



THE FROMUS COMMUNITY CENTRE **TERMS AND CONDITIONS OF HIRE**

This Agreement constituting the Booking Form and these Terms and Conditions of Hire is made between the Hirer and SADCIC. The parties agree that the hiring will be carried out in accordance with this Agreement.

1. Definitions and Interpretation

- 1.1 SADCIC means The Saxmundham & District Community Interest Company (SADCIC), The Fromus Community Centre, Saxmundham Hub, Street Farm Road, Saxmundham IP17 1AL
- 1.2 The Hirer means the person or organisation as set out on the Booking Form .
- 1.3 The Premises means the entire Fromus Centre comprising: Main Hall, Conference Room, Clinic Room and Portacabin at The Fromus Community Centre, Saxmundham Hub, Street Farm Road, Saxmundham IP17 1AL.
- 1.4 The Building means The Fromus Community Centre, Saxmundham Hub, Street Farm Road, Saxmundham IP17 1AL.
- 1.5 The Amount Due means the amount that the Hirer is required to pay SADCIC as set out on the Booking Form.
- 1.6 The Period of Hire means the Period set out on the Booking Form.

2. Maximum Capacity

- 2.1 The Hirer will not exceed the maximum capacities for the Premises.
- 2.2 The maximum capacities are as follows:

	Seated	Standing
Main Room:	97	190
Conference Room:	20	

3. Use of Premises

- 3.1 The Hirer shall not use the Premises for any purposes other than that described on the Booking Form and shall not sub-hire or use or allow the Premises to be used for:
- Any political rallies or demonstrations.
 - For purposes which are illegal, i.e. be they forbidden by law or unauthorised by official or accepted rules.



- For functions attended by people whose presence may causes civil unrest or division within the community.
- To an organisation or individual which has been banned by law.
- Or to do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

3.2 SADCIC reserves the right to exclude or eject from the Premises any person, and to cancel any booking where it considers:

- That such events may be contrary to the interest of the general public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.
- The users of the Premises may do something that may cause or pose a risk of loss, damage or significant expense to SADCIC or harm the reputation of SADCIC.
- The Hirer shall ensure that no equipment, goods or other materials are left on the Premises overnight.

4. Licences

4.1 The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify SADCIC against the consequences of the Hirer's failure to do so.

4.2 Where the use of SADCIC's Performing Music Licence is permitted by SADCIC, the Hirer shall ensure compliance with the conditions of this Licence.

4.3 The Hirer shall not apply for a Temporary Event Notice without the written permission of SADCIC.

4.4 The Hirer shall ensure that they have all permits, consents, licenses, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any authority or person in respect of the event. This includes where required a licence issued by the Performing Rights Society and any copyright permission.

5. Health and Safety Compliance

5.1 The Hirer shall comply with all requests made by SADCIC and must supply any documents requested promptly.

5.2 The Hirer shall be responsible for the health and safety aspects of the use of the Premises during the Period of Hire. The Hirer must carry out a risk assessment for each event. A copy of the risk assessment must be supplied to SADCIC before the first date of the Period of Hire.



5.3 The Hirer shall ensure they are familiar with the:

- a) Fire alarm points
- b) Fire evacuation procedures, routes and assembly point
- c) Location of first aid kit
- d) Location of the accident reporting book

5.4 The Hirer shall:

- a) Ensure clear and unobstructed access and regress is maintained to all emergency exits in the Premises.
- b) Ensure fire doors in the Premises are not propped/wedged open or left open at any time.
- c) Familiarise visitors with the position of fire alarm points, fire evacuation routes and the fire assembly point.

5.5 The Hirer is advised to carry out a practice evacuation of the Premises to highlight any points for concern.

6. Electrical Appliance Safety

6.1 The Hirer shall ensure that any electrical appliances intended to be used by the Hirer at the Premises shall be PAT tested and details submitted to SADCIC before they are first used.

7. Alterations

7.1 The Hirer must not make any alterations to the Premises or any other part of the Premises without SADCIC's prior written consent. Items may not be fixed to the walls without prior consent.

8. Food and Drink

8.1 Where food or drink is to be supplied to the public, the Hirer or caterer must hold a Basic Food Hygiene Certificate. A copy of the certificate must be supplied to SADCIC before the first date of the Period of Hire.

8.2 The Hirer shall if preparing, serving or selling food observe all relevant food and hygiene legislation and regulations.

8.3 If the Hirer wishes to use caterers on the Premises during the Period of Hire, the Hirer must ensure that the caterers comply with all health and hygiene legislation and regulations.

9. General regulations

9.1 The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of SADCIC) are displayed or offered for sale on the Premises.



9.2 Any items deemed to be of an offensive or inappropriate nature by SADCIC shall be removed from display or sale immediately on the request of SADCIC.

9.3 Smoking and/or vaping is not permitted in the Building. The Hirer shall ensure there is no smoking and/or vaping at the Premises or within 4 metres of any premises entrance.

10. Nuisance

10.1 The Hirer must not do or allow anyone attending their hiring to do anything on the Premises which is or may become a nuisance to SADCIC or other hirers or to the occupiers of adjoining or neighbouring premises.

10.2 The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises and the Building.

11. Children and Vulnerable Adults

11.1 The Hirer shall ensure that where an event involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have the appropriate child protection policies and procedures in place.

11.2 Hirers working with children and vulnerable adults will be required to have their own up-to-date Safeguarding policies in place prior to the first date of Period of Hire.

12. Charges, Confirmation and Cancellation

12.1 The Booking will be confirmed on acceptance of the booking by SADCIC.

12.2 SADCIC reserves the right to cancel any booking for any reason. Where a booking is cancelled by SADCIC, SADCIC shall incur no liability to the Hirer whatsoever.

12.3 Where the Booking is cancelled by the Hirer less than 48 hours before the first day of the event, the Amount Due must be paid in full.

13. End of Hire

13.1 The Hirer shall ensure that the Premises are vacated and secured at the end of the Period of Hire.

13.2 The Hirer shall ensure the Premises and surrounding area are left in a clean and tidy condition and all equipment, goods and other materials, including rubbish, are removed from the Building at the end of the Period of Hire.

13.3 Where the Period of Hire includes use of the kitchen, the Hirer shall ensure all crockery, utensil, the cooker, dishwasher and fridge are left in a clean and empty condition. All items used must be returned to the cupboards as labelled and surfaces left clean and clear.



13.4 Additional charges may apply where the Hirer fails to comply with clause 17.1 and 17.2.

14. Payment and Amount Due

14.1 The Hirer shall make payment of the Amount Due within 14 days of the date of the invoice and prior to 48 hours before the event whichever date falls first.

14.2 Payments received after the event will be subject to an administration charge of £10.

14.3 The details of the Amount Due are set out on the Booking Form. SADCIC updates the room hire charges from time to time. SADCIC will give a minimum of one calendar month's notice of any changes in the charges.

14.4 Concerns about pricing should be addressed within 30 days of the booking confirmation and invoice issued by SADCIC.

15. Insurance

15.1 During the period of the hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify SADCIC from and against any expense liability loss claim or proceedings including claims for personal injury to or in the death of any person whatsoever arising out of the course of or caused as a result of the hire except where due to the negligence of SADCIC or their respective servants or agents.

15.2 It is strongly recommended that the Hirer shall maintain Public Liability Insurance in the sum of not less than £10,000,000.

16. Data Protection

16.1 Personal data supplied on the Booking Form will be held and will be used in accordance with the Data Protection Act 1998 for statistical analysis, management, planning and in the provision of services by SADCIC.

17. Care of Premises and Equipment

17.1 The Hirer shall ensure no damage is caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

17.2 The Hirer shall be responsible for any damage caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

18. Loss or damage

18.1 The Venue shall not be liable for any death injury loss or damage however so caused to the Hirer, persons using the Premises and/or to their property except for death or personal injury or damage to property caused by negligence on the part of the Venue or its

employees or agents; or any matter in respect of which it would be unlawful for the Venue to exclude or restrict liability.



19. Advertising

- 19.1 No advertising will be displayed at the Building without the written permission of the Venue.
- 19.2 Any artwork or other advertising for the event must be approved by the Venue.
- 19.3 A charge of £100 shall apply where the Hirer fails to comply with clauses 19.1 and 19.2.

20. General Terms

- 20.1 The Venue may from time to time amend or add to the Terms and Conditions of Hire in writing.
- 20.2 The Hirer shall ensure that their event/hire complies with all relevant legislation and regulations.
- 20.3 The Hirer shall engage with the Venue's Health & Safety Advisor when requested.
- 20.4 If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.
- 20.5 No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under the Act.
- 20.6 This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.

ENDS

Terms & Conditions Version 2.2 - October 2022