The Yews (Haywards Heath) Community Partnership
55 Boltro Road, Haywards Heath, West Sussex. RH16 1BJ
Tel No 01444 412367
Registered Charity #1144700, Company Ltd by Guarantee #07635719

The Yews (Haywards Heath) Community Partnership
Terms & Condition of Hire

These are the terms and conditions governing the Hiring Agreement between The Yews (Haywards Heath) Community Partnership (company number 07635719) ("the Centre" and "the Partnership") and the Hirer. The Hirer is the person signing the Hiring Agreement for the organisation or company for whom such person is acting.

1. Application for hire can be made via our online booking system. Our Hiring Agreement must be read and accepted before the application is confirmed. For an occasional use, a non-refundable deposit may be required as soon as the booking is confirmed. If the deposit is not paid, the booking will be cancelled. The Hirer must be a minimum of 18 years old and must show proof of age if requested.

2. The Partnership reserves the right to: -

    a) refuse any booking without giving a reason.
    b) attach any additional conditions to any particular booking.
    c) determine the amount of deposit required, usually equal to one month's hiring charge for regular bookings, or request full payment of charges in advance at time of booking for occasional users.
    d) cancel bookings due to unforeseen circumstances (in which case any deposit would be returned).
    e) make additional charges where necessary.

3. The Hirer is required to make themselves aware of the maximum permitted number of people permitted to occupy each room as dictated by Fire and Health & Safety regulations. This number, which is displayed on our website must not be exceeded.

4. The Hirer (or his/her authorised representative) must be:

    a) present during the whole of the hiring period and comply fully with the Terms & Conditions of Hire.

    b) responsible for:
    - supervision of all persons confined within the communal areas and the area hired.
    - the care and safety of the fabric and contents of communal areas and the area hired. [see under Damages below]
    - noting any damage e.g. broken chair/graffiti etc at commencement of the hire period
    - ensuring that unauthorised and undesirable individuals do not obtain access to the Centre.
    - supervising car parking arrangements so as to avoid obstructions of the highway and inconvenience to local residents.

- ensuring that all persons present comply with these Terms and Conditions of Hire, and with all reasonable requests of the Centre Co-ordinator or any other representative of the Partnership.

5. **SMOKING AND VAPING** are NOT allowed anywhere on the premises or the outside areas and garden.

6. **ALCOHOL** must NOT be sold on the premises. The written permission of the Partnership must be obtained if alcohol is to be served. Alcohol cannot be served to anyone under the age of 18.

7. The Hirer must ensure that nothing is done in contravention of the law relating to gaming, betting and lottery.

8. When **children present:** The following applies where the majority of persons present during the hiring period are children under the age of 18:

   a) The Hirer must be at least 21 years old.
   b) There must be at least one adult present over the age of 21 per 8 children.
   c) No alcohol is allowed on the premises whether brought by the Hirer and/or another adult.
   d) The Hirer must comply with all relevant regulations and ensure that the risk of harm to the welfare of the children present is minimised; all necessary action must be taken to safeguard the children present and respect their rights.

9. For **celebrations/ parties**, the following conditions apply:
   a) Doors and windows must be closed at 21.30.
   b) No smoke machines are allowed.
   c) Music must be turned off by 22.30. Responsibility for the playing of copyrighted music rests with the hirer.
   d) The Centre and Car Park must be vacated by 23.00.
   e) All noise upon leaving the Centre must be kept to a minimum in order that neighbours are not disturbed.
   f) The putting up of decorations is at the discretion of the Centre Co-ordinator and written permission is required before this is done.
   g) Same as 8 (d).

10 **Damages to the property:**

All damage to the property, or to fixtures, fittings and equipment must be reported to the Centre Co-ordinator immediately. The Hirer will be financially responsible for all damages to Centre property both indoors and outdoors caused by the Hirer and/or any persons for whom they are responsible. Failure to report damage occurring during use of hire will incur additional charges.

Upon commencement of hire:

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Should the Hirer become aware of damages in existence prior to the commencement of hire, such damages should be reported to the Centre Manager immediately to avoid being held financially responsible.

11. The Hirer must not use the premises for any purpose other than that described on the Hire Agreement. The Hire Agreement is not transferable.

12. The Hirer must not use the premises or allow it to be used for any unlawful purpose or in any unlawful way, nor do anything or bring anything into the premises which may endanger the premises or render invalid the Centre's insurance policies.

13. The Hirer should carry out their own risk assessment and should put in place all necessary insurance to cover their own liability in respect of the hiring, including to persons attending and any equipment brought into the premises. Copies of insurance policies must be given to the Centre Co-ordinator upon request.

14. No animals apart from Assistance Dogs are allowed into the Centre.

15. The Hirer, if selling goods, must comply with Fair Trading laws and regulations.

16. **Use of the kitchen facilities:** The kitchen may be used for making tea/coffee etc. free of charge. Its use for other purposes, such as the preparation of cold food or hot meals, must be agreed with the Centre Co-ordinator and a charge will be made. Health and Hygiene Procedures are displayed in all kitchen areas and must be adhered to.

17. Use of the play area is at the user's or other responsible person's risk.

18. Films [DVDs/ videos] may be shown only if: they comply with the British Board of Film Classification as age appropriate for those present and appropriate copyright licenses are obtained by the Hirer if required.

19. The Hirer should ensure that any electrical appliances brought into the premises and used by them shall be safe and in good working order, and used in a safe manner. If requested by the Centre Co-ordinator, the Hirer will supply a certificate to verify the safety of the appliance.

20. Advertising posters etc. may not be put up without the permission of the Centre Co-ordinator.

21. **Cancellation:** One calendar month's notice is required.

22. The Centre's Health & Safety Policy and Fire Safety Regulations are on display and must be adhered to. Any accident, injury or dangerous occurrence, including near misses, must be recorded in the Accident Book located with the First Aid Box on the shelves by the main entrance. Other First Aid boxes are located in the kitchens.

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23. **Fire Safety:** Procedures in the event of a fire are on display on our website and throughout the building. The Hirer is responsible for noting the position of fire fighting equipment. Access to all exit doors and fire extinguishers must be kept clear at all times. Any fire doors held open must be released in the event of a fire or on leaving the building. No heating appliances may be brought into the Centre. Barbecues may only be used in the garden. Highly inflammable substances may not be brought in to the Centre.

24. **At the end of each hiring,** the Hirer is responsible for:

- leaving the area hired and any communal areas used in a clean and tidy condition with furniture and equipment put back where found.
- removing all refuse and goods from the premises.

Also, if a hiring is the last of the day:

- ensuring that no one is left on the premises;
- ensuring that all windows and doors are secured;

The Partnership reserves the right to make an additional charge to cover the cost of extra cleaning or damage.

The Partnership accepts no responsibility or liability for any item of property stored or left on the premises by the Hirer or any person attending nor any responsibility for vehicles brought to or left in the car park.