



St Johns Centre Management Group (STJCMG)

Standard Conditions of Hire – January 2019

1. **Standard Conditions of Hire:** These standard conditions apply to all hiring of the STJCMG premises. If the Hirer is in any doubt as to the meaning of the following the Centre Manager or other representative should be consulted.
2. **St Johns Centre User Guide:** is an integral part of the Standard Conditions of Hire and provides details of all arrangements for safety and licensing. A copy is available to all users of the centre throughout the period of hire. This may be updated from time to time.
3. **The Premises;** for the purposes of this document the 'premises' is the St Johns Centre building (STJC)
4. **Responsibility:** The Hirer, not being a person under the age of 18 years of age, hereby accepts responsibility for being in charge of the premises during the period of hire and will ensure that they or their authorise representative(s) will be on the premises at all times when the public are present and that all conditions under this agreement, relating to the management or supervision of the premises are met.
5. **Supervision;** The Hirer shall, during the period of hiring, be responsible for
 - a) Supervising the premises, the fabric and contents
 - b) The care of the hired and their safety from damage, however slight, or change of any sort
 - c) The behaviour of all persons using the premises, whatever their capacity, including proper supervision of people arriving and leaving the centre to minimise disruption to neighbours
6. **Use of the premises;** The Hirer shall not use the premises for any other purpose other than that described in the hiring agreement and shall not sublet 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 anything onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
7. **Children and Vulnerable adults :** The Hirer shall ensure that any activities for children comply with the provision of the Children's Act 1989 and subsequent legislation and that only fit and proper persons, who have passed Disclosure and Baring Service checks where required, have access to the children and vulnerable adults.
8. **Gaming, betting and lotteries:** The Hirer shall ensure that nothing is done on or in relations to the premises in contravention of the law relating to Gaming, Betting and Lotteries.
9. **Supply of Alcohol and Regulated Entertainment;** The STJCMG does not hold a Premises License. Where the purpose of hire includes the sale or supply of alcohol and / or regulated entertainment, as defined in the current licensing, the hirer will ensure compliance with that legislation. In particular the hirer shall ensure that

- i) Any required License of Permit is in place.
 - ii) During the period of hire, no activities occur on the premises in contravention any license
10. **Drunk and Disorderly Behaviour;** The Hirer shall ensure that , in order to avoid disturbing neighbours and to avoid violent or criminal , care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk, nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises.
 11. **Illegal Drugs:** No illegal drugs may be brought onto the premises
 12. **Public Safety compliance;** The Hirer shall read and comply with all safety instructions provided in the centre user guide paying particularly attention to the fire risk assessment and Electrical usage safe system of work. Before opening the premises the Hirer shall make sure the fire doors are in good working order and that all routes to exit are free from obstacles and also make sure there are no obvious hazards for fire, tripping or slipping and potentially causing injuring to participants of the event.
 13. **Accidents and Dangerous occurrences;** the Hirer must comply with laws relating to reporting of incidents. Current requirements are outlined in the '**Centre user guide**'.
 14. **Health and Hygiene:** The Hirer shall, if preparing, serving or selling food, observe all relevant Health and Hygiene Legislation and regulations. In particular, Dairy products, meats and seafood's on the premises must be refrigerated and stored in compliance with the food temperature regulations. The premises are provided with a refrigerator. Food may only be stored on the premises with permission of the management. **See Special Conditions of Hire**
 15. **Electrical Appliance Safety;** 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 current legislation. A check list for electrical safety is provided in the premises user guide. If any fault occurs in any electrical appliance during the period of hire it must be withdrawn from use. Any failure of equipment belonging to the association must be reported as soon as possible.
 16. **Noise:** The Hirer shall comply with the Local Authorities noise limit requirements
 - a) Amplified sound must be contained within the building, sound amplifiers shall be connected to the sockets located in the all which are controlled by a noise limitation device.
 - b) The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.
 17. **Explosive and Flammable substances;** the Hirer shall ensure that no highly flammable substances including paints, adhesives, solvents and party decorations are brought into any part of the building
 18. **Heating and Barbecues;** the Hirer shall ensure that no unauthorised heating or cooking appliance are used within the premises highly flammable substances, including no



forms of barbecues or other portable cooking appliances. **See Special Conditions of Hire**

19. **Animals;** The Hirer shall ensure that no animals except guide dogs are brought into the premises and that no animals what so ever should enter any of the kitchenettes or kitchen zones
20. **Sale of Goods:** The Hirer shall, if selling goods on the Premises, comply with trading laws and any code of practice used in conjunction with such sales.
21. **Playing or performing copyright materials:** The STJCMG hold no relevant license. Where the purpose of the hire includes the live performance , or playing of recordings, of any copyright materials, whether music, plays, dance or film, when members of the pubic are present, the Hirer shall ensure that; a) all required Licenses or Permits are in place b) during the period of hire, no activities occur on the premises in contravention of that license or permit
22. **Film shows:** The Hirer shall ensure that children are restricted from viewing films in accordance with the British Board of Film Classifications.
23. **Dangerous and Unsuitable performances:** performances involving danger to the public or of a sexually explicit nature shall not be given.
24. **Stored or other equipment:**
 - a) The STJCMG accepts no responsibility for any stored equipment or other property brought into the Premises and all liability for loss or damage is hereby excluded.
 - b) All equipment and other property, other than that stored by agreement, under the special conditions – must be removed at the end of each period of hire, fees will be charged at the daily or hourly rate of hire until the same is removed
 - c) If the Hirer fails either to i) pay any charges in respect of stored equipment due and payable or remove the same within 7 days after the agreed storage period has ended or: ii) remove any property bought on the premises for the purpose of hiring. The management group may, at its absolute discretion, dispose of any such items by sale or otherwise on such terms and conditions .as it sees fit and may also charge the Hirer any costs incurred in storing and selling or otherwise disposing
25. **No Alterations;** No alterations or additions may be made to the premise, 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 the STJCMG representative. (See special conditions of hire) the hirer must remove all such articles at the end of the hiring unless otherwise agreed by the management group. Any unauthorised articles left on the premises will, without prejudice to clause 24 above, be disposed of by the management group as it see fit. The Hirer will make good to the satisfaction of the management group any damage caused by such an installation and removal.
26. **Fly Posting:** The Hirer shall not carry out or permit fly positing or any other form of unauthorised advertising for any event taking place at the premises. Failure to observe this condition may lead to prosecution.
27. **Rubbish disposal and recycling;** The Hirer shall be responsible for disposal of all rubbish produced as a result of the hire, in the appropriate bins at the front of the



building. Recycling should be carried out as much as possible and instructions will be in the user's guide on site. The Hirer may be charged for failure to follow the instructions in the user guide.

28. **End of Hire:** The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise, and any content temporarily removed from their usual position properly replaced. Otherwise the Management group shall be at liberty to make an additional charge.
29. **Insurance and indemnity:** Liability insurance. The Hirer must insure the public safety and in the management of a one off event prepare and facilitate cover to indemnify the Centre against any losses or claims while the hirer is carrying out the activities on the premises and to cover the visitors who are attending their events. The insurance Public liability certificate must be produced. The hirer must comply with all of their insurance requirements and must not do or omit to do anything that could cause the insurance policy to be effected in accordance with the hire or otherwise to become wholly or partly void or voidable.
- The Hirer must give immediate notice to the STJCMG of anything that might affect any insurance policy and of any destruction or damage to the building whether or not caused by one of more of the insured risk. The Hirer will be responsible to make good any damage to the premises on which the insurance makes full payment.
30. **Cancellation;** The Hirer may cancel in writing up to 4 weeks before the event. The management group reserves the right to cancel the hiring by written notice to the Hirer in the event of
- The premise being required for any emergency use , such as shelter for victims of flooding, storm, fire, explosions or those at risk of these similar disasters
 - The management group reasonably consider that the hiring will lead to a breach of conditions of hire or any of the centres policy on safeguarding, equal opportunities or sustainable practices.
 - The premises is unsuitable for the hirer

In case of cancellation the management group shall not be liable to the Hirer for any Resulting direct or indirect loss or damages what so ever.

If the cancellation is within 4 weeks of the event, the question of payment or Repayment of the fee shall be at the discretion of the STJCMG

The Hirer is responsible for notifying all persons due to attend the premises for the Purpose of the hire

31. **No Rights:** The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer

I have read and understood and I agree to the standard conditions of hire for the St Johns Centre



Name.....

Signed.....

Date,=.....

St John's Centre