Centre

5 **Liability for loss or injury**

5.1 The Council will not be liable for any loss, damage or personal injury caused to any persons or property belonging to any persons using the Centre during the Hire Period except where such loss or damage or personal injury arises out of the negligence of the Council, its servants, agents or employees.

5.2 The Hirer will be liable for and will ensure that they are adequately insured against any liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property.

5.3 Any equipment stored at the Centre is done so at the Hirers own risk and storage space cannot be guaranteed.

6 **First Aid**

6.1 The Hirer shall be responsible for the provision of first aid facilities during the Period of Hire for all its employees, agents and those employed by its agents, subcontractors, sub-licensees and for visitors to the Event. Tunbridge Wells Borough Council will only be liable for the provision of First Aid to its own employees.

Camden Centre Fire Safety Emergency Plan

As the responsible person for the event/function, etc. you have legal duties with regards to the safety of those persons assisting or attending the event.

Before the event or function you should be aware of:

- what fire protection systems are present;
- how a fire will be detected;
- how people will be warned if there is a fire;
- what staff should do if they discover a fire;
- how the evacuation of the premises should be carried out;
- where people should assemble after they have left the premises and procedures for checking whether the premises have been evacuated;
- identification of key escape routes and exits;
- checking that all escape routes are clear of obstructions and combustibles.
- arrangements for fighting fire;
- how the fire and rescue service and any other necessary services will be called;
- procedures for meeting the fire and rescue service on their arrival
- what instruction assistants at the event need
- limitation on numbers of people;
- exit doors which are required to be in the open position are secure; and

Before the event or function you should decide:

- the arrangements for fighting fire;
- the arrangements for means of escape for disabled persons;
- the duties and identity of staff who have specific responsibilities if there is a fire;
- the arrangements for the safe evacuation of people identified as being especially at risk, such as those with disabilities, children, members of the public and visitors;
- how you will proceed if life safety systems are out of order, e.g. fire-detection and alarm systems,
- who will be responsible for calling the fire and rescue service and any other necessary services;
- who will meet the fire and rescue service on their arrival and notifying them of any special risks
- your plans to deal with people once they have left the premises, especially children.

At the start of the event or function you should notify all those present about:

- that smoking is not permitted in the building;
- the emergency warning signal;
- who is supervising and how to identify them;
- Ensure you are aware and inform your group/attendees of the fire exits
- taking only valuables immediately to hand but not to go to collect other belongings;
- the location of the assembly point in the Market Square
- what will happen after that (e.g. re-entry to the building).

During the event or function you should ensure that:

- escape routes and exits do not become blocked;
- the no smoking rule is adhered to;
- no naked flames are started
- rooms do not become overcrowded;
- noise levels cannot drown out the fire alarm; and • if necessary, the number of persons at the event is limited or controlled.

I/We undertake to observe and be bound by the conditions of hire and the Fire Safety Emergency plan for the Camden Centre, a copy of which I have received and read.

Society/Company Name			
Name			
Address			
		Postcode	
Telephone Number			
Email			
Signature		Date	