

Orton Wistow Community Association (OWCA)

Registered Charity No. 1027473

Orton Wistow Community Centre, Napier Place, Orton Wistow,

Peterborough PE2 6XN

Hall/Room Letting

Terms & Conditions

1. The person signing the agreement will be classed as the Hirer.
2. Access for prior preparation is allowed at the Association's discretion.
3. The Hirer must ensure that fire exits are kept clear at all times and that users/visitors are made aware of the fire drill.
4. The Hirer is required to conform to the times of hire agreed/documentated.
5. The building must be left in a tidy condition and all chairs and tables must be returned clean to the appropriate storage area. All doors and windows must be secured when the building is vacated. The deposit may be forfeited, or cleaning charge levied, if the building is left in an untidy/dirty condition.
6. The Hirer is responsible for ensuring that all electrical equipment brought into the premises has a PAT (Portable Appliance Test) Certificate.
7. Hirers are advised that OWCA does not provide a First Aid Box for general use and every Hirer must ensure that a First Aid Box is provided for its users and a qualified First Aider is available.
8. The Hirer is required to provide a responsible adult who will be responsible for the event including entry and exit of guests. The Hirer is responsible for the behaviour of all guests attending the event/function.
9. Smoking is not permitted within the building nor the courtyard/play area.
10. **Bookings:**
 - (i) All bookings shall be made on the official booking form (or e-mail) accompanied by a non-refundable deposit of 25% of the hiring fee, the balance of which shall be paid to OWCA not later than 28 days prior to the date of Hire.
 - (ii) In the case of a booking made within 14 days of the date of Hire, the total hiring fee must be paid at time of booking.
 - (iii) OWCA reserves the right to refuse any booking.
 - (iv) The hiring fees shall be those in force at the time of booking, as determined by OWCA.

- (v) Cheques should be made payable to Orton Wistow Community Association.
- (vi) In the event of a booking being cancelled by a Hirer 25% of the hiring fee shall be retained by OWCA by way of liquidated damages in respect of **each** cancellation **provided** that such cancellation occurs not less than 28 days before the date of hire. Where the cancellation occurs less than 28 days before the date of hire, the whole of the hiring fee shall become immediately payable.
- (vii) OWCA reserves the right to cancel any booking at any time without notice or explanation. In such an event OWCA will refund all monies paid by the Hirer, in respect of the cancelled booking, but shall not be liable for any compensation or damages in respect of same.

11. Loss or Damage:

- (i) The Hirer agrees to pay to OWCA, on demand, the cost of repairing or making good any loss or damage to the building (or any part thereof) or to any of the furniture, equipment and fixtures & fittings contained therein which have been occasioned during the period of hire.
- (ii) If, in the opinion of OWCA, the building has been left in an unreasonably dirty condition, after the period of hire, an additional cleaning charge shall be made.
- (iii) An additional deposit of £50 will be required for all bookings, in respect of 10(ii) above, which will be refunded if, after inspection of the premises, OWCA is satisfied that the building has been vacated in a reasonably clean condition.
- (iv) No fixtures or fittings shall be removed or altered in any way by the Hirer or the Hirer's party.

12. Premises Licence

- (i) We are licenced with Peterborough City Council (Premises Licence No. 060457) for the provision of regulated entertainment including: live music, recorded music, performance of dance, anything of a similar description, making music, dancing and any entertainment of a similar description to that of making music or dancing – **all of which will take place indoors.**
- (ii) For all of the above our licence times are Monday to Sunday between 14.00 hours and 00.00 hours and for Christmas Eve and New Year's Eve between 14.00 hours and 02.00 hours.
- (iii) No conduct or behaviour which is obscene, indecent, offensive, disgusting or shocking or of a demoralising character or which in any way offends against recognised standards of propriety or is injurious to the public shall take place on these Licenced Premises.
- (iv) No special effects equipment shall be used in the premises under the terms of the licence, unless prior written consent is given by the Licensing Authority (PCC) and OWCA. This includes the use of

firearms, weapons, strobe lights, equipment that uses a heat source to produce effects i.e. real flame, smoking, smoke capsules, pyrotechnics, generators, lasers and holographs.

- (v) No portable LPG heaters are allowed.
- (vi) On those occasions where people with disabilities are present on the Licensed Premises such special arrangements as may be necessary in the circumstances shall be made so as to enable all persons to leave the premises safely in the event of fire. It is the responsibility of the Hirer to establish if any such arrangements apply to guests/users.
- (vii) The Hirer shall ensure that no noise shall emanate from the Licensed Premises nor vibration be transmitted through the structure of the premises which gives rise to a nuisance or unreasonable disturbance to the occupiers of premises in the vicinity of the Licensed Premises. It is expected that Hirers will show proper consideration, in this regard, for local residents.

13. Supervision and Safety

- (i) The Hirer shall be responsible for ensuring that no disorderly conduct occurs and provide stewards as necessary.
- (ii) All passages, gangways and exits shall be kept clear at all times and all internal and external exits shall be kept unlocked during the period of hire.
- (iii) In the event of any person being injured on the premises the Hirer must report said injury to OWCA at the earliest opportunity.

- 14. OWCA and any authorised person acting on its behalf shall not, under any circumstances, be responsible to the Hirer, or any other person, for damage to or the loss, theft or removal of any property or thing whatsoever brought or left by any person (including Hirer) in or upon any part of the building or its surrounding area.
- 15. The maximum numbers of the public should be kept to 100 (standing) and 80 seated (Fire Risk Assessment Report).
- 16. The Hirer shall indemnify OWCA from and against any claims for damages, costs or expenses which may be made against OWCA in respect of any personal injury or loss, or damage to any property sustained by any person during the period of hire or in consequence thereof.
- 17. OWCA reserves the right to entry of the premises, for its duly authorised officers and servants, at all times. Such right of entry also extends to the Chief Constable, the Chief Fire Officer and their duly authorised representatives.
- 18. By signing the Hire/Letting agreement the Hirer accepts and commits to comply with these Terms & Conditions.